
COLLECTIVE BARGAINING AGREEMENT



THE STATE OF WASHINGTON

AND

ADULT FAMILY HOME COUNCIL

EFFECTIVE

JULY 1, 2025, THROUGH JUNE 30, 2027



2025-2027

ADULT FAMILY HOME COUNCIL
2025-202

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PREAMBLE

This document constitutes an Agreement by and between the Governor and the State of Washington hereinafter referred to as the “State” and the Adult Family Home Council hereinafter referred to as the “AFHC” and in accordance with the provisions of [RCW 41.56.029](#). For purposes of this agreement, the term “State” is intended to be synonymous with the use of the phrase “public employer,” as understood and used in [RCW 41.56.029](#) and any interpreting decisions or regulations

ARTICLE 1

RECOGNITION

1.1 Recognition

The Adult Family Home Council (AFHC) is recognized as the sole and exclusive representative for providers of adult family home care services as defined in [RCW 41.56.030\(1\)](#). The bargaining unit is defined as: adult family home providers as defined in [RCW 70.128.010](#) who receive payments from the Medicaid and state funded long-term care programs. The parties acknowledge and agree that a statewide unit of all adult family home providers as defined in [RCW 41.56.030\(1\)](#) is the only unit appropriate for purposes of collective bargaining. The parties also recognize that other agencies and/or contractors or subcontractors of the State may continue to be responsible for implementation and administration of certain provisions of this Agreement as specifically provided herein or as directed by the Employer.

1.2 Integrity of the Bargaining Unit

The State recognizes the integrity of the bargaining unit and will not take any action intended to erode it.

1.3 Managed Care Organizations (MCOs)

The bargaining unit definition as stated above in Section 1.1 shall include all adult family home providers serving Medicaid enrollees through a contract with an MCO. In the event the State enters into a new contract with a new MCO for a new program or makes changes to an existing contract with an existing MCO, the State will notify the AFHC and fulfill its bargaining obligations in accordance with [Article 9](#), Duty to Bargain.

1.4 Program of All-Inclusive Care for the Elderly (PACE)

For the adult family home providers serving Medicaid enrollees through a contract with a PACE organization, all of the provisions of this Agreement shall apply, except as expressly provided herein. If the State enters into a contract with a new PACE organization and the terms of the contract with that organization are different from the terms of a contract already in place with a PACE organization, the State will fulfill its bargaining obligations in accordance with [Article 9](#), Duty to Bargain. If the State contracts with a new PACE Organization, the AFHC will be notified.

ARTICLE 2

NON-DISCRIMINATION

- 2.1** The AFHC and the State are mutually committed to a policy of non-discrimination. The State shall not discriminate with respect to reimbursement or terms and conditions of contracting as provided for in this Agreement on the basis of race, color, physical and/or mental disability, marital status, national origin, ancestry, gender identity, gender expression, sex, sexual orientation, age, political belief, faith, veterans status, citizenship status, status as an actual or perceived victim of domestic violence, sexual assault or stalking, or AFHC membership and activities in keeping with applicable federal, state or local law.

- 2.2 This Agreement shall not be construed as otherwise limiting or impeding residents', parents' or legal guardians' statutory right to choose and terminate the services of any licensed adult family home provider.

ARTICLE 3

AFHC RIGHTS

3.1 AFHC Exclusivity

The State shall not subsidize or bargain with any other labor organization or association of adult family home providers or their representatives on matters pertaining to [RCW 41.56.029\(2\)\(c\)](#). However, the AFHC recognizes that the State, in meeting its statutory obligations under [RCW 70.128](#), may frequently interact with bargaining unit members or groups that include bargaining unit members without notifying or requiring the AFHC's presence at those interactions.

3.2 AFHC Representatives

The AFHC shall notify the State of the names of its official representatives and changes in such representatives, as changes occur.

3.3 Neutrality

The State shall remain neutral on the question of AFHC membership and AFHC representation for providers. All questions addressed to the State concerning membership in or representation by the AFHC will be referred to the AFHC.

3.4 Lists

- A. The State will provide the AFHC with list(s) of providers on a monthly basis by the fifteenth (15th) business day of each month. The list(s) will include:
1. Month in which the service was provided;
 2. Names of all providers who received a payment in the previous calendar month;
 3. Provider number;
 4. Mailing address;
 5. Telephone number, if available;
 6. Amount of total payment per provider;
 7. Email address of provider, if available;
 8. Fax numbers, if available;
 9. All newly contracted providers;
 10. The license number for each provider;
 11. Count of clients, unduplicated, for each provider; and
 12. Number of total bed days paid.
- B. HCA will provide the AFHC a quarterly report of adult family homes participating in the Community Behavioral Health Support Services (CBHS) and the Intensive Behavioral Health Supportive Supervision (IBSS) program, containing the following information:

1. Names of each AFH receiving CBHS and IBSS;
2. The MCO's associated with each AFH;
3. Total Number of residents receiving CBHS and IBSS;
4. Total number of authorizations per tier.
5. Type of contract (fully executed or SCA).

3.5 Client Classification Report

The State will provide a quarterly report with the total number of unduplicated Medicaid clients served by bargaining unit members in each of the CARE classifications in the quarter. This report will be provided within thirty (30) days following the end of each quarter.

3.6 Notices

The State will provide the AFHC either an electronic or hard copy of any notice provided by the State to all providers.

3.7 Exception to the Rule (Excluding PACE Organizations)

A. Report

The State will provide the AFHC a six (6) month report every January and July that will include the following information for Exception to the Rule (ETR) requests for clients residing in Adult Family Homes:

1. Number of ETRs approved;
2. Number of ETRs partially approved;
3. Number of ETRs denied; and
4. Total dollar amount approved for ETRs.

B. Notice

When there is an interaction between the State and a bargaining unit member that involves the determination of a client's level of care through the ETR process:

1. The State will make a good faith effort, during the initial discussion of a potential ETR, to provide a written notice to the member.
2. The notice will state:
The Department of Social and Health Services (Department) believes that an ETR for an additional rate above what CARE generates may be warranted based upon the client's care needs. The Department may request an ETR pursuant to [WAC 388-440-0001](#). If an ETR request is not submitted to the ETR Committee at Headquarters and a client or provider believes an ETR should be considered, the client or provider may submit a request directly to the ETR Committee. If an ETR is requested, the Department makes the final decision and takes into consideration whether:
 - a. The exception is in the interest of the overall economy and the client's welfare;

- b. The client's situation is different from most other people in their classification group;
- c. The request would not break any federal or state laws; and either
- d. The exception increases the client's opportunities to function effectively; or
- e. The client has a limitation that significantly interferes with the usual way the Department decides eligibility and payment.

