

Select originating program

Mike Morris

Authorized signature

Number: AMH-IM-13-05
Issue date: 12-2-2013

Topic: Long Term Care/Adult Foster Home

Subject: Ratification of the 2013-2015 Adult Foster Home Collective Bargaining

Applies to (check all that apply):

- | | |
|---|---|
| <input type="checkbox"/> All DHS employees | <input type="checkbox"/> County DD Program Managers |
| <input type="checkbox"/> Area Agencies on Aging | <input checked="" type="checkbox"/> County Mental Health Directors |
| <input type="checkbox"/> Aging and People with Disabilities | <input type="checkbox"/> Health Services |
| <input type="checkbox"/> Children, Adults and Families | <input checked="" type="checkbox"/> Other (please specify): AMH Licensing Staff and Manager |

Message:

The 2013-2015 Collective Bargaining Agreement between the State of Oregon and the Service Employees International Union, 503 (SEIU) was ratified on September 9, 2013. The link to the document is: http://www.seiu503.org/files/2013/06/11-13AFRC_Final-1.pdf

OHA is still waiting for a fully executed copy of the agreement. Once this becomes available we will post a link to it on the AMH Webpage. The following are the key items that will be implemented based on the agreement:

Rate increases:

Effective 10/1/2013 AMH payments for Adult Foster Homes were increased by 2.4% as a cost of living increase. OHA will soon be in informing County Mental Health Programs and AFH providers of a new rate methodology. The new methodology Collective Bargaining Agreement. See Appendix B.

Investigation Status:

Providers or Union Stewards can request a status update from the local office, OLRO, or OAAPI regarding any active investigation and will receive a response to that request (Article 11, Section 6).

Complaint Resolution:

The Complaint Resolution process was moved to an article and is available for AFH

providers. New materials will be created for this process to make sure providers are aware (Article 12).

No Retaliation:

A new article was created outline expectations related to no retaliation and appropriate treatment of providers (Article 13).

Community Nursing Services:

Parties agreed in bargaining that an Adult Foster Home provider could apply to be a LTC Community Nursing Provider. They could not do both jobs at the same time, but this would not be considered a conflict of interest, since neither position is an employee of the State; they are independent contractors or providers (LOU: LTC Community Nursing Program).

If you have any questions about this information, contact:

Contact(s):	Ralph Summers		
Phone:	503-945-9725	Fax:	NA
Email:	RALPH.H.SUMMERS@dhsosha.state.or.us		

COLLECTIVE BARGAINING AGREEMENT



between the

**State of
Oregon**

and

SEIU

**SERVICE EMPLOYEES
INTERNATIONAL UNION,
LOCAL 503, OPEU**

□
2013
-
2015
□

**Adult Foster Care &
Relative Care Providers**

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ARTICLE 1 – PARTIES TO THE AGREEMENT

This Agreement is between Service Employees International Union, Local 503, OPEU (Union) and the State of Oregon, acting through the Department of Administrative Services (DAS).

ARTICLE 2 – RECOGNITION

2.1 EXCLUSIVE REPRESENTATIVE

The State recognizes the Union as the exclusive representative for a single strike-prohibited bargaining unit consisting of all eligible licensed Adult Foster Care Home Providers as listed in Section 2 of this Article.

2.2 BARGAINING UNIT DEFINITION

The bargaining unit consists of all Adult Foster Care Home Providers as defined in this Section, excluding substitute caregivers, employees of the Provider and Providers who do not live in one of their adult foster care homes and other employees excluded from the protection of the Public Employee Collective Bargaining Act.

- A. For purposes of this Agreement, the term "Adult Foster Care Home Provider" means:
- (I) any natural person who:
 - (i) is licensed to and provides adult client services in and lives in the Provider's home; and
 - (ii) directly receives service payment from the State of Oregon under Department of Human Services/Oregon Health Authority Adult Foster Home Programs; or
 - (II) any natural person who:
 - (i) is licensed to and provides adult client services in and lives in the Provider's own home; and
 - (ii) owns a controlling interest in, or is an officer or partner of, an entity (e.g., corporation, Limited Liability Corporation (LLC) or partnership) that directly receives service payment from the State of Oregon under Department of Human Services/Oregon Health Authority Adult Foster Home Programs for services provided in such Provider's own home.

B. For purposes of this Agreement, the following definitions apply:

- "own home" means one's full-time domicile that is the licensed Adult Foster Home and where the Provider customarily and regularly conducts his or her activities of daily living, e.g., sleeping, eating, bathing, and recreating at that domicile. This language does not mean that the Provider is required to be present twenty-four (24) hours a day or seven (7) days a week, but rather is meant to clarify that a Provider resides on a full-time basis with a state-funded resident at that licensed domicile.
- "partner" means an individual who, with one or more other persons, is co-owner of a business for profit (ORS 67.005(7)).
- "officer" means a corporation's president or secretary and other officers not to exceed a total of three (3) for the corporation.
- "controlling" means a majority interest in the Provider entity.

2.3 BARGAINING UNIT MODIFICATIONS

When there has been a determination of the Employment Relations Board to modify the bargaining unit listed in Section 2 of this Article or when the Parties reach mutual agreement to modify, negotiations will be entered into as needed or as required by law.

ARTICLE 3 – TERM OF AGREEMENT

3.1 TIMELINES

- (a) This Agreement shall become effective on the date of the last signature by representatives of the State and the Union on the complete agreement after full acceptance by the Parties, and expires on June 30, 2015.
- (b) Either party may give written notice no less than one hundred and eighty (180)-days preceding the expiration of the Agreement of its desire to negotiate a successor Agreement.
- (c) Negotiations shall commence at a mutually agreeable date after receipt of such notice.

3.2 REOPENING LIMITATIONS

This Agreement shall not be opened during its term except by mutual agreement of the Parties, by proper use of **Article 5 – Separability**, as provided for under ORS 243.698, or as otherwise specified in the Agreement.

ARTICLE 4 – COMPLETE AGREEMENT

4.1

Pursuant to their statutory obligations to bargain in good faith, the State and the Union have met in full and free discussion concerning matters in "employment relations" as defined by ORS 243.650(7). This Agreement incorporates the sole and complete agreement between the State and the Union resulting from these negotiations.

4.2

The Parties recognize the full right of the State to issue rules, regulations and procedures and that these rights are diminished only by the law and this Agreement, including interpretative decisions which may evolve pursuant to the proper exercise of authority given by the law or this Agreement.

4.3

The State agrees to bargain over any change(s) it proposes to make to mandatory subjects of bargaining not covered by the Agreement pursuant to the Public Employee Collective Bargaining Act (PECBA). Changes to any of the terms and conditions contained in the Agreement may be made by mutual agreement or as otherwise allowed by ORS 243.698 or ORS 243.702.

ARTICLE 5 – SEPARABILITY

In the event that any provision of this Agreement is at any time declared invalid by any court of competent jurisdiction, declared invalid by final Employment Relations Board (ERB) order, made illegal through enactment of federal or state law or through government regulations having the full force and effect of law, such action shall not invalidate the entire Agreement, it being the express intent of the Parties hereto that all other provisions not invalidated shall remain in full force and effect. The invalidated provision shall be subject to re-negotiation by the Parties within a reasonable period of time from either Party's request.

ARTICLE 6 – UNION RIGHTS

6.1 BULLETIN BOARDS

The Union shall be allowed to provide and maintain a bulletin board or share space on an existing bulletin board in an area regularly accessible by the Provider where space is deemed available by the Adult Foster Care and Relative Adult Foster Care Providers and the local field representatives (DHS/OHA or Area Agencies on Aging (AAA), or Community Mental Health Program (CMHP)), or the Community Developmental Disability Program (CDDP). Such space shall not be denied for arbitrary or capricious reasons.

