

COLLECTIVE BARGAINING AGREEMENT



between

DAS

**DEPARTMENT OF
ADMINISTRATIVE
SERVICES**

on behalf of

The Oregon Department of
Human Services (DHS) & the Oregon
Health Authority (OHA)

and

SEIU

SERVICE EMPLOYEES INTERNATIONAL UNION,
LOCAL 503, OPEU

2015

-

2019

ADULT FOSTER CARE

TABLE OF CONTENTS

ARTICLE 1 – PARTIES TO THE AGREEMENT.....	1
ARTICLE 2 – RECOGNITION.....	2
2.1 EXCLUSIVE REPRESENTATIVE	2
2.2 BARGAINING UNIT DEFINITION	2
2.3 BARGAINING UNIT MODIFICATIONS.....	3
ARTICLE 3 – TERM OF AGREEMENT	4
3.1 EFFECTIVE DATE.	4
3.2 NOTICE TO NEGOTIATE.	4
3.3 COMMENCING NEGOTIATIONS.....	4
3.4 SCHEDULING NEGOTIATIONS.....	4
3.5 MEDIATION AND BINDING ARBITRATION.....	4
3.6 AGREEMENT EXTENSION.....	5
3.7 REOPENING OF AGREEMENT.....	5
3.8 PROCESS TO OPEN AGREEMENT DURING TERM.....	5
ARTICLE 4 – COMPLETE AGREEMENT	6
4.1.....	6
4.2.....	6
4.3.....	6
4.4.....	6
ARTICLE 5 – SEPARABILITY	7
ARTICLE 6 – UNION RIGHTS.....	8
6.1 BULLETIN BOARDS	8
6.2 UNION PRESENTATION AT TRAININGS AND ORIENTATIONS	8
6.3 UNIQUE IDENTIFICATION NUMBER.....	8
6.4 LIST AND INFORMATION.....	8
6.5 LIST OF REPRESENTATIVES.....	9
6.6 INDEMNIFICATION.....	9
6.7 NOTIFICATION OF OAR CHARGES.....	9
ARTICLE 7 – GRIEVANCE PROCEDURE.....	10
7.1 DEFINITION OF A GRIEVANCE	10
7.2 INFORMAL RESOLUTION	10
7.3 GRIEVANCE PROCEDURE.....	10
7.4 TIME LIMITS.....	13
7.5 REPRESENTATIVE COMPENSATION	13
7.6 INFORMATION REQUESTS.....	13
ARTICLE 8 – NO DISCRIMINATION.....	14
8.1 NO DISCRIMINATION DEFINITION AND PROCEDURE.....	14

8.2 RESIDENT’S RIGHTS.....	14
8.3 STATE’S AUTHORITY.....	14
ARTICLE 9 – SERVICE FEES.....	15
9.1 SERVICE FEES PREAMBLE.....	15
9.2 USE OF RESIDENT ASSESSMENT TOOL FOR RATE DETERMINATIONS	15
9.3 RESIDENT SERVICE RATES AND SUPPORT NEEDS	18
9.4 SERVICE PAYMENTS FOR AFH SERVING INDIVIDUALS WITH ADDICTIONS AND MENTAL HEALTH.....	18
9.5 SERVICE PAYMENTS FOR AFH PROVIDERS SERVING INDIVIDUALS WITH DEVELOPMENTAL DISABILITIES OR AGING AND PHYSICALLY DISABLED.....	19
9.6 TRAINING AND MATERIALS	20
9.7 NOTIFICATION OF PAYMENT SYSTEM CHANGES.....	20
9.8 CHANGES TO SERVICE PLAN AND PAYMENTS	20
9.9 ASSESSMENT REVIEWS.....	22
9.10 NOTIFICATION TO PROVIDERS	22
9.11 OVERPAYMENTS.....	22
9.12 OREGON MINIMUM WAGE COMPLIANCE	23
ARTICLE 10 – PRE-PLACEMENT PLANNING	24
10.1 PRE-ADMISSION PROCESS.....	24
10.2 PLACEMENT IN AN APD, OHA and DD ADULT FOSTER CARE HOME.....	24
10.3 ADULT FOSTER CARE HOME PROVIDER RESPONSIBILITIES	25
10.4 PRIVATE PLACEMENTS	25
ARTICLE 11 – UNION REPRESENTATION.....	26
11.1 RIGHT TO UNION REPRESENTATION.....	26
11.2. CONTESTED CASE HEARINGS	26
11.3 INVESTIGATION PROCESSES	26
11.4 CONFIDENTIALITY	26
11.5 GRIEVANCE DEFINITION	27
11.6 INVESTIGATION STATUS REQUESTS.....	27
ARTICLE 12 - AFH PROVIDER COMPLAINT RESOLUTION PROCESS	28
12.1 COMPLAINT PROCESS PROCEDURE.....	28
12.2 COMPLAINT PROCESS STAFFING	28
12.3 DATA TRACKING	28
12.4 ANNOUNCEMENTS TO PROVIDERS	29
12.5 LOCAL RESOLUTION.....	29
12.6 COMPLAINT SUBMISSION PROCESS	29
12.7 QUARTERLY ISSUES MEETING	29
ARTICLE 13 – NO RETALIATION	30
13.1 PROTECTED UNION ACTIVITIES	30
13.2 LEGAL AND CONTRACTUAL RIGHTS	30
13.3 CLAIMS PROCESS.....	30