An ETR request may be approved, partially approved, or denied.

As a member of AFHC, you may want to contact the AFHC concerning this notice at <https://adultfamilyhomecouncil.org/>, 360-754-3329 or 1-888-439-8999 (toll free).

- C. Adult family homes will receive written communication that an ETR request has been approved or denied. The adult family home will receive information needed to develop the negotiated care plan including relevant information that supports an approved ETR request.
- D. The decision by the department to approve, partially approve or deny an ETR, is not subject to the grievance procedure outline in [Article 5](#), Grievance and Dispute Resolution.
- E. The department will provide an informational session twice per year on the ETR process for adult family home providers. Logistics will be coordinated between the council and the department.

3.8 Client Assessments

- A. The parties agree that adult family home providers should be part of the resident's assessment process. Adult family home providers or designees will be notified in advance of an assessment meeting and will be given an opportunity to provide information for the Department to consider in the completion of the assessment; completion of an assessment will not be delayed as a result.
- B. When a written request from a provider demonstrates that there has been a change in a client's condition that warrants a significant change assessment, the Department shall complete the assessment within thirty (30) calendar days of receipt of a fully completed Form 15-558 (AFH Resident Significant Change Assessment Request) and updated Negotiated Care Plan. If the significant change assessment is completed after the thirty (30) calendar day period and the assessment results in an increase in the daily rate, the adult family home provider may request a review from the Department. If a review is requested and it is determined that the assessment was not completed within thirty (30) calendar days of receipt of the fully completed required Form 15-558 and updated Negotiated Care Plan, and the failure to complete the assessment is due to Department error, the Department will

authorize payment beginning on the thirty-first (31st) day. When a significant change assessment is requested for residents currently on hospice services the timeline for case managers will be within ten (10) business days.

- C. The parties agree that issues or complaints related to an assessment should be resolved at the social worker/case manager level whenever possible; therefore, adult family home providers should discuss any concerns first with the consumer's social worker/case manager. If the issue cannot be resolved at that level and the adult family home provider wishes to raise the issue above the social worker/case manager level, the social worker's/case manager's supervisor is the next point of contact. If the issue is not resolved at the supervisor level, the following levels of staff can be accessed; however, resolution should be sought at each level prior to escalating to the next level: Field Services Administrator, Deputy Regional Administrator, Regional Administrator.

3.9 Contacts

- A. The department shall provide the AFHC with a semi-annual list containing contact information for designated Headquarters staff, Regional Administrators and Field Service Administrators, within Home and Community Services, Residential Care Services, within Aging and Long-Term Supports Administration (ALTSA) and Developmental Disabilities Administration.
- B. The Adult Family Home Council shall utilize the following Health Care Authority (HCA) contact information for questions and concerns: HCA1915services@hca.wa.gov and HCALaborRelations@hca.wa.gov.
- C. Department staff will respond to voicemail and email communication from adult family homes currently serving Medicaid funded residents within five (5) business days. Prior to filing a grievance, the adult family home provider will follow the department escalation process outlined in 3.8.C.

3.10 Medicaid Contracting

- A. Upon initial or renewal of any AFH contractor any other contract listed within the CBA, the department will enclose the following statement:

Collective Bargaining Agreement: AFH providers, who receive payments from Medicaid and state funded long-term care programs, are represented by the Adult Family Home Council. The Adult Family Home Council negotiates with the state every two years over Medicaid reimbursement rates. In addition, Adult Family Home Council provides AFHs with resources, training and advocates on behalf of AFH providers at the legislature. Please contact the Adult Family Home Council at www.adultfamilyhomecouncil.org, 360-754-3329 or 1-888-439-8999 (toll free) to learn more about the Adult Family Home Council and becoming a member.

ARTICLE 4

STATE RIGHTS

4.1 It is understood and agreed by the parties that the State has core management rights. Except to the extent modified by this Agreement, the State reserves exclusively all the inherent rights and authority to manage and operate its programs. The parties agree that all rights not specifically granted in this Agreement are reserved solely to the State and the State has the right to decide and implement its decisions regarding such management rights. Unless otherwise revised by statute, the mandatory subjects of bargaining between the parties shall be limited solely to: (1) economic compensation, such as manner and rate of subsidy and reimbursement, including tiered reimbursement; (2) health and welfare benefits; (3) professional development and training; (4) labor-management committees; (5) grievance procedures; and (6) other economic matters. The parties acknowledge that the mandatory subjects of bargaining listed above are the only subjects the parties are authorized to bargain.

4.2 Rights Reserved to the State

Examples of the rights reserved solely to the State, its agents and officials and to the extent these rights may be limited by other provisions of this Agreement as expressly provided herein include, but are not limited to the right:

- A. To operate so as to carry out the statutory, licensing and contractual mandates of the State;
- B. To establish the State's missions, programs, objectives, activities and priorities within the statutory mandates;
- C. To plan, direct and control the use of resources, including all aspects of the budget, in order to achieve the State's missions, programs, objectives, activities and priorities;
- D. To manage, direct and control all of the State's activities to deliver programs and services;
- E. To develop, modify and administer policies, procedures, rules and regulations and determine the methods and means by which operations are to be carried out;
- F. To establish qualifications of adult family home licensed and contracted providers and standards of accountability;
- G. To make and execute contracts and all other instruments necessary or convenient for the performance of the State's duties or exercise of the State's powers, including contracts with public and private agencies, organizations or corporations and adult family homes to pay them for services rendered or furnished;
- H. To determine the management organization, including recruitment, selection, retention and promotion to positions not otherwise covered by this Agreement;

- I. To extend, limit or contract out any or all services and/or programs of the State except as otherwise limited under [Article 9](#), Duty to Bargain, and specific to contracting out of bargaining unit work;
 - J. To take whatever actions the State deems necessary to carry out services in an emergency. The State shall be the sole determiner as to the existence of an emergency in keeping with a reasonable and prudent standard;
 - K. To modify any and all operations and work requirements in order to more efficiently and effectively provide services as a result of any existing and/or new laws, rules and regulatory provisions of state and/or federal origin which may in any way affect the State's ability to provide services;
 - L. To determine the method, technological means and numbers and kinds of personnel by which operations are undertaken; and
 - M. To maintain and promote the efficiency of public operations entrusted to the State.
- 4.3** The above enumerations of State rights are not inclusive and do not exclude other State rights not specified, including but not limited to those duties, obligations or authority provided under [Chapter 70.128 RCW](#) and to the extent not otherwise expressly limited by this Agreement. The exercise or non-exercise of rights retained by the State shall not be construed to mean that any right of the State is waived.
- 4.4** No action taken by the State with respect to a management right shall be subject to a grievance or arbitration procedure or collateral action/suit unless the exercise thereof violates an express written provision of this Agreement.