6.2 UNION PRESENTATION AT TRAININGS AND ORIENTATIONS

The Union shall be granted thirty (30) minutes to discuss Union business at a scheduled DHS/OHA/AAA/CDDP/CMHP training and/or scheduled group orientation for Adult Foster Home Providers or persons interested in becoming Adult Foster Home Providers. For group orientations, the Union shall be permitted the thirty (30) minutes during the scheduled orientation at a mutually agreeable time. For trainings, unless time during the training has been mutually agreed to, time and space will be available before or after the training.

6.3 UNIQUE IDENTIFICATION NUMBER

The State shall ensure that each contracted Adult Foster Care Provider in the bargaining unit is assigned a unique identification number based on their tax ID number. This number shall consistently be used to identify the Provider whenever the Provider is enrolled for payment within the Adult Foster Care bargaining unit as long as the Provider uses their same tax ID number. This number will be used for SEIU reporting regardless of the Provider numbers in the State payment system.

6.4 LIST AND INFORMATION

By the tenth (10th) calendar day of each month DHS/OHA shall transmit an electronic file of all Adult Foster Care Home Providers in the bargaining unit that have a Provider Enrollment Agreement with and received payment from DHS/OHA in the previous month. If applicable, the file shall include: Service Period Begin Date; Service Period End Date; Provider Unique Identification Number; Provider Name; Provider Street Address; Provider Telephone Number; Provider City; State; Zip; Provider e-mail addresses (if available centrally in electronic format); Medicaid payment made by DHS/OHA for each Adult Foster Care resident, to include separately the total service rate and the DHS/OHA-paid portion.

6.5 LIST OF REPRESENTATIVES

The Union shall provide the State with a list of the names of authorized Union staff representatives, elected officers and stewards, and shall update those lists as necessary.

6.6 INDEMNIFICATION

The Union shall indemnify and hold the State or designee harmless against claims, demands, suits, or other forms of liability which may arise out of action taken by the State for the purpose of complying with the provisions of this Article.

6.7 NOTIFICATION OF OAR CHARGES

DHS/OHA will provide notification to the Union at the same time as other interested parties who receive notices of proposed new or modifications to existing OAR.

ARTICLE 7 – GRIEVANCE PROCEDURE

7.1 DEFINITION OF A GRIEVANCE

Grievances are defined as acts, omissions, applications, or interpretations alleged to be violations of the terms or conditions of this Collective Bargaining Agreement.

7.2 INFORMAL RESOLUTION

The State encourages, whenever possible, an informal resolution approach between the Adult Foster Care and local field representatives (DHS/OHA or Area Agencies on Aging (AAA), or Community Mental Health Program (CMHP), or the Community Developmental Disability Program (CDDP)) over the application of the terms and conditions of the Collective Bargaining Agreement that are within their authority to administer.

7.3 GRIEVANCE PROCEDURE

Grievances shall be filed within thirty (30) calendar days of the date the grievant or the Union knows or, by reasonable diligence, should have known of the alleged grievance. Once filed, the Union shall not expand upon the original elements and substance of the written grievance.

Grievances shall be reduced to writing, stating the specific Article(s) alleged to have been violated, a clear explanation of the alleged violation, and the requested remedy. Grievances shall be processed in the following manner:

Step 1. The Union on the Grievant's behalf may submit the grievance in writing within thirty (30) calendar days to a DHS/OHA designee. The Grievant and Union representative (designated by the Union) or the Union representative will attempt to meet with the DHS/OHA designee within thirty (30) calendar days following the receipt of the grievance. Such meeting, if held, may be face-to-face or via teleconference. Failure to meet will not invalidate the grievance.

The designee shall respond to the grievance in writing through either email, fax, or letter within fifteen (15) calendar days following the Step 1 meeting or the date when the Parties agreed that such a meeting would not be necessary.

Step 2. No grievance may be processed under this Step which has not first been filed and investigated in accordance with Step 1 above. When the response at Step 1 does not resolve the grievance or no response is received within the fifteen (15) calendar days, an Unfair Labor Practice Complaint (ULP) may be filed in writing to the Employment Relations Board (ERB) within sixty (60) calendar days. The Parties waive the right to have one hundred eighty (180) days to file a ULP and will consider any ULP filed after sixty (60) days from the date the Step 1 response was due or received to be untimely. The Parties also agree that the grievance and supporting documents will be submitted by the Union to ERB at the time of the filing. Briefs may be submitted but are not required. The Parties' representatives shall work with the ERB to schedule a mutually agreeable date, as appropriate, to hear the ULP grievance appeal. ERB shall have no authority to rule contrary to, to amend, add to, subtract from, change or eliminate any of the terms

of this Agreement. ERB's decision shall be final and binding except for decisions made outside the scope of ERB's authority, as defined in this paragraph. Decisions made outside ERB's authority as defined in this paragraph are appealable. The Parties waive their right to appeal for any other reason.

The Parties may mutually agree to grievance mediation. When mediation is agreed to, the appeal to ERB will be tolled. If the grievance is unresolved in mediation, the above appeal timeline to ERB will resume.

7.4 TIME LIMITS

The time limits specified in this Article shall be strictly observed, unless either Party requests a specific extension of time, which, if agreed to, must be stipulated in writing and shall become part of the grievance record. "Filed" for purposes of all steps shall mean date of receipt by mail, hand delivery, by facsimile (fax), email, or as otherwise agreed to by the DHS/OHA designee, and the Union. If the State or its designee fails to issue a response within the time limits, the Union may advance the grievance by written notice to the next step unless withdrawn by the Union. If the Union fails to meet the specified time limits, the grievance shall be considered withdrawn and cannot be resubmitted.

7.5 REPRESENTATIVE COMPENSATION

The State is not responsible for any compensation of Providers or their representative for time spent investigating or processing grievances nor any travel or subsistence expenses incurred by a grievant or Union Steward in the investigation or processing of grievances.

7.6 GRIEVANCE COSTS

Each Party shall bear the cost of its own presentation at Step 2, including preparation and post-hearing briefs, if any.

7.7 ERB FILING FEES

The Parties shall split the ERB filing fees. Neither party will request representation costs or civil penalties.

7.8 INFORMATION REQUESTS

Information requests concerning grievances shall be specific and relevant to the grievance investigation. The Agency or Union will provide the information in a timely manner, to which the requesting party is lawfully entitled. Reasonable costs shall be borne by the requesting party. The requesting party shall be notified of any costs before the information is compiled.

ARTICLE 8 – NO DISCRIMINATION

8.1 NO DISCRIMINATION DEFINITION AND PROCEDURE

The Union and the State agree not to engage in unlawful discrimination against any Provider because of religion, sex, race, creed, color, national origin, sexual orientation, age, physical or mental disability or Union activities. Written claims of discrimination

against the State (DHS or OHA) may be submitted to the Agency Director or designee. The Director or designee will investigate and respond within thirty (30) days of the date of the alleged claim. Discrimination claims may be grieved at Step 2 of Article 7 within fifteen (15) days of receipt of the Director's or designee's response if the response by the Director or designee does not resolve the claim. However, should it be determined that such claims are appealable to the Bureau of Labor and Industries (BOLI) or the Equal Employment Opportunity Commission (EEOC) the appeal shall be submitted to BOLI or EEOC and not subject to the grievance procedure.

8.2 RESIDENT'S RIGHTS

This Article does not apply to the resident's sole and undisputed rights provided in the law, including the selection and termination of placement with a Provider.