LETTER OF AGREEMENT - JOINT CONTRACT TRAINING	31
STATEMENT OF INTENT - TRAINING	32
LETTER OF AGREEMENT OF INTENT - RN DELEGATION.....	35
LETTER OF UNDERSTANDING – LONG TERM CARE COMMUNITY NURSING PROGRAM.....	36
LETTER OF UNDERSTANDING – STANDARDIZE CRIMINAL BACKGROUND CHECK PROCESS FOR ALL AFH PROVIDERS	37
LETTER OF AGREEMENT - SPECIFIC NEED CONTRACT RATES	38
APPENDIX A - Rates for Adult Foster Homes Serving Individuals with Developmental Disabilities	39
APPENDIX B - Oregon Health Authority and Addictions and Mental Health Division Adult Foster Home Base Rate and Add-Ons Table.....	47
APPENDIX C - Service Rates for Adult Foster Homes Serving Individuals in Aging and People with Disabilities Programs	48
SIGNATURE PAGE	52

ARTICLE 1 – PARTIES TO THE AGREEMENT

This Agreement is made and entered into at Salem, Oregon, pursuant to the provisions of the Oregon Revised Statutes, by and between the State of Oregon, hereinafter referred to as “the STATE”, through the Department of Administrative Services (DAS), the Oregon Department of Human Services (DHS) and the Oregon Health Authority (OHA) hereinafter known as “the State” and the Service Employees International Union (SEIU) Local 503, OPEU hereinafter referred to as “the UNION” and jointly hereafter referred to as “the PARTIES”.

It is the purpose of this Agreement to achieve and maintain harmonious relations between the STATE and the UNION, to provide for equitable and peaceful adjustments of differences which may arise.

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) receives service payment from state funds 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 receives service payment from state funds 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 EFFECTIVE DATE.

This Agreement shall become effective on July 1, 2015 or such later date as it receives full acceptance by the Parties, and expires June 30, 2019, except where specifically stated otherwise in the Agreement.

3.2 NOTICE TO NEGOTIATE.

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.

3.3 COMMENCING NEGOTIATIONS.

Negotiations for a successor agreement shall commence during the first (1st) week of March 2019, or such other date as may be mutually agreed upon, in writing, by the Parties. The Parties shall present any proposed changes desired in a Successor Agreement by the end of the second (2nd) meeting.

3.4 SCHEDULING NEGOTIATIONS.

During the first (1st) meeting, the Parties agree to schedule at least two (2) negotiating dates per month for April, May, June and July unless mutually agreed upon otherwise, in writing, at that meeting.

3.5 MEDIATION AND BINDING ARBITRATION.

Either Party may invoke mediation on or after June 30th of 2019 and any subsequent bargaining session shall include the Mediator on dates mutually agreed to by the Parties and the Mediator. Thereafter, the time lines and procedures set out in ORS 243.712 and 243.742 shall apply unless the Parties mutually agree, in writing, otherwise.

3.6 AGREEMENT EXTENSION.

If the Parties fail to reach agreement on a new successor Agreement on or before June 30, 2019, the Agreement shall be automatically extended until a new Agreement is reached or an opinion and order is promulgated pursuant to ORS 243.746(5).