4.5 Fulfillment of Statutory Obligation

As provided under [RCW 41.56.029\(4\)\(c\)](#), this Agreement expressly reserves:

The legislature's right to make programmatic modifications to the delivery of state services under [RCW 70.128](#), including standards of eligibility of consumers and adult family home providers participating in the programs under [RCW 70.128](#) and the nature of services provided.

Nothing contained in this Agreement shall be construed as to subtract from, modify or otherwise diminish these rights in any manner.

ARTICLE 5

GRIEVANCE AND DISPUTE RESOLUTION

5.1 Dispute Resolution Philosophy

The State and the AFHC commit to address and resolve issues in a fair and responsible manner at the lowest possible level, and to use mediation and conflict resolution techniques when possible. The relationship of the parties depends on mutual respect and trust based on the ability to recognize and resolve disagreements. Prior to filing a grievance, the AFHC

and the State should attempt wherever possible to resolve problems informally and not resort to the formal grievance procedure.

5.2 Definitions

A. Grievance Definition

A grievance shall mean a dispute regarding the meaning or implementation of the provisions of this Agreement brought by the AFHC. The AFHC may not grieve issues outside the scope of this Agreement, including but not limited to selection or termination of an adult family home provider by a consumer, and/or any action taken by the consumer.

B. Computation of Time

The time limits in this Article must be strictly adhered to unless mutually modified in writing. Days are calendar days and will be counted by excluding the first day and including the last day of timelines. When the last day falls on a Saturday, Sunday or holiday, the last day will be the next day which is not a Saturday, Sunday or holiday. Transmittal of grievances, appeals and responses will be in writing and timelines will apply to date of receipt.

C. Failure to Meet Timelines

Failure by the AFHC to comply with the timelines will result in the automatic withdrawal of the grievance. Failure by the State to comply with the timelines will entitle the AFHC to move the grievance to the next step of the procedure.

D. Content

The written grievance must include the following information:

1. A summary of the pertinent facts surrounding the nature of the grievance;
2. The date or time period in which the incident occurred;
3. The specific Article and Section of the Agreement violated;
4. The step taken to informally resolve the grievance and the individuals involved in the attempted resolution;
5. An appropriate remedy for the grievance;
6. The name of the grievant;
7. The grievant's provider number; and
8. The name and signature of the AFHC representative filing the grievance.

E. Modifications to Grievances

No newly alleged violations and/or remedies may be added to the grievance after it is filed, except by written mutual agreement; provided, however, this shall not preclude the filing of a grievance arising out of a different incident.

F. Resolution

If the State provides the requested remedy or a mutually agreed upon alternative remedy for that grievance, the grievance will be considered resolved and may not be moved to the next step.

G. Withdrawal

A grievance may be withdrawn at any time.

H. Resubmission

If resolved, withdrawn or a timeline missed, that grievance cannot be resubmitted.

5.3 Grievance/Dispute Resolution Procedure

Step 1. Informal Resolution

In an attempt to resolve any grievable issue, the AFHC representative should confer with the State's designated representative prior to filing a written grievance.

Step 2. Written Grievance

If the grievance is not resolved at Step 1, the AFHC representative shall set forth the grievance in writing including a summary of the pertinent facts surrounding the grievance, the date or time period in which the incident occurred, the alleged violations of the Agreement, and an appropriate remedy.

The written grievance shall be submitted to the State within thirty (30) days of the occurrence of the alleged violation or within thirty (30) days of when the provider or the AFHC could reasonably have been aware of the incident or occurrence giving rise to the grievance. The written grievance will be submitted by the AFHC by email to OFM State Human Resources Labor Relations and Compensation Policy Section (LR&CP) at labor.relations@ofm.wa.gov.

The State or the State's designee shall meet with the grievant and their AFHC representative within thirty (30) days of receipt of the written grievance, in order to discuss and resolve the grievance. Subsequent to this meeting, if the grievance should remain unresolved, the State will provide a written response to the grievance within fourteen (14) days from the date the parties met to discuss the grievance. If the response does not resolve the grievance, the AFHC may, within fourteen (14) days of receipt of the response, proceed to Step 4, Arbitration.

Step 3. (Optional) Mediation

If the matter is not resolved in Step 2 and as an alternative prior to final and binding arbitration in Step 4, the parties may mutually agree to mediation in order to resolve the issue. The party initiating a mediation request must notify the other party in writing within fourteen (14) days of the AFHC receiving the State's written Step 2 response. The party receiving the request for mediation must notify the other party of whether they agree to mediation or not within fourteen (14) days of receipt of notification. If the party receiving the request for mediation does not agree to mediation or does not respond within the notification period, the AFHC may proceed to Step 4, Arbitration, within fourteen (14)

days of receiving notification of the decision not to mediate or within fourteen (14) days of the end of the notification period if the other party does not respond.

If the parties agree to mediation, the parties shall select a neutral mediator. Both parties shall submit a statement of their position on the issue. The mediator may also bring the parties together in person or virtual platform to attempt to resolve the issue.

The parties shall each pay one half (1/2) the costs or fees, if any, of the neutral mediator. Each party shall be responsible for its own costs including the costs of representation, advocacy, attorney's fees and the costs of each party's appointed representatives.

If the issue is successfully resolved by mediation, the agreement shall be signed and binding on all parties and will not form a precedent unless agreed to in writing by both parties. If the issue is not successfully resolved through mediation, the AFHC may, within thirty (30) days of the conclusion of mediation, proceed to Step 4, Arbitration. Conclusion of the mediation will be confirmed in writing.

The proceedings of any mediation will not be reported or recorded in any manner, except for agreements that may be reached by the parties during the course of the mediation or meeting. Statements made by the mediator, or by or to any party or other participant in the mediation may not later be introduced as evidence, may not be made known to an arbitrator or hearings examiner at a hearing, or may not be construed for any purpose as an admission against interest, unless they are independently admissible.

Step 4. Arbitration

If the grievance is not settled at Step 2 or 3, it may, within the time frames noted above, be referred by the AFHC to final and binding arbitration. The arbitrator shall be mutually agreed upon by the parties or, upon failure to agree upon an arbitrator, the AFHC shall, within fifteen (15) days of the request for arbitration, request a list of nine (9) arbitrators from the American Arbitration Association (AAA). The parties shall select an arbitrator by alternately striking names from the list of nine (9) arbitrators. A coin toss shall determine which party shall strike first.