8.3 STATE'S AUTHORITY

This Article does not affect the State's (or its designee's) authority, as provided in law, to license and regulate the Provider.

ARTICLE 9 – SERVICE FEES

9.1 SERVICE FEES PREAMBLE

The Parties acknowledge that the State has the authority and right, with appropriate input from the client, Provider, and other assessment team individuals, to assess residents and otherwise determine the particular forms of care and services that are to be provided to each individual resident, and that the assessments of clients are not a subject for collective bargaining. However, the Parties agree Provider rates (which are comprised of various component tasks and/or groups of tasks that are given monetary values) are mandatory subjects for collective bargaining, including the legal requirements of notice to and bargaining with the Union and subject only to exceptions recognized by law, while the assessment tools (or any similar other mechanism for calculating Provider rates and their components) are permissive subjects of bargaining as defined by law.

9.2 USE OF RESIDENT ASSESSMENT TOOL FOR RATE DETERMINATIONS

- (a) Developmental Disability (DD). The DD rate setting tool SNAP shall be used for each resident with a developmental disability upon entry of DD foster services or when a DD service rate needs to be reassessed. The SNAP tool consists of a base rate and supports/add-ons. Appendix A provides the DD rates.
- (b) Oregon Health Authority (OHA). Pending CMS approval, OHA service payments paid to Providers are comprised of a base rate and supports/add-ons as appropriate. The table in Appendix B reflects the OHA proposed service payment amount for the Base Rates and Supports/Add-ons that apply based on the individual's assessed service needs utilizing OHA approved assessment tools.

- (c) Aged and Physical Disabled (APD). The CAPS assessment tool will be used for each person with a physical disability or senior (APD). The rate will be paid based on the assessed need of the individual. The rate is comprised of a base rate, supports/add-ons and exceptions. Appendix C provides the APD rate chart.
- (d) In all the above tools, the term "base rate" means the payment amount due for providing basic services to the client(s) when the assessment does not indicate the need for Add-ons, Support, or Exception payments; and, "supports/add-ons" means payment amounts due for providing specific additional services to clients based on assessed needs in accordance with the respective rate tool. For APD, "exceptions" means additional payments for needs not included in the base rate or add-ons. Questions about whether or not an activity is included in the base rate should be directed to the local office first and if not resolved through the AFH Provider Complaint Resolution Process.
- (e) In the event an assessment tool is modified, DHS/OHA shall provide the Union with an electronic version of the revised tool with written identification of the specific modifications.
- (f) Providers shall be allowed to provide documentation for a client assessment, including but not limited to ISP documentation, Behavioral Support Plans, staffing schedules and doctor's orders. If a client does not want a Provider to attend an assessment, the Provider will have an opportunity to submit both verbal and written information about the client to ensure an accurate assessment.
- (g) Providers will receive copies of assessment documents including but not limited to the APD Service Plan, DD Support Needs Summary and appropriate OHA document fourteen (14) days after the rate assessment is finalized.

9.3 RESIDENT SERVICE RATES AND SUPPORT NEEDS

- (a) The State shall provide the following for APD and DD in writing in accordance with current practice:
 - Each Medicaid resident's service rate that shows the amounts for the base rate, supports/add-ons and exceptions where applicable, and
 - Each Medicaid resident's service and support needs.
 - Upon completion of an assessment and approval authorizing an add-on or exception, payment for the add-on or exception will begin.
- (b) The information in (a) above will be provided for OHA as it becomes available. After CMS approval, OHA will meet with the Union, upon request, but not later than one (1) month from the request, to discuss an implementation plan. OHA will notify the Union of CMS approval within two (2) weeks after receipt of the approval.

9.4 SERVICE PAYMENTS FOR AFH SERVING INDIVIDUALS WITH ADDICTIONS AND MENTAL HEALTH

- (a) Timely Payments. Addictions and Mental Health Providers may submit service payment requests through the MMIS Web Portal or using the CMS 1500. Such requests properly submitted by noon on Friday, will be processed each Friday, excluding holidays, and will be sent to the Provider's financial institution through Electronic Transfer (EFT) within three (3) business days. If a holiday occurs on Friday, the payment claims will be processed within a day earlier or later. All Providers will be notified of this alternative payment schedule. Providers who request to have their checks mailed to them will receive the check within seven (7) to ten (10) business days following proper submission.
- (b) Notification of Errors. Providers' claims that are not properly submitted through the Web Portal will receive immediate feedback from the system. Providers may then correct the error(s) in "real time." A Provider who submits a CMS 1500 will receive a Remittance Advice (RA) by mail within seven (7) to ten (10) business days following submission.
- (c) Changes in Client Income.
 - 1. The Union and OHA shall meet by October 1, 2013 to establish a communication and training plan for Providers about changes in client income. The plan will focus on how to get timely information to Providers to assist in accurate billing.
 - 2. OHA shall immediately notify the Union of any expected changes in client income, such as adjustments to SSI payments.

9.5 SERVICE PAYMENTS FOR AFH PROVIDERS SERVING INDIVIDUALS WITH DEVELOPMENTAL DISABILITIES OR AGING AND PHYSICALLY DISABLED

- (a) Payments for AFH Providers paid through the DHS/OHA Community Based Care (CBC) payment system will be processed within two (2) working days of the first of the month for services with prior authorization that have cleared eligibility. Payment is made for services provided in the previous month.
- (b) Should the CBC payment system change to a voucher payment system, Providers will be required to submit a voucher. Payments under a voucher system will be processed within two (2) working days after receipt of the properly submitted voucher. DHS/OHA will provide training to AFH providers no less than thirty (30) days prior to the change.
- (c) Should the CBC payment system change to the eXPRS payment system, Providers will be required to submit a claim via the web-based system or a paper claim for the days the service was provided and the individual was in the home overnight. Payments for approved claims will be processed within two (2) working days. DHS will provide training to the AFH Providers no less than thirty (30) days prior to the change. This section will not limit the Union's statutory ability under ORS 243.698 to bargain over the impact of the implementation of this system.

9.6 TRAINING AND MATERIALS

Providers will be provided or have access to training materials on how to properly complete and submit payment requests. OHA will provide or make available training resources regarding the effective use of the MMIS Web Portal system including use of the system for purposes of client offsets and the payment calculation process.

9.7 NOTIFICATION OF PAYMENT SYSTEM CHANGES

Whenever changes are made to the payment processing systems, all affected Providers will be notified of and provided or have access to training materials on changes at least thirty (30) days prior to implementation.

9.8 CHANGES TO SERVICE PLAN AND PAYMENTS

- (a) Providers shall be given written notice of the specific services they are expected to provide and the amount they will be paid for said service(s) and showing base rates, add-on/supports and exceptions, where applicable.
- (b) Providers shall receive written notice for the following within seven (7) to ten (10) days of a completed reassessment:
 - 1) Change in Service Plan
 - 2) Changes in Service Payment(s)
- (c) Rates that stay the same or increase will be effective on the date of the completed assessment.
- (d) Payment amounts that decrease will be effective seven (7) days after the completed assessment.
- (e) Reassessments. Upon receipt of a proper request for reassessment due to a change in condition of the client, the date of the reassessment will be scheduled within five (5) business days.

It is recognized that some client conditions are of greater immediacy of reassessment than others and are a priority for scheduling a reassessment. Proper request means:

- 1) the request is in writing
- 2) the reasons for the request are stated based on the change in client conditions.

However, if the change in conditions does not meet program criteria for a reassessment, the Provider will be notified.