3.7 REOPENING OF AGREEMENT.

The Agreement shall be reopened in 2017 for negotiations on Article 9-Service Fees, including Appendix A, Appendix B and Appendix C; and up to three (3) additional Articles by each party, which can be designated by either or both Parties. No other Articles may be opened for negotiations at that time unless mutually agreed to, in writing, by the Parties. Any Article or Section of Articles shall be opened as outlined in Sections 3.2 and 3.3 above. Such negotiations shall commence during the first (1st) week of March 2017, unless otherwise agreed to, in writing, by the Parties and, thereafter, the time lines and procedures set out in Section 3, 4, 5 and 6 of this Article shall apply.

3.8 PROCESS TO OPEN AGREEMENT DURING TERM.

No opening of this Agreement may take place unless specifically authorized herein or by mutual agreement, in writing, by the Parties or by operation of law.

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.

4.4

AFH Providers must comply with all federal Codes of Federal Regulations (CFRs) and Oregon Administrative Rules (OARS) regarding the individual rights of clients.

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 Parties encourage, 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 name(s) of the grievant or grievants; 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.

- a) Grievances shall be filed within thirty (30) calendar days with the DHS/OHA designee.

- b) A Union representative, who may be accompanied by the grievant, shall meet with the DHS/OHA Designee within thirty (30) calendar days following receipt of the grievance. The meeting may be in person or via teleconference. Failure

to meet shall not impact the merits of the grievance or its further processing. The DHS/OHA Designee shall respond to the grievance by e-mail no later than fifteen (15) calendar days following the Step 1 meeting or thirty (30) calendar days after the grievance was filed, whichever is sooner. Such response shall state specifically the basis for the Designee's granting or denial of the grievance.

- c) If the grievance is not resolved at Step 1, the Union may appeal the grievance to arbitration by written or e-mail notice to the DHS/OHA Designee within forty-five (45) calendar days of the denial of the grievance by the Director. Failure by the Designee to issue a written disposition of the grievance at Step 1 will permit the Union to invoke arbitration within forty-five (45) calendar days after the Step 1 response was due under the terms of this Article.

Step 2.

Arbitration. The Parties shall meet within thirty (30) calendar days from the date of a tentative settlement being reached on this Agreement to establish a list of five (5) arbitrators. The Employer and the Union shall each designate a representative to reach mutual agreement to establish a list of five (5) arbitrators within thirty (30) calendar days from the date of this package proposal being tentatively agreed to. The Parties will meet to attempt mutual agreement of five (5) arbitrators. If the Parties are unable to reach mutual agreement, then the Parties will strike from the ERB list of arbitrators, in succession, until five (5) names remain. The five (5) remaining names shall comprise the panel of arbitrators. Within five (5) calendar days of the Union's appeal of a grievance to arbitration, designated representative of the Parties shall confer to designate an Arbitrator to hear the grievances. Arbitrators will be selected from the following list on a rotating basis:

- 1.
2. Kathryn Whalen
- 3.

4. James Lundberg

5. Timothy Williams

Arbitrator List Modifications. The Parties may elect, during periods when the Agreement is open, to modify the list of arbitrators through elimination, addition or replacement. Any such change shall be by mutual agreement, in writing.

Arbitration Scheduling. The Parties shall mutually select dates, provided by the arbitrator for arbitration, in a prompt fashion.

Opinion and Award Timelines. Arbitrators will endeavor to issue a written opinion and award in the grievance within thirty (30) calendar days of the submission of briefs in the case or upon closing of the record if no briefs are filed.

Authority of the Arbitrator. The Arbitrator shall have no authority to rule contrary to, to amend, add to, subtract from, change or eliminate any of the terms of the Agreement. The findings of the Arbitrator shall be final and binding on the Parties. Arbitrations will be handled in accordance with the rules of the American Arbitration Association.

Arbitration Costs. The costs of arbitration shall be borne equally by the Parties. Each party shall bear the cost of its own presentation, including preparation and post-hearing briefs, if any.

Other Complaints, Charges or Claims. Nothing in this Article or Agreement restricts the right of either Party to file complaints, charges, claims or the like with Employment Relations Board or any other State or Federal entity.