The award of the arbitrator shall be final and binding upon both parties. The parties shall each pay one-half (1/2) the costs of the arbitration, including the fees to file for arbitration with the AAA and the fees of the arbitrator. Each party shall be responsible for its own costs including the costs of representation, advocacy, attorney's fees and witnesses. The arbitrator shall have no power to add to, subtract from, or change any of the terms or provisions of this Agreement.

ARTICLE 6

AFHC-MANAGEMENT COMMUNICATIONS COMMITTEE

6.1 Purpose

For the purpose of maintaining communications between the parties and to cooperatively discuss matters of mutual concern, the State and the AFHC agree to engage in discussions on topics of mutual interest as brought forth by either party. Additionally, the parties agree

to work collaboratively to develop educational opportunities for adult family home providers.

6.2 Meetings

The parties shall meet on a flexible basis, but no later than thirty (30) days after either party requests a meeting unless otherwise mutually agreed. Each party will provide the other with any topics for discussion at least fourteen (14) calendar days prior to the meeting. The State shall then distribute an agenda to the AFHC at least two (2) days in advance of the meeting. Meetings shall be held at mutually convenient times and ADA accessible locations. The parties should select participants for these discussions who are representative of the issues to be discussed and who bring to the discussion the authority to make decisions on behalf of the parties. Within seven (7) days following the meeting, the State shall distribute to the AFHC a follow-up list of action items that may require additional action prior to the next scheduled meetings.

6.3 Scope of Authority

Committee meetings established under this Article will be used for discussions and collaboration only. The committee will have no authority to conduct any negotiations, bargain collectively or modify any provision of this Agreement. The committees' activities are not subject to the grievance procedure in [Article 5](#). Except by written mutual agreement, discussions at AFHC-MCC meetings do not satisfy the State's duty to bargain in accordance with [Article 4](#), State Rights, and [Article 9](#), Duty to Bargain, of this Agreement and [RCW 41.56](#).

ARTICLE 7 PAYMENT

7.1 Base Daily Rates

- A. Effective July 1, 2025, the DSHS Base Daily Rates for adult family home providers will be as follows:

Classification	High	Standard
A Low (1)	\$137.47	\$125.67
A Med (2)	\$143.50	\$130.95
A High (3)	\$157.53	\$143.24
B Low (4)	\$140.59	\$128.40
B Med (5)	\$154.41	\$140.51
B Med H (6)	\$169.06	\$153.35
B High (7)	\$174.47	\$158.08
C Low (8)	\$157.11	\$142.88
C Med (9)	\$183.71	\$166.18
C Med H (10)	\$188.29	\$170.19
C High (11)	\$193.07	\$174.38
D Low (12)	\$168.85	\$153.16
D Med (13)	\$187.87	\$169.83
D Med H (14)	\$217.13	\$195.46
D High (15)	\$230.65	\$207.30
E Med (16)	\$251.08	\$225.20
E High (17)	\$270.31	\$242.05

High-cost area includes King, Pierce, and Snohomish Counties. Standard cost area includes all other WA state counties.

- B. Effective July 1, 2026, the DSHS Base Daily Rates for the adult family home providers will be as follows.

Classification	High	Standard
A Low (1)	\$139.12	\$127.14
A Med (2)	\$145.24	\$132.50
A High (3)	\$159.48	\$144.98
B Low (4)	\$142.28	\$129.91
B Med (5)	\$156.31	\$142.20
B Med H (6)	\$171.18	\$155.23
B High (7)	\$176.67	\$160.04
C Low (8)	\$159.06	\$144.61
C Med (9)	\$186.06	\$168.26
C Med H (10)	\$190.70	\$172.33
C High (11)	\$195.56	\$176.58
D Low (12)	\$170.97	\$155.05
D Med (13)	\$190.28	\$171.96
D Med H (14)	\$219.97	\$197.98
D High (15)	\$233.70	\$210.00
E Med (16)	\$254.43	\$228.17
E High (17)	\$273.95	\$245.26

High area includes King, Pierce, and Snohomish Counties. Standard cost area includes all other WA state counties.

C. PACE Base Daily Rates

Effective July 1, 2025 – June 30, 2027, PACE Organizations shall pay all adult family home providers serving Medicaid enrollees through a contract at a base daily rate not less than Appendix A, as determined by the DSHS CARE assessment. PACE may pay a base daily rate that is higher than Appendix A, based on PACE's own assessment of the enrollee in accordance with the federal regulation and state contractual obligations.

7.2 Expanded Community Service Daily Rate

- A. Adult family home providers who have a contract with the State to provide expanded community services for a client shall receive the Expanded Community Service (ECS) daily rate or the Base Daily Rate, whichever is greater.
- B. Effective July 1, 2025, the ECS daily rate shall be: two hundred fifty-four dollars and thirty-three cents. (\$254.33).
- C. Effective July 1, 2026, the ECS daily rate shall be: two hundred fifty-six dollars and twenty-five cents (\$256.25).
- D. A PACE organization may contract with an adult family home to provide expanded community services. The Department will provide PACE organizations with its ECS contract terms and rate structure. If the PACE organization utilizes the ECS contract terms, the PACE organization shall pay the adult family home at least the ECS rate above for those services.
- E. An adult family home will receive compensation described in section 7.2.B & C, when an eligible client has an assessed need, chooses to receive ECS and a behavioral health provider is not currently available. The department will verify alternative plans to temporarily meet the client's behavioral health needs until a qualified behavioral health provider is authorized to serve the client.

7.3 Specialized Behavioral Support Add-On Rate

- A. Adult family home providers who have a contract with the State to provide specialized behavioral support services for a client shall receive the Specialized Behavioral Support (SBS) add-on rate in addition to the Base Daily Rate.
- B. Effective July 1, 2025, the SBS add-on rate shall remain one-hundred sixty-five dollars (\$165.00).
- C. Effective July 1, 2026, the SBS add-on rate shall be one-hundred seventy-eight dollars (\$178.00).
- D. An adult family home will receive compensation described in section 7.3.B. when an eligible client has an assessed need, chooses SBS and a behavioral health

provider is not currently available. The department will verify alternative plans to temporarily meet the client's behavioral health needs until a qualified behavioral health provider is authorized to serve the client.

- E. A PACE organization may contract with an adult family home to provide specialized behavioral support services. The Department will provide PACE organizations with its SBS contract terms and rate structure. If the PACE organization utilizes the SBS contract terms, the PACE organization shall pay the adult family home at least the SBS rate above for those services.