9.9 ASSESSMENT REVIEWS

- (a) Assessment Review. If the Provider believes an error was made in notation of the tool, the Provider can request the assessor or case manager to review and verify the area of concern. If the Provider's concern is not resolved, the Provider must submit a request in writing to the DHS/OHA designated contact within thirty (30) days of the completed assessment. DHS/OHA will respond within two (2) weeks of the written request.

- (b) Rate Change Explanation. If a client's rate increases or decreases based on change of need as identified in a reassessment, the Provider can ask for an explanation of the change(s) made by the reassessment. The request must be made in writing to the DHS/OHA designated contact within thirty (30) days of the completed assessment. DHS/OHA will respond within two (2) weeks of the written request.

9.10 NOTIFICATION TO PROVIDERS

Agency personnel shall notify the relevant Provider when they become aware that an established resident is not returning to the Provider's home.

9.11 OVERPAYMENTS

- (a) Overpayments resulting from Employer or Provider error shall be recouped according to applicable Oregon Administrative Rules, which do allow a Provider to negotiate a payment schedule between the Provider and DHS/OHA. If the Provider discontinues his/her work as an AFH Provider before the overpayment has been fully recovered, the remaining amount may be deducted from the Provider's final payment.
- (b) The Provider shall receive a written notification of the overpayment prior to any recovery efforts. The notification will include information about the ability to negotiate a payment schedule between the Provider and DHS/OHA.
- (c) A Provider who disagrees with the determination that an overpayment has occurred, may grieve the determination through the grievance procedure.

9.12 COST OF LIVING ADJUSTMENTS

Cost of Living Adjustments shall be applied as specified in Appendixes A, B & C.

ARTICLE 10 – PRE-PLACEMENT PLANNING

10.1 PRE-ADMISSION PROCESS

Prior to any admission, the Adult Foster Care Home Provider and the local Medicaid case manager should work cooperatively to ensure that an appropriate placement occurs.

10.2 PLACEMENT IN AN ADULT FOSTER CARE HOME

Prior to approving the placement of a Medicaid resident for admission to an Adult Foster Care Home the local case manager shall provide the following information to the Adult Foster Care Home Provider when such information is known to the case manager or contained in the case file: any history of prior placements and any recent care plan, a medical history including medical diagnoses and current medications, a summary of support needs for activities of daily living, and any known behavioral and/or risk factors.

10.3 AFH PROVIDER RESPONSIBILITIES

Notwithstanding information listed in Section 2 of this Article, the Adult Foster Care Provider continues to be responsible for the following prior to any private or public placement into the home: conducting and documenting their own screening and assessment of the resident's needs in accordance with the rules to determine the Provider's capability to support the individual; obtaining the approval of the individual's case manager or CDDP prior to any admission; and to not accept any placement until all necessary information is available to provide care.

10.4 PRIVATE PLACEMENTS

Placements made privately by families, through private placement agencies, directly by hospitals or any other agency without the involvement of a case manager, or by brokerages for respite services do not apply to this Article.

ARTICLE 11 – UNION REPRESENTATION

11.1 RIGHT TO UNION REPRESENTATION

DHS/OHA shall not preclude the Provider from having a Union representative present (either in-person or by telephone) to provide assistance and support to the Provider during an abuse or neglect investigation, licensing visit, or informal conference between the Provider and licensing authority of the State. A licensing visit includes an annual licensing inspection or a monitoring visit.

11.2. CONTESTED CASE HEARINGS

Pursuant to State law, however, a Provider may not be represented at a contested case hearing by any person who is not an attorney.

11.3 INVESTIGATION PROCESSES

DHS/OHA will make reasonable efforts to accommodate a Provider's request to include a Union representative during the activities outlined in Section 1 of this Article. Such requests will not unreasonably delay those activities nor will a request for union representation result in the re-scheduling of a licensing or investigatory visit that would otherwise be conducted without advance notice. The Union representative shall not be allowed to interfere with the ability of the licensing authority or its designee to conduct or complete the activities outlined above and will not be allowed to interfere with the health and safety of residents in the adult foster home. A Union representative will not be allowed to participate in witness interviews.

11.4 CONFIDENTIALITY

A Union representative will be expected to sign a confidentiality agreement prior to having access to or receiving any confidential information. Any Union representative present during any interaction between DHS/OHA or its designee and a Provider as set forth above, and who had access to client-specific protected health information during the course of that interaction, shall keep such information confidential and shall not use or disclose such confidential information for any purpose other than for the provision of assistance and support to the Provider. Union representatives will be bound by all

relevant statutes governing confidentiality of health care information, including but not limited to statutes applying to drug and alcohol treatment.

11.5 GRIEVANCE DEFINITION

Grievances for alleged violations of this Article shall be limited to the denial of rights provided by this Article.

11.6 INVESTIGATION STATUS REQUESTS

Providers or Union Stewards can request a status update from the local office, OLRO or OAAPI regarding any active investigation and will receive a response to that request. If the Provider or Union Steward does not receive a response they may go through the AFH Complaint Resolution Process for assistance. This Section is not considered grievable under this CBA.

ARTICLE 12 - AFH PROVIDER COMPLAINT RESOLUTION PROCESS

12.1 COMPLAINT PROCESS PROCEDURE

It is the intent of DHS to have an efficient and effective resolution process for complaints from represented Adult Foster Home Providers about complaints not covered by the Collective Bargaining Agreement.

Provider concerns or complaints may include such things as licenser or investigator behavior, timeliness of re-assessment or response to a reported change of condition, timely provision of client-specific information, or instances where the Provider believes DHS did not follow rule. This complaint resolution process will not supplant other due process rights specified in applicable Oregon Administrative Rules.

To this end, the Parties agree to the following:

12.2 COMPLAINT PROCESS STAFFING

A designated staff person, or back-up, as the single point of contact to receive, track and respond to AFH Provider complaints. This staff person will coordinate with SEIU and all three adult foster home programs (APD, DD, AMH) and local offices, as the single point of contact to receive, track and respond to AFH Provider complaints. A written response will be sent through email, fax or postal letter to the Provider acknowledging the complaint has been received and the expected timeline for an initial response, when the Provider submits contact information with the complaint.

12.3 DATA TRACKING

The designated staff persons will use a data base or electronic spreadsheet to track AFH Provider complaints. Non-confidential information contained within the complaint training database will be transmitted to the Union on a quarterly basis and in electronic format.

12.4 ANNOUNCEMENTS TO PROVIDERS

DHS/OHA will announce to Providers at the time of initial Medicaid Enrollment and annually thereafter, its process for Providers to contact the staff designee with complaints, (i.e., designated e-mail address). The announcement will include the following information:

- (a) If the Provider is represented, the Provider may request Union representation through the SEIU Member Resource Center (MRC).
- (b) Providers should first attempt resolution with their local office.
- (c) This complaint resolution process is intended for use by Providers only.

12.5 LOCAL RESOLUTION

This complaint resolution process should not supplant Provider contact with a local office to reach a resolution. After that initial setup, Providers, with support from the SEIU MRC if requested, may submit concerns through the Complaint Resolution process.

12.6 COMPLAINT SUBMISSION PROCESS

SEIU and AFH Providers agree to submit concerns and complaints to DHS/OHA in writing using a designated form. Complaints completed using the designated form may then be submitted through the designated email address, fax number or postal address.

12.7 QUARTERLY ISSUES MEETING

The Parties will meet on a quarterly basis to review the Complaint Resolution Process for efficiency, effectiveness, and to identify trends. The Agencies will have one (1) representative from each of the three (3) program areas on the Committee and the Union shall have an equal number of members. If issues arise from these quarterly reviews, equal numbers of representatives from DHS/OHA and SEIU may meet to resolve those issues.