Optional Mediations. At any point after a grievance is filed, either Party may request that the matter be submitted to mediation under the rules and procedures of the

Employment Relations Board and the Public Employees Collective Bargaining Act (PECBA). Any such submission must be by mutual agreement, in writing. Costs of any agreed to mediation shall be equally shared by the Parties. The conduct of mediation shall not affect the timelines and steps of the grievance process and any change in the timelines and procedures during mediation shall occur only upon mutual agreement, in writing.

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 mutually 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 INFORMATION REQUESTS

Information requests concerning grievances shall be specific and relevant to the grievance investigation. The Agency or Union will provide the information, to which the requesting party is lawfully entitled, in timely manner. 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.

The State will seek to pay Providers reimbursements in accordance with Federal and State laws. Cessation or recoupment of payments to Providers will be addressed under the applicable Federal and State laws. Nothing in this Agreement grants the State any additional rights or means to recoup or cease payment to Providers than otherwise exist in law.

9.2 USE OF RESIDENT ASSESSMENT TOOL FOR RATE DETERMINATIONS

- (a) Developmental Disability (DD). The DD assessment and rate setting tool, the SNAP, shall be used for each resident with a developmental disability upon initial entry of DD foster services or when a DD service rate needs to be reassessed. The SNAP tool consists of a base rate and additional identified supports. Appendix A provides the DD rates.

- (b) Oregon Health Authority (OHA). OHA has adopted the Level of Care Utilization System (LOCUS) to support the medical appropriateness of the setting selected for the deliver of the service. Recipients of OHA-funded Adult Foster Care services shall have a LOCUS level of care determination consistent with the LOCUS

placement table that recommends placement in a medically monitored residential services. OHA may not approve prior authorizations that do not contain a LOCUS level of care recommendation supporting admission to AFH.

OHA has adopted the Level of Service Inventory for Adult Foster Care (LSI). The Level of Service Inventory shall be used to support and describe the type and intensity of services required to care for the individual, pending CMS approval and the effective date in Appendix B, the LSI shall be used by OHA to assign a Medicaid service payment as shown in Appendix B.

Ageing and People with Disabilities (APD). The CAPS assessment tool will be used for each person in the APD delivery system. The rate will be paid based on the assessed need of the Individual. The rate is comprised of a base rate, add-ons and exceptions. Appendix C provides the APD rate chart.

- (c) For APD Only: The term “base rate” means the payment amount due for providing basic services to the Individual when the assessment does not indicate the need for Add-ons or Exception payments and 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.
- (d) For the DD assessment tool, the term “base rate” is inclusive of the first forty-seven (47) hours per month of assessed support and is the minimum rate for Individuals whose specific care needs are assessed to require less than forty-eight (48) hours per month.

- (e) In the event an assessment tool is modified, which impacts the way a rate is determined, DHS/OHA shall provide the Union with an electronic version of the revised tool with written identification of the specific modifications.
- (f) APD/DD Providers shall be allowed to provide documentation for an Individual assessment, including but not limited to ISP documentation, Behavioral Support Plans, staffing schedules and doctor's orders. If an Individual does not want a Provider to attend an assessment, the Provider will have an opportunity to submit both verbal and written information about the Individual to inform the assessor completing the assessment.
- (g) APD/DD Providers will receive copies of assessment documents and rate tool summaries including, but not limited to the APD Service Plan and DD Support Needs Summary.
- (h) For OHA AFH Providers a copy of the Individual's LOCUS and LSI including the total and composite scores for each tool shall be sent no later than twenty-one (21) days after the rate assessment is finalized.
- (i) For DD Individuals: Payments for Individuals in the DD Program residing in an AFH that is licensed by APD or OHA, will be based on the SNAP Tool.
- (j) For APD Individuals: At the discretion of the Department, payments for Individuals in the APD Program residing in an AFH that is licensed by DD or OHA, will be based on the assessment best meeting the unique needs, but no lower than those established in the APD Service Rate Chart.
- (k) For OHA Individuals: Payments for Individuals in the OHA Program residing in an DHS Licensed AFHs, will be based on the OHA assessment tool.

9.3 RESIDENT SERVICE RATES AND SUPPORT NEEDS

DHS/OHA shall provide in writing:

- Each Individual's service rate that shows the amounts for the base rate, supports/add-ons and exceptions where applicable, and
- Each Individual'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.