7.4 HIV/AIDS House Rates (Excluding PACE Organizations)

- A. Adult family home providers who have a contract with the State to provide specialized HIV/AIDS care shall receive a specialized daily rate, or the Base Daily Rate, whichever is greater.
- B. Effective July 1, 2025, the daily rate for adult family homes providing specialized HIV/AIDS care shall be: one hundred seventy-seven dollars (\$177.00).
- C. Effective July 1, 2026, the daily rate for adult family homes providing specialized HIV/AIDS care shall be: one-hundred seventy-eight dollars and seventy-five (\$178.75).

7.5 Private Duty Nursing Services (Excluding PACE Organizations)

- A. Specialty Private Duty Nursing Daily Rate
 - 1. Adult family home providers who have a contract with the State to provide daily skilled nursing services for up to six (6) clients residing in their facility, when authorized by the Department to be paid the all-inclusive daily rate for such services, shall receive the Specialty Private Duty Nursing Daily Rate.
 - 2. Effective July 1, 2025, the Specialty Private Duty Nursing Daily Rate shall remain eight hundred ninety-eight dollars and ninety-five cents (\$898.95).
 - 3. If the Legislature increases the Private Duty Nursing Hourly Rates and appropriates funds to the Department for those increased rates, the increased rates will be considered to be the rates in subsection A.2 above.

7.6 Respite Services (Excluding PACE Organizations)

- A. Adult family home providers who have a contract with the State to provide Respite Services as defined in [WAC 388-845](#), [WAC 388-825](#) and [WAC 388-106](#) shall receive a Respite Hourly Rate.
- B. Respite Hourly Rate for Up to Nine (9) hours
 - 1. Effective July 1, 2025, the Respite Hourly Rate paid to adult family home providers providing up to nine (9) hours of respite services in a twenty-four (24) hour period shall be: twenty-three dollars and sixty-eight cents (\$23.68).

2. Effective July 1, 2026, the Respite Hourly Rate paid to adult family home providers providing up to nine (9) hours of respite services in a twenty-four hour (24) period shall be: twenty-four dollars and four cents (\$24.04).

C. Respite Hourly Rate for Nine (9) or More Hours

1. Effective July 1, 2025, adult family home providers who provide nine (9) or more hours of respite services in a twenty-four (24) hour period, including overnight stays, shall receive a maximum amount of two hundred thirteen dollars and twelve cents (\$213.12).
2. Effective July 1, 2026, adult family home providers who provide nine (9) or more hours of respite services in a twenty-four (24) hour period, including overnight stays, shall receive a maximum amount of two hundred sixteen dollars and thirty-six cents (\$216.36).
3. Effective July 1, 2025, for clients who have a CARE Classification Base Daily Rate that is higher than the maximum amount of two hundred thirteen dollars and twelve cents (\$213.12). the provider shall receive up to eleven (11) hours, which is equivalent to two-hundred sixty dollars and forty-eight cents (\$260.48). This subsection does not apply to adult family homes who have a contract with the State to provide respite services for clients under the MAC and TSOA programs. Clients in the MAC and TSOA programs are not assessed in CARE and therefore do not have a CARE classification base daily rate.
4. Effective July 1, 2026, for clients who have a CARE Classification Base Daily Rate that is higher than the maximum amount of two hundred sixteen dollars and thirty-six cents (\$216.36), the provider shall receive up to eleven (11) hours, which is equivalent to two hundred sixty-four dollars and forty-four cents (\$264.44). This subsection does not apply to adult family homes who have a contract with the State to provide respite services for clients under the MAC and TSOA programs. Clients in the MAC and TSOA programs are not assessed in CARE and therefore do not have a CARE classification base daily rate.

7.7 Community Integration Payment

- A. Adult family home providers who have a contract with the State to provide support to clients with an assessed need for support to access and participate in the community will receive an adjusted daily rate. The adjusted daily rate will be the total Community Integration daily rate added to the Base Daily Rate.
 1. Effective July 1, 2025, the Community Integration Service rates shall remain five dollars and ten cents (\$5.10).
- B. Adult family home providers who transport clients to access and participate in the community as authorized in the client's care or service plan, will be reimbursed per

mile driven for up to one hundred (100) miles per month per client based on the standard mileage rate recognized by the Internal Revenue Service federal mileage.

- C. Adult family home providers who offer and provide support to clients with an assessed need for support to access and participate in the community through a contract with a PACE organization will receive a rate inclusive of the Community Integration rates described above.

7.8 Mileage Reimbursement

Adult family home providers shall be compensated for transporting their residents to medical providers as authorized in the client's care or service plans for individual residents. Such compensation shall be paid on a per mile driven basis at the standard mileage rate as recognized by the Internal Revenue Service, up to a maximum of fifty (50) miles per month per resident.

7.9 Bed Hold Rates

The State shall pay an adult family home who holds a bed for a client, in accordance with [WAC 388-105-0045](#), seventy percent (70%) of the Base Daily Rate for the first through the seventh day and fifteen dollars (\$15.00) a day for the eighth day through the twentieth day.

7.10 Social Leave

If a client is absent from the adult family home for recreational or socialization purposes (Social Leave), the State shall pay the provider the authorized rate for the client for up to eighteen (18) Social Leave days per calendar year. Social Leave does not include absences for medical, therapeutic, or recuperative purposes.

7.11 DDA Meaningful Day and HCS Meaningful Day Activities Add On Rate

- A. The State has created two separate Meaningful Day contracts for clients served by the Developmental Disabilities Administration (DDA) and the Home and Community Services (HCS) division within the Aging and Long-Term Support Administration (ALTSA) respectively. The State's intention in creating separate contracts for each Administration is to allow Meaningful Day to be tailored more specifically to the needs of clients served by each Administration.
- B. Adult family home providers who completed Session One training, are under a contract with the State and have an authorization to provide meaningful day activities for an eligible client served by DDA shall receive the DDA Meaningful Day add-on rate in addition to the Base Daily Rate. DDA Meaningful day activities are person-centered daily activities with a goal of increasing activity participation, redirection of behaviors and improved quality of life.
 - 1. Effective July 1, 2025, the DDA Meaningful Day add-on rate shall remain forty dollars (\$40.00) per day.
- C. Adult family home providers who completed Session One training, are under a contract with the State and have an authorization to provide HCS Meaningful Day activities for an eligible client served by ALTSA shall receive the HCS Meaningful

Day add-on rate in addition to the Base Daily Rate. HCS Meaningful Day will consist of training and resources to assist adult family home providers in serving eligible clients and activities that are person-centered daily activities with a goal of increasing activity participation, redirection of behaviors and improved quality of life.

1. Effective July 1, 2025, the HCS Meaningful Day add-on rate shall remain forty dollars (\$40.00) per day.
2. A PACE organization may contract with an adult family home to provide HCS meaningful day activities. The Department will provide PACE organizations with its HCS Meaningful Day contract terms and rate structure. If the PACE organization utilizes the HCS Meaningful Day contract terms, the PACE organization shall pay the adult family home at least the HCS Meaningful Day rate above for those services.