ARTICLE 13 – NO RETALIATION

13.1 PROTECTED UNION ACTIVITIES

The State agrees that no Provider, on account of membership or non-membership, shall be retaliated against, intimidated, restrained or coerced in or on account of the exercise of rights granted by the Collective Bargaining Agreement or in protected activities on behalf of the Union.

13.2 LEGAL AND CONTRACTUAL RIGHTS

No agent of the State shall engage in any act of retaliation against any Provider for seeking to exercise any legal or contractual right or seeking to fulfill or comply with any legal or contractual obligation.

13.3 CLAIMS PROCESS

The State and the Union agree that behaviors that contribute to a hostile, humiliating, or intimidating environment are unacceptable and shall not be tolerated.

Providers who believe they are subject to such behavior by any agent of the State should first attempt resolution through the AFH Provider Complaint Resolution Process. The Provider should initiate the process as soon as possible, but no later than ninety (90) days from the occurrence of any incident.

If resolution is not reached through the Complaint Process within thirty (30) days, the Provider may report their concerns directly to the OHA/DHS Director or designee. The OHA/DHS Director or designee shall provide a written response within thirty (30) days. No Provider shall be subject to retaliation for filing a complaint, giving a statement or otherwise participating in the administration of this process.

The written response/decision of the DHS/OHA Director under this Section are not grievable under this Agreement.

LETTER OF AGREEMENT - DUES DEDUCTION AND FAIR SHARE

To deduct dues and fair share from an Adult Foster Care benefit, DHS/OHA requires approval from the Center on Medicare and Medicaid Services (CMS). The Agency will continue to consult with the Union regarding submission of a request for the CMS determination of whether or not dues and fair share deductions are permitted.

Should the approval be given, the State shall notify SEIU within two (2) weeks of receipt of approval and agrees to reconvene with the SEIU bargaining team on a mutually agreed date to determine implementation requirements and time lines. In addition, the State agrees the following language shall be incorporated in the collective bargaining agreement as part of the Union Rights article following CMS approval and implementation of necessary system alterations to accomplish such deductions.

Once implemented pursuant to the terms of the Letter of Agreement, dues deduction and fair share payments shall be governed by the following language:

Section 1. Unique Identification Number.

The State shall ensure that each contracted Adult Foster Care and Relative Foster Care Provider in the bargaining unit is assigned a unique identification number based on their tax ID number. This number shall consistently be used to identify the Provider whenever the Provider is enrolled for payment within the Adult Foster Care and Relative Foster Care Bargaining Unit as long as the Provider uses their same tax ID number. This number will be used for SEIU reporting regardless of the Provider numbers used in the State payment system.

Section 2. List and Information.

By the tenth (10th) calendar day of each month, DHS/OHA shall transmit an electronic file of Adult Foster Care and Relative Foster Care Providers in the bargaining unit that have a contract with and received payment from DHS/OHA. The file shall include: Time Period Begin Date; Time Period End Date; Provider Unique Identification Number; Provider Name; Provider Street Address; Provider Telephone Number; Provider City; State; Zip; Provider e-mail address (if available centrally in electronic format); Medicaid payment made by DHS/OHA for each Adult Foster Care and Relative Foster Care resident, to include separately the DHS/OHA-paid portion and the client-contribution portion. The final data system shall be developed by SPD payment unit staff and SEIU information technology staff.

Section 3. Indemnification Provision.

The Union shall indemnify and hold the State or designee harmless against claims, demands, suits, or other forms of liability which may arise out of action taken by the State for the purpose of complying with the provisions of this Article.

Section 4. Dues Deduction.

Upon written request from the Provider, monthly Union dues including one permanent assessment amount* shall be deducted from the Provider's service fee and remitted to the Union. Additionally, upon written notice from the Union, authorized increases in dues shall be deducted from the Provider's service fee and remitted to the Union according to this Section. Monthly Union dues will cease upon written notice from the Provider. All applications for Union membership or dues cancellation which the State receives shall be promptly forwarded to the Union. Provider applications for Union membership or dues cancellation which the Union receives shall be promptly forwarded to the State.

Dues deduction shall continue until such time that the Provider requests cancellation of the dues deduction in writing.

Upon return from any break in service of not more than twelve (12) months, reinstatement of the dues deduction shall occur for those Providers who were having dues deducted immediately prior to said break in service.

Dues deduction shall only occur after all mandatory and priority deductions are made in any pay period.

Section 5. Fair Share.

All Providers in the bargaining unit who are not members of the Union shall make fair share payments in-lieu-of dues to the Union.

Monthly fair share shall be deducted from the Provider's service payment and remitted to the Union.

Bargaining unit members who exercise their right of non-association, for example, when based on a bona fide religious tenet or teaching of a church or religious body of which such Provider is a member, shall pay an amount of money equivalent to regular monthly Union fair share dues to a non-religious charity or to another charitable organization mutually agreed upon by the Provider and the Union and such payment shall be remitted to that charity by the Provider in accordance with ORS 243.666. At time of payment, the Provider shall simultaneously send verifiable notice of such payment to the State (DHS) and the Union.

Upon return from any break in service of not more than twelve (12) months, reinstatement of fair share deduction shall occur for those workers who were having fair share deduction immediately prior to said break in service.

Fair share deductions shall only occur after all mandatory and legal deductions are made in any pay period.

Section 6. Dues and Fair Share Adjustment Summaries for SEIU Local 503, OPEU Adult Foster Care/Relative Foster Care Members.

The format for payroll summaries shall be jointly developed by SPD staff and SEIU staff. Such summaries shall contain the Provider name, unique identification number, prior month deduction, current month deduction, and any other mutually agreed upon information and shall be forwarded electronically by the State to the Union by the tenth (10th) calendar day of the following month.

* The additional permanent assessment amount is currently \$2.75.

LETTER OF AGREEMENT - OVERPAYMENT SYSTEMS

It is the intent of the Parties to establish a consistent timeline for notifying providers of an overpayment before any recovery efforts are made.

To this end, the Parties agree to the following:

1. The Parties shall form a Committee with the purpose of developing reasonable and consistent timelines for the notification of overpayments
2. Members of this Committee will be identified by October 1st 2013 and an initial meeting will be set by October 31st 2013.
3. The Committee shall consist of:
 - a) Five representatives from SEIU
 - b) Five representatives from the State, including staff with direct knowledge of the MMIS and CBC Payment systems.
4. The Committee will provide a preliminary report to DHS/OHA by February 1st, 2014 that reflects the recommendation(s) of the group.
5. DHS/OHA will respond to the Workgroup's recommendation in writing within thirty (30) days of receipt. In the event that DHS/OHA fails to adopt the recommendation the Committee shall reconvene within thirty (30) days to address the reasons given and provide a revised recommendation.

LETTER OF AGREEMENT - JOINT CONTRACT TRAINING

The Parties have a mutual interest to ensure that key staff and partners with AFH program responsibility share mutual knowledge and perspectives on the terms of the collective bargaining agreement.

To that end, after the collective bargaining agreement is ratified, the intent of the Parties is to collaborate to present training to the key staff and partners.

LETTER OF AGREEMENT – PROVIDER REFERRAL SYSTEM

It is the intent of the Parties to ensure a fair and transparent referral process for State-supported consumers and individuals representing State-supported consumers to find appropriate Adult Foster Home placements.

To this end, the Parties agree to the following:

1. The Parties shall form a Committee for the purpose of developing an analysis or options regarding Provider referral systems.
2. The results of the Committee's work, including recommendations shall be sent to DHA and OHA. If the DHA/OHA decides to implement any portion of the Committee's recommendations, it will strive to give prior notice to committee members.
3. The representatives of the Committee shall include membership from SEIU and represented Providers.