The information above shall be available prior to an Individual's admission into an AFH home.

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

- (a) Timely Payments. For Providers of Oregon Medicaid fee for service benefits or Providers serving Oregon Medicaid fee for service members, OHA/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.

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.

For Providers serving Individuals enrolled in Medicaid managed care, Providers shall submit claims to the Individuals assigned coordinated care organization using the billing and claiming procedures established by the coordinated care organization.

OHA shall immediately notify the Providers 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) For APD only: 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) For DD only: Should the CBC payment system change to the eXPRS payment system, Providers will be required to submit a claim via the web-based system 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. All services not directly provided by the AFH Provider or the care giver, must be billed by the rendering AFH Licensed Provider. Examples of this are behavioral consultants, nursing Providers and employment Providers. 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

- (a) Providers enrolled with the OHA to bill for services using MMIS have access to training and technical support to ensure that Providers can perform the following: request prior authorization, submit claims, adjust claims and reading remittance advice for payments received.
- (b) Providers of Adult Foster Care services will have the same access to training and information as all OHA enrolled service Providers using MMIS.

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) APD/DD: Providers shall be issued documentation of the specific services they are expected to provide.
- (b) APD/DD: Providers shall be given written notice of the amount they will be paid for said service(s) and may include explanation of the base rates, add-on/supports and exceptions where applicable. Written notice will be given 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) For OHA only: Providers shall receive written notice within ten (10) business days of a completed reassessment, which means that the prior authorization request has been reviewed and approved by OHA and a service authorization has been entered into the MMIS. This results in issuance of a MMIS service authorization to Provider and Individual receiving services.
- (d) Rates that stay the same or increase will be effective on the date of the completed assessment.
- (e) Payment amounts that decrease will be effective seven (7) days after the completed assessment.
- (f) Reassessments. Upon receipt of a proper request for reassessment due to a change in condition of the Individual, the date of the reassessment will be scheduled within ten (10) business days in order to occur within the required forty-five (45) day period.

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, and
- 2) the reasons for the request are stated based on the change in individual conditions.

However, if the change in conditions is not based on the Individual's clinical, medical, physical or behavioral health needs, the request will not meet criteria for a reassessment. The Provider will be notified that the consumer does not meet the criteria for reassessment within seven (7) business days.

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) If the Provider feels the issue is not resolved, they may initiate the complaint process within thirty (30) days of the DHS/OHA response.

- (c) Rate Change Explanation. If an Individual'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 within seven (7) days 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 OREGON MINIMUM WAGE COMPLIANCE

If during the term of this Agreement, the Oregon minimum wage increases to exceed any AFH rates driven by staffing costs, including but not limited to 1:1 rates, 2:1 rates and exception based rates, then the Parties shall commence bargaining. The Parties agree that these negotiations shall be limited to increases to Provider rates to cover increased staffing costs due to the minimum wage increase. The Parties agree to commence bargaining within thirty (30) days of the passage of any legislation or ballot initiative. Either Party may invoke Mediation after bargaining has commenced for at least sixty (60) days. Thereafter, the timelines and procedures set out in ORS 243.712 and 243.742 shall apply unless the Parties mutually agree in writing, otherwise.

ARTICLE 10 – PRE-PLACEMENT PLANNING

10.1 PRE-ADMISSION PROCESS

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

10.2 PLACEMENT IN AN APD, OHA and DD 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, Resident Specialist, or other State representative 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:

1. any history of prior placements
2. Income: amount of any offset
3. Medical: a medical history including current medical insurance, prescription drug coverage, dental coverage, current medical, dental, mental health prescribers, any current or past medical and mental health, addictions diagnoses, current physical, psychological exam/assessment, treatment plan, and current medications. Any protected health information will be provided in a manner that assures HIPAA compliance.
4. Support Needs: a summary of support needs for activities of daily living, any recent care plans, any transportation eligibility, current work programs available and any known behavioral and/or risk factors, including but not limited to criminal history contained in the case file or related to service provided by AFH.

10.3 ADULT FOSTER CARE HOME 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

It is the responsibility of Providers to follow HIPAA Standards at all times. 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.

Due to confidentiality requirements, names of all complaints, reported victims, witnesses and perpetrators shall be omitted for purposes of Union representations.