7.12 Medical Escort Fee

For the purposes of this collective bargaining agreement, a medical escort means assistance and accompaniment provided to the resident for the duration of a medical appointment where the resident could not otherwise participate in the medical appointment without assistance, due to physical or cognitive challenges.

- A. Effective July 1, 2025, adult family home providers will be compensated for accompanying an individual resident to medical appointments as identified in the resident's DSHS plan of care. The adult family home provider will be authorized at a rate of twenty-three dollars and sixty-eight cents (\$23.68) per hour, up to twenty-four (24) hours per resident, per year. Adult family home providers are not eligible for the medical escort fee if the resident has one-on-one caregiver support during the time of the scheduled medical appointment. Adult family home providers claiming a medical escort fee as described above will retain records of the medical appointment in the resident's file.
- B. Effective July 1, 2026, adult family home providers will be compensated for accompanying an individual resident to medical appointments as identified in the resident's DSHS plan of care. The adult family home provider will be authorized at a rate of twenty-four dollars and four cents (\$24.04) per hour, up to twenty-four (24) hours per resident, per year. Adult family home providers are eligible to receive the medical escort fee if all other means of escort have been exhausted. Adult family home providers claiming a medical escort fee as described above will retain records of the medical appointment in the resident's file.

7.13 Supportive Supervision

- A. Intensive Behavioral Supportive Supervision (IBSS)

Managed Care Organizations who are approved by the Health Care Authority to contract for Intensive Behavioral Supportive Supervision in an adult family home setting, shall pay adult family home providers serving eligible Medicaid enrollees

at the daily rate from the table below for supportive supervision and oversight. The daily rate will be determined/authorized using standardized tiering criteria.

B. Community Behavioral Health Supports

Managed Care Organizations who are contracted through the Health Care Authority for 1915(i), shall pay adult family home providers serving eligible Medicaid enrollees at a daily rate from the table below for supportive supervision and oversight. The daily rate will be determined/authorized using a standardized tiering criteria.

Tier Assignment	Number of Hours served on a per day basis	Daily Rate
Tier 1	.5-2	\$36.30
Tier 2	2.1-6	\$98.01
Tier 3	6.1-10	\$194.81
Tier 4	10.1-15	\$303.71
Tier 5	15.1-20	\$424.71
Tier 6	20.1-24	\$528.00

Payments in subsection A and B are per diem rates that are paid based on the agreed upon negotiated plan of care for the individuals. These plans include determination of the level of service hours necessary based upon behaviors displayed and agreed upon tier necessary.

C. Single Case Agreements (SCAs) for In Lieu of Services-Intensive Behavioral Health Supportive Supervision (ILOS-IBSS) and Community Behavioral Health Supportive Supervision and Oversight Services will strictly adhere to the negotiated tiered rate structure. These SCAs will be entered into when a provider has not completed the enrollment process with HCA and/or completed the credentialing process with a Managed Care Organization, all of these steps are necessary to execute a full provider agreement.

D. HCA and AFH Council agree that adult family home providers providing supportive supervision and oversight may require additional support based on their experience and will discuss options for providing additional support as needed.

ARTICLE 8 TRAINING AND HEALTH CARE

8.1 Adult Family Home Administrator Training class

A. The State shall require the trainer for the Adult Family Home (AFH) Administrator Training class to notify the AFHC when classes are scheduled and grant access, not to exceed forty-five (45) minutes, at the AFH Administrator Training class. Access to this course will be either in person or, if available, via virtual classroom, phone, or video. AFHC must work directly with the trainer regarding any alternative access

means. Agreements between AFHC and the trainer must occur prior to any sort of presentation arrangement that is not in person (via phone, video, or virtual classroom). Adequate notice shall be fourteen (14) working days. In addition, the State will provide the AFHC with a list of any contracted community colleges that will provide the AFH Administrator Training class. Regular class schedules as published by the community college, including on-line schedules, shall serve as notification to the AFHC for these classes. The AFHC presentation topics will be limited to the following: AFHC organization, adult family home providers' representation status and benefits and adult family home provider advanced and additional training opportunities. The AFHC may issue a certificate to those who complete the forty-five (45) minute orientation.

- B. The AFHC may (at its discretion) provide the trainer of the AFH Administrator class with copies of a brochure outlining the providers' collective bargaining benefits, to be distributed by the trainer and AFHC with other orientation and training materials. This document will be neutral in content and approved by the State and the AFHC prior to distribution.

8.2 Adult Family Home Mandatory Training

- A. The parties recognize that one dollar and twenty-eight cents (\$1.28) per client per day will be added to the Base Daily Rates reflected in [Article 7](#), Payment, for the period of July 1, 2025, through June 30, 2027.

This payment is intended to cover the costs of time spent in training and the costs of tuition for core basic, continuing education, and training required to qualify a provider, as required under [WAC 388-112A](#) for providers in adult family homes.

- B. Effective July 1, 2023, all classifications will have seventy-five cents (\$0.75) per client per bed day contributed to the Adult Family Home Training Network.
- C. Effective July 1, 2024, all classifications will have one-dollar (\$1.00) per client per bed day contributed to the Adult Family Home Training Network.

The "AFH Client Bed Days Paid by Service Month Report" as defined in the vendor contract will be used to calculate the amount owed to the Adult Family Home Training Network for work completed for each specific calendar month. The report will be provided by the State after the end of each calendar month. The amount calculated by the report following a time period defined by the vendor contract is the final amount that will be paid by the State to the Adult Family Home Training Network for that specific calendar month.

- D. The State will refer bargaining unit member inquiries related to the implementation of the Adult Family Home Training Network to the Adult Family Home Council or the contractor for the Adult Family Home Training Network.

8.3 Health Care

The parties recognize that three dollars and forty-five cents (\$3.45) per client per day will be added to the Base Daily Rates reflected in [Article 7](#), Payment, for health care coverage costs for adult family home owners.

ARTICLE 9 DUTY TO BARGAIN

Nothing contained in this Agreement shall be construed as to diminish the obligation of the parties to discuss and/or negotiate over those subjects appropriate under the law and to the extent that the State has lawful control over those subjects. This specifically includes economic compensation, such as manner and rate of subsidy and reimbursement, including tiered reimbursement; health and welfare benefits; professional development and training; labor-management committees; grievance procedures and other economic matters. The State will notify the Executive Director of the AFHC of the initiation of rule changes affecting a matter that is an appropriate subject of bargaining as listed above. In the event the Council does not request negotiations within twenty-one (21) calendar days of receipt of the notice, the State may implement the changes without further negotiations. There may be emergency or mandated conditions that are outside of the State's control requiring immediate implementation, in which case the State will notify the Council as soon as possible. The notification must include:

1. A description of the intended change including any information relevant to the impacts of the change on AFH Providers.
2. The date the State intends to implement the change.