The analysis and recommendations of the Committee shall be completed not later than July 1st, 2012.

STATEMENT OF INTENT - TRAINING

Section 1. Training Initiative.

A. It is the intent of the Parties to the Collective Bargaining Agreement to continue the Adult Foster Home (AFH) Training Committee with goals and responsibilities outlined below. The Training Committee shall appoint a subcommittee for AMH with a minimum of three (3) AMH providers to address specific areas of concern. The training committee may appoint additional subcommittees for other specific program areas. The Training Committee may disband subcommittees by consensus decision. The AFH Training Committee shall consist of the following members:

1. A minimum of five (5), and up to ten (10) with mutual agreement, representatives from DHS/OHA Central and field offices, who bring specific program knowledge and expertise related to the services provided by Foster Care Providers covered under this Collective Bargaining Agreement (CBA).
2. A minimum of five (5), and up to ten (10) with mutual agreement, representatives from SEIU/AFH.
3. Two (2) representatives from other community-based care Provider groups, e.g. ALF's, RCF's, group homes, homecare, residential treatment facilities, or private pay adult foster homes, not already represented by SEIU/AFH.

B. Based on a shared understanding that quality training enhances skills and improves services provided to residents, the Committee shall have the following broad training goals:

1. Continue to improve and streamline the process for approval of AFH training and/or continuing education unit requirements, including identifying categories of qualified community partners pre-approved to provide training.
2. Continue to explore opportunities to work with agencies and community partners to provide more comprehensive training and alternative methods to deliver training to AFH Providers.
3. Continue to explore methods to make training opportunities to AFH Providers more accessible, such as on-line course study, CD/video/audio curriculum and in-classroom settings.
4. Communicate approved training opportunities through multiple methods, including an identified DHS/OHA website.
5. Continue to invite other appropriate partners, as necessary or as requested by the committee members, to attend the meeting(s) to provide their expertise on training-related topics/issues.
6. Explore free and low-cost on-line training options that meet mandated annual continuing education (training) requirements.

Within twelve (12) months of implementation of this Agreement the Committee shall work to achieve the following goals and outcomes:

- (a) The Agency will evaluate and present to the committee options for tracking Provider training (such as an iLearn program) and certification of completion (e.g. self-certification, electronic testing, etc).
- (b) Evaluate current available 'approved' free on-line training that meets the mandated training requirements for all three (3) program areas.
- (c) Evaluate current available 'approved' low-cost on-line training that meets the mandated training requirements for all three (3) program areas.
- (d) Determine the gaps between current available free training on the DHS/OHA website for all three (3) program areas, with the goal of making the minimum number of required hours/courses available on-line (twelve (12) hours for APD, DD and twelve (12) hours for AMH (including the eight (8) required areas). Some courses may meet the requirements for all three (3) program areas.
- (e) Evaluate the options for converting current non-digital training to an on-line format. The Agency will convert the current Agency self-study modules to an on-line format within this twelve (12) month period.

- (f) Evaluate the options for partnering with non-DHS/OHA training Providers to meet these goals.
 - (g) Discuss appropriate disclaimers to post on the DHS/OHA website to ensure Providers understand that repeat classes may not meet requirements and that the posted 'approved' classes meet the minimum requirements only and may not reflect Agency endorsement.
 - (h) Discuss the frequency of courses that may be repeated.
 - (i) Develop a plan to keep at least the minimum amount (as referenced in 6(d) above) of free on-line training opportunities posted on the DHS/OHA website.
- C. The results of the committee's work, including recommendations, shall be sent to the Department of Human Services (DHS) Administrators and Oregon Healthy Authority Administrators (OHA). If DHS or OHA decides to implement any portion of the committee's recommendations, it will strive to give prior notice to the committee members.
- D. The Department, in coordination with the Training Committee shall complete the following:
- 1. Develop criteria and implement a form for Providers to record training that does not need prior approval;
 - 2. The Department will keep the Training Committee informed on its progress to implement the Training program.
- E. The Department and SEIU Local 503 may jointly participate in developing grant opportunities, including any funds available through federal programs.

STATEMENT OF INTENT - RN DELEGATION

The Parties to this Agreement will convene a workgroup to address the issues of nurse delegation, including availability of nurses in cases of emergency needs and reimbursement for nursing services in Adult Foster Homes licensed by the Department of Human Services, Aging People and People with Disabilities or the Office of Developmental Disabilities. The Nursing Services Workgroup shall consist of:

- 1. Two representatives from DHS Central Office, including Adult Foster Homes program staff and contract nursing program staff.
- 2. Two representatives from either a local APD, AAA or CDDP offices.
- 3. Four representatives from SEIU, including represented Providers.

The following organizations may be invited to participate:

1. One representative from the Home Health Association.
2. One representative from the Oregon State Board of Nursing.
3. Representation on this workgroup may be expanded by mutual consent of the Parties.

The goals of this Workgroup will be to:

1. Identify possible changes in procedures and payments that could be made to meet immediate nursing needs so Providers do not incur unreimbursed charges to obtain RN delegation.
2. Identify ways to insure that nurse delegation is available to AFH Providers in a timely manner.
3. Explore payment systems that utilize AFH Providers who are licensed RNs for delegations.

Members of this Workgroup will be identified by September 1, 2013 and an initial meeting will be set by September 30, 2013. The Workgroup will provide a preliminary report that includes recommendations to DHS/OHA by March 30, 2014. In the event that the Union disagrees with a recommendation from the Workgroup to DHS/OHA, the Union will be invited to submit a "minority report" for consideration by DHS/OHA. Representatives from the Workgroup, including the Union, will meet with the DHS Director to present the report and recommendations.

DHS/OHA will respond to the Workgroup's recommendations in writing within thirty (30) days of receipt by DHS with terms of mutual agreement, implementation timeframes and areas of Department difference. In the event that DHS fails to adopt the recommendations, in whole or in part, DHS will provide a written response to the Committee's recommendations

LETTER OF AGREEMENT - HOME CARE COMMISSION OFFERED TRAININGS

Providers will be able to attend Home Care Commission trainings for no cost or fee as long as the HCC continues to extend no cost of fee training opportunities to AFH Providers. To attend HCC trainings, Providers shall register for the trainings according to the HCC furthermore, all HCC-offered trainings shall automatically be creditable as pre-approved training in their appropriate category.

LETTER OF UNDERSTANDING – LONG TERM CARE COMMUNITY NURSING PROGRAM

An Adult Foster Home Provider may apply for the Long-term Care Community Nursing Program while still operating as an Adult Foster Home Provider. They are responsible for following all policies, procedures and administrative rules under the Long-term Care Community Nursing program while ensuring compliance with administrative rule, policy and procedures for their respective Adult Foster Home program.

With prior case manager authorization, an Adult Foster Home Provider who is licensed in Oregon as a Registered Nurse (RN) may be paid for Long-term Care Community Nursing services for clients in their own foster home. Prior authorization is based on case management and client determination and an Adult Foster Home Provider is not guaranteed to have authorization for a client residing in their own Adult Foster Home for Long-term Care Community Nursing services. An Adult Foster Home Provider must have a Long-term Care Community Nursing services contract and a separate and distinct Medicaid Provider number from their Adult Foster Home contract and Medicaid Provider number.

Adult Foster Home Providers who are performing duties as a Long term Community Nurse must assure that the needs of other residents in their home are met up to and including additional staffing.

The State will notify local offices of this policy clarification within sixty (60) days of contract ratification. This only applies to Providers and clients eligible for Long-term Care Community Nursing Services in Aging and People with Disabilities (APD) and Developmental Disabilities (DD) programs.