Abbreviations used (written and verbal):

C or CC	Complainant
RV	Reported Victim
W or Wit	Witness
RP	Reported Perpetrator

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 OAAPF regarding any active investigation and will receive a response within fourteen (14) days of 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 staff person, or back-up, will be designated 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 is not grievable under this Agreement.

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.

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 continue a subcommittee for OHA with a minimum of three (3) OHA 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) Maintain the minimum number of required hours/courses available for free on-line (twelve (12) hours for APD, DD and twelve (12) hours for OHA (including the eight (8) required areas). Some courses may meet the requirements for all three (3) program areas.
- (b) 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. The Agency will review and update the self-study content as needed during this process.

- (c) 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.
 - (d) Discuss and make recommendations regarding the frequency in which certain courses may be repeated.
 - (e) Develop a plan to keep at least the minimum amount (as referenced in 6(a) above) of free on-line training opportunities posted on the DHS/OHA website.
 - (f) Will condenser developing online or self-study training related to the most common licensing deficiencies.
- C. The results of the committee's work, including recommendations, shall be sent to the Department of Human Services (DHS) Administrators and Oregon Health 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. DHS/OHA, 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. DHS/OHA will keep the Training Committee informed on its progress to implement the Training program.
- E. DHS/OHA and SEIU Local 503 may jointly participate in developing grant opportunities, including any funds available through federal programs.

LETTER OF AGREEMENT OF INTENT - RN DELEGATION

Purpose: To continue efforts from workgroup recommendations from the 2013-2015 Adult Foster Home CBA Statement of Intent: RN Delegation.

1. By January 1st, 2016, the Department will review and update relevant curriculum for the AFH orientations (DD & APD) and include information to State and County staff through a transmittal to include the following:
 - a. Information on options for AFH providers to become Long Term Care Community Nurse.
 - b. Information about wrap around services available when delegated task is needed during off-hours (nights, weekends, holidays). Hospital/Doctor responsibility to set-up plan for meeting needs (Home Health / Agency / Family Member) until delegation available.
 - c. Clarity around options available to the Provider when an Individual's care needs change, resulting in care that exceed the providers licensed ability, and there is not available wrap-around services with appropriate licensure.
2. By January 1st, 2016, SEIU will schedule a meeting with OHA and DHS to explore communication opportunities with CCOs at the statewide level with the purpose of care coordination for this provider group around nurse delegation services and other medical needs.

**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 patient's Primary Care Provider.

**LETTER OF UNDERSTANDING – STANDARDIZE CRIMINAL BACKGROUND
CHECK PROCESS FOR ALL AFH PROVIDERS**

Purpose: To ensure a criminal background check system that is standardized and efficient, by enabling Providers the ability to do Criminal Records Information Management System (CRIMS) checks and provide preliminary approval in a prompt manner. Providers are then able to hire and train and retain caregivers.

Effective January 1, 2016 a standardized criminal background check system for all Providers statewide shall be implemented in a way that:

1. Grants all Providers, or their designees, who meet the requirements of, and who are approved to be, a DHS Qualified Entity Designee: and who complete all applicable requirements under the Department Background Check Unit, including record retention and confidentiality, access to conduct criminal background checks for potential employees.

2. APD-licensed Providers may use the Long Term Care Registry component of Criminal Records Information Management System (CRIMS) for lists of immediately hireable potential employees.

LETTER OF AGREEMENT - SPECIFIC NEED CONTRACT RATES

It is the intent of the Parties to establish rates for Specific Need Contracted Homes licensed with Karen Campbell (Highland Heights AFH and Shaun's Place).

To this end, the Parties agree to the following for Individuals meeting the target population within the contract.

AFH NAME	Effective February 1, 2016	Effective February 1, 2017
Highland Heights	\$7,098	\$7,275
Shaun's Place AFH	\$6,912	\$7,085

APPENDIX A

Rates for Adult Foster Homes Serving Individuals with Developmental Disabilities

A.1 RATE RULES

1. Base Rate is inclusive of the first forty-seven (47) hours per month of assessed support and is the minimum rate for individuals whose specific care needs are assessed to require less than forty-eight (48) hours per month(only “over 18-age residents”): \$ 856.00
2. Base rate, \$856.00, is the minimum service rate. Base rate includes \$480 for assessed supports and \$376 for ancillary costs. Assessed support in excess of the \$480 is added to the base rate.
3. Total maximum rate (before consideration of 2:1 needs): \$7804.00
4. Additional rate for 2:1 assists:
 - (a) Effective February 1, 2016: \$12.64/hour for the additional staff for the 2:1 hours approved.
 - (b) Effective February 1, 2017: \$12.89/hr for the additional staff for the 2:1 hours approved.
5. Combination of ADL, Medical, and Behavior Needs Sections cannot exceed \$5,261.00.