In the event the State enters into a new contract with a new managed care organization to provide services to Medicaid enrollees, for a new program or makes changes to an existing contract with an existing MCO, the State agrees to notify the Executive Director of the AFHC and negotiate in accordance with the provisions of [RCW 41.56](#).

In the event the State enters into a contract with a new PACE organization and the terms of the contract with that organization are different from the terms of a contract already in place with a PACE organization, the State agrees to notify the Executive Director of the AFHC and negotiate, in accordance with the provisions of [RCW 41.56](#).

ARTICLE 10 SAVINGS CLAUSE

This Agreement shall be subject to all present and future applicable federal, state and local laws and rules and regulations of governmental authority. Should any provision of this Agreement, or the application of such provision to any person or circumstance be invalidated or ruled contrary to law by Federal or State court, or duly authorized agency, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

In the event of such invalidation, the parties shall promptly meet to negotiate a substitute provision. Any changes or amendments to this Agreement shall be in writing and duly executed by the parties and their representatives.

ARTICLE 11

DISTRIBUTION OF AGREEMENT

The State shall electronically post the Agreement on the Office of Financial Management/State Human Resources/Labor Relations and Compensation Policy Section (OFM/SHR/LRS) web page for access by members of the bargaining unit. The State shall provide the AFHC contact information and the link to this Agreement on the OFM/SHR/LRS web page to both new and renewing adult family home contracted providers.

ARTICLE 12

TERM OF THE AGREEMENT

12.1 Severability

This Agreement shall be subject to all present and future applicable federal, state and local laws and rules and regulations of governmental authority that are not subject to collective bargaining. Should any part of this Agreement or any provisions contained herein be judicially determined to be contrary to law, such invalidation of such part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

12.2 Term of Agreement

This Agreement shall be effective July 1, 2025, and shall remain in full force and effect until June 30, 2027. In accordance with [RCW 41.56.440](#), the parties shall begin negotiations no later than May 1, 2026. If no successor agreement has been reached, or if the legislature has not approved appropriations required to fund the economic provisions of a successor agreement as of June 30, 2027, all the terms of this Agreement shall remain in effect until the effective date of a subsequent agreement, not to exceed one (1) year from the expiration date.

ARTICLE 13

DUES DEDUCTION

13.1 Dues Deduction

A. Upon written authorization from an adult family home provider, the State as a payor, but not as the Employer, shall deduct from a bargaining unit member's provider payment a monthly amount of dues as determined by AFHC. The State shall remit all deducted dues to the AFHC. The State shall not collect or reconcile any retroactive dues.

- B. The State will furnish an AFHC dues deduction authorization form to AFHC bargaining unit members who are newly contracted providers, renewing an existing contract, or have a change in ownership of an existing Adult Family Home. The AFHC will provide the State with an electronic version of the AFHC dues deduction authorization form. In addition, the AFHC, at its own expense, will be responsible for providing the State with sufficient hard copies for distribution.
- C. The Department shall provide AFHC with an electronic spreadsheet including the ProviderOne ID, Provider Name, DSHS License Number and amount withheld for each payment period resulting in dues being allocated to AFHC.

13.2 AFHC Voluntary Contribution

Upon written request from a bargaining unit Adult Family Home provider, the State will deduct a voluntary contribution to AFHC, in any amount specified by the Adult Family Home provider, from the monthly provider's payments.

13.3 Indemnify and Hold Harmless

The AFHC and each adult family home provider, for compliance with this Article, hereby agree to indemnify and hold the State harmless from all claims, demands, suits or other forms of liability for or on account of any dues deducted from adult family home provider's payment. If an error is made in the amount of dues fees remitted to the AFHC, the AFHC shall expeditiously rectify the error.

13.4 PACE Organizations

[Article 13.1](#) and [13.2](#) above does not apply to payments to adult family home providers serving Medicaid enrollees through a contract with a PACE organization. Adult family home providers serving Medicaid enrollees through a contract with a PACE organization may, however, pay voluntary contributions to the AFHC through a mechanism established by the AFHC. The State is not a party to this transaction.

APPENDIX A
JULY 1, 2025, ALTSA ADULT FAMILY HOME DAILY RATES, TRAINING AND
HEALTHCARE BENEFITS FOR CLIENTS ASSESSED WITH CARE

Service Area	High	Standard
Classification	AFHC Daily Rate	AFHC Daily Rate
A Low (1)	\$ 142.20	\$ 130.40
A Med (2)	\$148.23	\$ 135.68
A High (3)	\$ 162.26	\$ 147.97
B Low (4)	\$ 145.32	\$ 133.13
B Med (5)	\$ 159.14	\$ 145.24
B Med H (6)	\$ 173.79	\$ 158.08
B High (7)	\$ 179.20	\$ 162.81
C Low (8)	\$ 161.84	\$ 147.61
C Med (9)	\$ 188.44	\$ 170.91
C Med H (10)	\$ 193.02	\$ 174.92
C High (11)	\$ 197.80	\$ 179.11
D Low (12)	\$ 173.58	\$ 157.89
D Med (13)	\$ 192.60	\$ 174.56
D Med H (14)	\$ 221.86	\$ 200.19
D High (15)	\$ 235.38	\$ 212.03
E Med (16)	\$ 255.81	\$ 229.93
E High (17)	\$ 275.04	\$ 246.78

Effective July 1, 2026, the ALTSA Adult Family Home Daily Rates, Training, and Healthcare Benefits for Clients Assessed with Care will be as follows:

Service Area	High	Standard
Classification	AFHC Daily Rate	AFHC Daily Rate
A Low (1)	\$ 143.85	\$ 131.87
A Med (2)	\$ 149.97	\$ 137.23
A High (3)	\$ 164.21	\$ 149.71
B Low (4)	\$ 147.01	\$ 134.64
B Med (5)	\$ 161.04	\$ 146.93
B Med H (6)	\$ 175.91	\$ 159.96
B High (7)	\$ 181.40	\$ 164.77
C Low (8)	\$ 163.79	\$ 149.34
C Med (9)	\$ 190.79	\$ 172.99
C Med H (10)	\$ 195.43	\$ 177.06
C High (11)	\$ 200.29	\$ 181.31
D Low (12)	\$ 175.70	\$ 159.78
D Med (13)	\$ 195.01	\$ 176.69
D Med H (14)	\$ 224.70	\$ 202.71
D High (15)	\$ 238.43	\$ 214.73
E Med (16)	\$ 259.16	\$ 232.90
E High (17)	\$ 278.68	\$ 249.99

***High- King Pierce and Snohomish Counties Standard: all other Washington Counties: Adams, Asotin, Benton, Clark, Chelan, Clallam, Columbia, Cowlitz, Douglas, Ferry, Franklin, Island, Kitsap, Kittitas, Garfield, Grant, Grays Harbor, Jefferson, Klickitat, Lewis, Lincoln, Mason, Okanogan, Pacific, Pend Oreille, San Juan, Skagit, Skamania, Spokane, Stevens, Thurston, Wahkiakum, Walla Walla, Whatcom, Whitman, and Yakima.