Adult Foster Home Providers in the Addictions and Mental Health (AMH) programs should work in their Community Mental Health Program (CMHP) or the patients Primary Care Provider.

APPENDIX A

Rates for Adult Foster Homes Serving Individuals with Developmental Disabilities

A.1 RATE RULES

1. Base Rate for Client Demographics (only "over 18-age residents"): \$ 799.00
2. Total maximum rate (before consideration of 2:1 needs): \$ 7,285.00
3. Additional rate for 2:1 assists:
 - a. Effective July 1, 2013: \$9.50/hour x # of hours approved additional 2:1 needs
 - b. Effective July 1, 2014: \$12.00/hr x # of hours approved additional 2:1 needs.
4. Combination of ADL, Medical, and Behavior Needs Sections cannot exceed \$4,911.00.

Reinstatement of November 2012 Reduction to Existing Rates

Effective July 1, 2013 all service rates paid to Adult Foster Homes serving individuals with developmental disabilities shall be reinstated to the six percent (6%) previously reduced on November 1, 2012.

The service payment rate will appear on the Budget Summary page. Consultation services will be authorized on the Budget Summary page. However Consultation funding will no longer be included in the Foster Care service payment. Instead consultants will be paid directly by the Department.

A.2 RATE INCREASES FOR DD PROVIDERS

Effective January 1, 2014 all service rates paid to Adult Foster Homes serving individuals with developmental disabilities shall be increased by three and one-half percent (3 ½%).

Effective July 1, 2014 all service rates paid to Adult Foster Homes serving individuals with developmental disabilities shall be increased by three and one-half percent (3 ½%).

Both three and one-half percent (3 ½%).increases shall be applied to the service rate established by the SNAP Tool.

A.3 SNAP TOOL SECTOINS

The SNAP tool consists of four sections for determining actual rates paid for clients:

- A. Activities of Daily Living Section
- B. Medical Section
- C. Nighttime Needs Section
- D. Behavioral Needs Section

A.) Activities of Daily Living Section:

Maximum Section Rate allowed (Before 2-1 Rate) is \$1,733

Supports Title	Level of Assist	Supports Value
Ambulation/Mobility in the Home:	Full Assist	\$578
	Two Person Assist	\$578 plus 2:1 rate
Ambulation/Mobility in the Community:	Full Assist	\$578
	Two Person Assist	\$578 plus 2:1 rate
Transferring/Positioning	Full Assist	\$578
	Two Person Assist	\$578 plus 2:1 rate
Eating/Drinking	Partial Assist-Intermittent	\$578
	Full Assist	\$867
	Full Assist -constant/aspiration risk	\$867
Toileting	Full Assist	\$289
Bladder Control	Partial Assist	\$144
	Full Assist	\$578, if checked then toileting is set to \$0
Bowel Control	Partial Assist	\$144
	Full Assist	\$578, if checked then toileting is set to \$0
Menses	Partial Assist	\$72
	Full Assist	\$144
Bathing	Full Assist	\$289
	Two-Person Assist	\$289 plus 2:1 rate
Oral Hygiene	Full Assist	\$72
Dressing & Hair Care	Full Assist	\$193
Shaving	Full Assist	\$96

B.) Medical Section:

Maximum Section Rate Allowed (before 2:1 Rate): \$3,467

Supports Title	Level of Assist	Supports Value
Communication – Expressive	Full Assist	\$289
Communication – Receptive	Full Assist	\$289
Safety	Full Assist	\$433
Fire Evacuation	Full Assist	\$14
Medication Management Support – Oral	Full Assist – 5 or 6	\$144
	Full Assist – 7 or more	\$289
Medication Management Support – Inhalants, Topicals, or Suppositories	Partial Assist	\$144
	Full Assist	\$289
Medication Management Supports – Injections	Partial Assist	\$144
	Full Assist	\$289
Health Management Supports – General	Full Assist	\$144
Health Management Supports – Complex	Partial Assist – Weekly	\$289
	Partial Assist – 1 to 3 per day	\$578
	Full Assist – more than 3 per day	\$1,733
	Full Assist and Monitoring – exclusive focus	\$3,467
	Two Person Assist – exclusive focus	\$3,467 plus 2-1 rate

Equipment (Considered Part of Medical Section):

Maximum Allowed for this Equipment Section: \$25

Leg Braces	\$25
Ankle or foot orthotics	\$25
Arm splints	\$25

Maximum Allowed for this Equipment Section: \$50

Grab bars in bathroom	\$50
Shower Gurney	\$50

Maximum allowed for this Equipment Section: \$100

Hoyer Lift	\$100
Transfer equipment (transfer boards)	\$25

Maximum Allowed for this Equipment Section: \$50

Body Jacket	\$50
Manual wheel chair	\$25
Electric power wheel chair	\$25
Prone stander	\$25
Sidelyer	\$25

Maximum Allowed for this Equipment Section: \$100

Nebulizers	\$50
C-PAP	\$50
Oxygen	\$50
Ventilator	\$100
Pulse Oxymeter	\$25
Heart Monitor	\$25
Suctioning equipment	\$100
Vagal stimulator	\$50
Diabetic insulin pump	\$50
Baclofen pump	\$25
Prosthetics	\$10

C.) Nighttime Needs Section:

Maximum Rate Allowed (before 2-1 needs): \$2,022

Supports Title	Level of Assist	Supports Value
Nighttime Needs – Medical Supports	Individual Requires Nighttime Assistance – Weekly	\$289
	Individual Requires Nighttime Assistance – Intermittent nightly	\$867
	Individual Requires Nighttime Assistance – Ongoing Nightly	\$1733
	Individual Requires Nighttime 1:1 Assistance	\$2022
	Individual Requires Nighttime 2:1 Assistance	\$2022 plus 2:1 rate
Nighttime Needs – Behavior Supports	Individual Requires Nighttime Assistance – Weekly	\$289
	Individual Requires Nighttime Assistance – Intermittent nightly	\$867
	Individual Requires Nighttime Assistance – Ongoing Nightly	\$1733
	Individual Requires Nighttime 1:1 Assistance	\$2022
	Individual Requires Nighttime 2:1 Assistance	\$2022 plus 2:1 rate

D.) Behavioral Needs Section:

Maximum Section Rate Allowed (before 2:1 Rate): \$3,467

Supports Title	Level of Assist	Supports Value
Behavioral Supports – No Formal Plan – Supervision and Monitoring	Within Hearing or Visual Distances	\$433
	Within Hearing and Visual Distances	\$578
Behavioral Supports – Home and Community	Behavior Plan – No Physical Intervention	\$289
	Behavior Plan	\$578
	Mental Health Plan	\$578
Behavioral Supports – Supervision - Home	Within Hearing or Visual distances	\$433
	Within Hearing and Visual Distances	\$578
Behavioral Supports – Supervision – Home – One-on-One:	One-on-One – up to 2 hours a day	\$578
	One-on-One – up to 4 hours a day	\$1,156
	One-on-One – up to 6 hours a day	\$1,733
	One-on-One – up to 8 hours a day	\$2,311
	One-on-One – up to 10 hours a day	\$2,889
	One-on-One – up to 12 hours a day	\$3,467
	Two-Person Assist	\$3,467 plus 2:1 Rate
Behavioral Supports – Supervision – Community	Within Hearing or Visual Distances	\$433
	Within Hearing and Visual Distances	\$578
	One-on-One	\$578
	Two-Person Assist	\$578 plus 2:1 Rate

APPENDIX B

Oregon Health Authority and Addictions and Mental Health Division Adult Foster Home Base Rate and Add-Ons Table

B.1 RATE INCREASES FOR AMH PROVIDERS

Effective the first (1st) day following the first (1st) full month of ratification, rates for OHA, AFH Providers shall be increased by two and four-tenths percent (2.4%) (e.g., ratified August 15, 2013, effective date is October 1, 2013). Effective pending CMS approval the OHA, AFH rate methodology will be revised as described in Article 9, Section 2(b) and the following table.