**A. MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
DEPARTMENT OF SOCIAL AND HEALTH SERVICES
AND
THE ADULT FAMILY HOME COUNCIL**

DDA Specialty Adult Family Home Pilot

Pursuant to ESSB 5187, section 203(bb) page 173, the Department of Social and Health Services (DSHS), Developmental Disabilities Administration, (DDA) will continue the pilot program which provides a specialty rate to Adult Family Homes participating in this pilot. The Pilot will continue to serve 100 individuals with intellectual or developmental disabilities, who also have co-occurring health or behavioral health diagnoses, living in Adult Family Homes and provide a proactive person-centered approach to care by designing specialty services specifically for intellectual/developmental disabilities (I/DD).

The parties have agreed to the following terms:

- 1) The DDA Specialty AFH Pilot monthly rate per participating DDA-paid client is \$2500.00 per month.
 - a. The monthly reimbursement will be the standard amount multiplied by the number of participating DDA-paid clients who reside in the DDA Specialty AFH on the first (1st) day of each month.
- 2) DDA will provide the AFHC with a quarterly report containing the following information:
 - a. The total number of payments,
 - b. Total number of participating clients

- c. The number of DDA Pilot trainings offered, the number of AFH staff enrolled and the number of AFH staff completing courses.

This MOU will expire on June 29, 2027.

Dated August 7, 2023

For the Employer

For the Union

/s/

/s/

Brenda Moen, Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

John Ficker, Executive Director
Adult Family Homes Counsel

**B. MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
THE HEALTH CARE AUTHORITY
AND
THE ADULT FAMILY HOME COUNCIL**

Clearinghouse

The Health Care Authority (HCA) anticipates initiating the procurement process for a claim's clearinghouse in the Fall 2024 and having a contract in place by Spring 2025. The Clearinghouse will be the Adult Family Home provider's main point of contact for claims processing within the managed care delivery system. AFH providers will submit their Community Behavioral Health Supports, and the Intensive Behavioral Supportive Supervision services claims for Managed Care enrollees directly to the clearinghouse for processing.

HCA is committed to maintaining communication with the Adult Family Home Council related to the progress in securing the contract with a clearinghouse and the timelines associated with the process. As HCA develops its Request for Proposal (RFP) it will ask the Council for feedback on developing RFP questions related to provider training and support.

HCA will provide the following information:

A. Data and Reporting

HCA will ensure that the following data points are available to the AFHC on a regular basis, depending on the vendor's capabilities:

1. The number of claims submitted by AFHs.
2. Monthly reports that include the number of accepted claims/encounters versus those that were not accepted on initial submission, and error rates by types of errors for the previous month.

B. Training and Orientation

HCA is committed to maintaining ensuring the Adult Family Home providers have training and support available, as they begin using the clearinghouse.

This MOU will expire on June 30, 2027.

An electronic signature to this Agreement shall be given effect as if it were an original signature.

For the Employer

For the Union

/s/

/s/

Brenda Moen, Lead Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

John Ficker, Executive Director
Adult Family Home Council

**C. MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
DEPARTMENT OF SOCIAL AND HEALTH SERVICES
AND
ADULT FAMILY HOME COUNCIL**

Enhancements to Resident Information Provided to AFH Providers

In response to concerns raised by the Adult Family Home Council (AFHC) related to communications with AFH providers about Medicaid resident program eligibility and notice of assignment of case managers, the Department of Social and Health Services (department) agrees to the following:

Financial Eligibility Review Period

- a) The department will evaluate the feasibility of adding a financial eligibility period on the client's plan of care. The department will communicate to the AFHC whether this functionality is feasible by January 1, 2026.
- b) In the event this functionality is determined feasible and can be prioritized and implemented within the department's available resources, the department will also communicate an implementation date by January 1, 2026.

Primary Case Manager Assignment

- a) The department will evaluate the feasibility of creating functionality to notify AFH providers when there is a change in the primary case manager for the department resident in their care. The department will communicate to the AFHC whether this functionality is feasible by January 1, 2026.
- b) In the event this functionality is determined feasible and can be prioritized and implemented within the department's available resources, the department will also communicate an implementation date by January 1, 2026.

This MOU will expire on June 30, 2027.

For the Employer

For the Union

/s/

/s/

Brenda Moen, Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

John Ficker, Executive Director
Adult Family Homes Counsel

Adult Family Homes Council 2025-2027

**D. MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
DEPARTMENT OF SOCIAL AND HEALTH SERVICES
AND
ADULT FAMILY HOME COUNCIL**

Extended Social Leave Policy

No later than June 30, 2026, the department shall convene listening sessions with stakeholders to review criteria related to social leave use beyond the current limit of 18 days. This conversation shall review:

- The adequacy of an eighteen (18) day benefit
- The criteria and process for requesting days beyond 18
- The impact on the residents and families
- The impact on the Adult Family Home

The department will remove reference to ETRs in current policy and review the Social Leave policy, considering feedback from the listening sessions.

This MOU will expire on June 30, 2027.

An electronic signature to this Agreement shall be given effect as if it were an original signature.

For the Employer

For the Union

/s/

/s/

Brenda Moen, Lead Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

John Ficker, Executive Director
Adult Family Home Council

THE PARTIES, BY THEIR SIGNATURES BELOW, ACCEPT AND AGREE TO THE
TERMS AND CONDITIONS OF THIS COLLECTIVE BARGAINING AGREEMENT.

Executed this 1st day of July 2025.

For the Adult Family Home Council:

_____/s/
Hope Reffett
Executive Director, Interim
Adult Family Home Council

For the State of Washington:

_____/s/
Bob Ferguson
Governor

_____/s/
Gina Comeau, Section Chief
OFM/SHR, Labor Relations and
Compensation Policy Section

_____/s/
Brenda Moen, Lead Negotiator
OFM/SHR, Labor Relations and
Compensation Policy Section