Service Level Intensity	III	IV	V
Base Rate	\$1,596.87	\$2,433.33	\$4,928.04
+ 1 Add On .25 Hours	\$1,729.94	\$2,585.42	\$5,132.81
+ 2 Add Ons .50	\$1,863.02	\$2,737.50	\$5,338.13
+ 3 Add Ons .75 Hours	\$1,996.09	\$2,889.58	\$5,543.43
+ 4 Add Ons 1 Hour	\$2,129.17	\$3,041.66	\$5,748.75
+ 5 Add Ons 1.25 Hours	\$2,262.23	\$3,187.66	\$5,954.06
+ 6 Add Ons 1.50 Hours	\$2,395.31	\$3,345.83	\$6,159.37
+ 7 Add Ons 1.75 Hours	\$2,528.38	\$3,497.91	\$6,364.69

Explanatory Note re: Add On's:

An additional quarter (0.25) hour of personal care service is justified by demonstrated personal care needs of a score of five (5) in any domain of the tool.

B.2 NEW AMH RATE SETTING METHODOLOGY

The Oregon Health Authority will implement a standardized rate setting methodology for Medicaid payment to Adult Foster Homes serving people with serious mental illness. The methodology will make use of a standardized tool approved by the AMH Division for assessing each client's level of needs for supports. The revised methodology for setting AFH rates is subject to approval by the federal Centers for Medicare and Medicaid Services (CMS). It is the intent of AMH to submit to CMS for approval the same standardized tool and rate methodology that was presented during the 2011-2013 AFH collective bargaining negotiations.

OHA will submit a Medicaid State Plan Amendment prior to October 1, 2013. The State will respond to any CMS questions or concerns about the Amendment within five (5) business days to ensure a timely approval process.

From the effective date of this Agreement until the rate setting methodology is implemented OHA will provide SEIU with monthly update on the progress of developing the amendment, negotiations with CMS and other tasks related to implementing the new methodology. The State will also provide the Union with any written communication exchanged between CMS and the State.

B.3 IMPLEMENTATION TEAM

Within one (1) month of the effective date of this Agreement the Union and State will convene a Committee to discuss an implementation plan, including communication to Providers, policies, timelines and any other relevant matters. This Committee shall have equal representation from the Union and State. The Committee will continue to meet until the new rate methodology has been fully implemented.

B.4 EXCEPTIONAL NEEDS CLIENTS

In order to ensure continuity of services, if a client being served in an Adult Foster Home has exceptional needs above the rate range, the Parties shall meet to negotiate a Letter of Agreement concerning Provider compensation.

APPENDIX C

Service Rates for Adult Foster Homes Serving Individuals in Aged and Physically Disabled Programs

Retroactive payments will be issued within sixty (60) days of ratification of this Agreement.

C.1 APD RATE TABLE

	Effective July 1, 2013	Effective July 1, 2014
Base	\$1293 / Month	\$1,338 / Month
Base plus 1 add-on	\$ 1,543	\$ 1,597
Base plus 2 add-ons	\$ 1,793	\$ 1,856
Base plus 3 add-ons	\$ 2,043	\$ 2,115
Approved additional hours of service	\$12.00 per hour	\$12.00 per hour

C.2 APD PAYMENTS

APD will pay a Base Rate with up to one (1) Add-on in each of the categories of: ADL, Behavior and Complex Medical needs (three (3) Add-on Maximum). APD will pay set Add-ons for department approved care needs in Multi-Person Transfers and Excessive Night needs.

Requests for payment for additional assessed needs which require staffing beyond standard Add-ons must go through the exceptional rates process, be prior approved and will be paid the additional hours of service rate in the rate table with proof of hiring and continued employment. Changes to exceptional rates based on the change in the "additional hours of service rate" will be updated at time of annual reassessment, based on Department approval of the exceptional needs request.

C.3 ADD ON CRITERIA

DHS will post add-on criteria on the Provider Tools website, notify AFHs about the location of the information and will train case managers on appropriate application of the add-on criteria.

C.4 PERFORMANCE BASED RATES

The Parties to this Agreement will convene a workgroup to develop metrics to measure the performance of Adult Foster Homes in providing quality care and ensuring the health, safety and well-being of individuals served in the AFH.

The workgroup will convene no later than sixty (60) days after the ratification of this Agreement. The workgroup will identify metrics and benchmarks no later than December 1, 2014.

Workgroup shall consist of equal members of AFH Providers and Union staff with APD, OLOR, OAAPI staff not to exceed eight (8) members.

C.5 AFH SPECIFIC NEEDS CONTRACT RATES

Ventilator Dependent, Neurological/Neuro-gerontologic, Bariatric, and Memory Care Home rates are outside of the standardized APD-AFH rate structure and have their own distinct rate schedule defined in AFH Specific Needs Contract Rates.

Target Population	Effective October 1, 2013	Effective July 1, 2014
Basic	\$5,417	\$5,607
Advanced	\$6,192	\$6,408
Ventilator	\$7,233	\$7,486
Bariatric	\$6,192	\$6,408

AFHs who serve individuals with needs related to memory care, traumatic brain injuries or have needs related to neurological or neuro-gerontological needs may fall into the Basic and Advanced rate categories. Current Providers will have the option to declare which level of care they would like to contract for within thirty (30) days of ratification of this Agreement. New contracts will be provided to AFH Providers with updated staffing and rate methodology superseding their current contract.

AFHs receiving AFH Specific Needs Contract Rates must comply with the contracted Statement of Work. Rates will only be provided for individuals living in the AFH who meet the service criteria specified in the Statement of Work. Specific Needs Contracts will require additional staffing and services and ongoing documentation of compliance with the Statement of Work.

If the requirements of the Specific Needs Statement of Work are not met, specific needs contract may be terminated. Before specific needs contracts are terminated, Providers will have the opportunity to come into compliance with the contract unless the contract violation possesses an imminent risk to the individual. Providers will have no more than sixty (60) days to come into compliance before termination of the specific needs contract.

For multiple related occurrences of intentional non-compliance the State may terminate the contract as specified in the Specific Needs Contract.

Appropriate transition plans including necessary funding through the exceptional rates process will be made if the assessed needs of the resident continue to demonstrate the higher needs.

The Department retains sole discretion in determining Special Services Contract Providers.

SIGNATURE PAGE

Signed _____ day of _____, 2013 in Salem, Oregon.

FOR THE STATE OF OREGON:

Michael Jordan, Director
Department of Administrative Services

Clyde Saiki, DAS
Chief Human Resources Officer (CHRO)

Mark Hunt, State Labor Relations Manager
DAS, CHRO, LRU

FOR THE SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 503, OPEU:

Heather Conroy, Executive Director
SEIU Local 503, OPEU

Kathleen Howard, Co-Chair
SEIU Local 503, OPEU

Roxanne Hazen, Cottage Grove, Chair

Paul Groh, Dayton

Kathleen Howard, Gold Hill

Michael Jones, Medford

Stephanie Krohn, Rogue River

Clara McPhee, Medford

Deffo Mebrat, Gresham

Rick Rose, Warrenton

Debbie Schriener, Sutherlin

Lana Sepolen, Milton Freewater

Leah Silaev, Clackamas

Karla Spence, Salem

Abyssinia Trent, Keizer