A.2 RATE INCREASES FOR DD PROVIDERS

Effective February 1, 2016 all service rates paid to Adult Foster Homes serving Individuals with developmental disabilities shall be increased by two and one-half percent (2.5%).

Effective February 1, 2017 all service rates paid to Adult Foster Homes serving Individuals with developmental disabilities shall be increased by two and one-half percent (2.5%).

Both two and one-half percent (2.5%).increases shall be applied to all parts of the SNAP Tool including Support Values, Section Maximums and Rate Rules.

A.3 SNAP ASSESSMENT TOOL SECTIONS

The SNAP assessment tool consists of four sections for determining assessed rates as of July 1, 2015, for Individuals:

- 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 \$1,902.40, then Max is \$1,949.96 effective February 1, 2017.

Supports Title	Level of Assist	Supports Value	February 2016	February 2017
Ambulation/Mobility in the Home:	Full Assist	\$619	\$634.48	\$650.34
	Two Person Assist: plus 2:1 rate	\$619	\$634.48	\$650.34
Ambulation/Mobility in the Community:	Full Assist	\$619	\$634.48	\$650.34
	Two Person Assist: plus 2:1 rate	\$619	\$634.48	\$650.34
Transferring/Positioning	Full Assist	\$619	\$634.48	\$650.34
	Two Person Assist: plus 2:1 rate	\$619	\$634.48	\$650.34

Eating/Drinking	Partial Assist- Intermittent	\$619	\$634.48	\$650.34
	Full Assist	\$928	\$951.20	\$974.98
	Full Assist - constant/aspiration risk	\$928	\$951.20	\$974.98
Toileting	Full Assist	\$309	\$316.73	\$324.64
Bladder Control	Partial Assist	\$155	\$158.88	\$162.85
	Full Assist	\$619	\$634.48	\$650.34
Bowel Control	Partial Assist	\$155	\$158.88	\$162.85
	Full Assist	\$619	\$634.48	\$650.34
Menses	Partial Assist	\$77	\$78.93	\$80.90
	Full Assist	\$155	\$158.88	\$162.85
Bathing	Full Assist	\$309	\$316.73	\$324.64
	Two-Person Assist: plus 2:1 rate	\$309	\$316.73	\$324.64
Oral Hygiene	Full Assist	\$77	\$78.93	\$80.90
Dressing & Hair Care	Full Assist	\$206	\$211.15	\$216.43
Shaving	Full Assist	\$103	\$105.58	\$108.21

B.) Medical Section:

Maximum Section Rate Allowed (before 2:1 Rate): \$3,806.85, then Max is \$3,902.02 effective February 1, 2017.

Supports Title	Level of Assist	Supports Value	February 2016	February 2017
Communication – Expressive	Full Assist	\$309	\$316.73	\$324.64
Communication – Receptive	Full Assist	\$309	\$316.73	\$324.64
Safety	Full Assist	\$464	\$475.60	\$487.49
Fire Evacuation	Full Assist	\$15	\$15.38	\$15.76
Medication Management Support Oral	Full Assist – 5 or 6	\$155	\$158.88	\$162.85
	Full Assist - 7 or more	\$309	\$316.73	\$324.64
Medication Management Support Inhalants, Topicals or Suppositories	Partial Assist	\$155	\$158.88	\$162.85
	Full Assist -	\$309	\$316.73	\$324.64
Medication Management Support - Injections	Partial Assist	\$155	\$158.88	\$162.85
	Full Assist -	\$309	\$316.73	\$324.64
Health Management Supports - General	Full Assist	\$155	\$158.88	\$162.85
Health Management Supports - Complex	Partial Assist - Weekly	\$309	\$316.73	\$324.64
	Partial Assist - 1 to 3 per day	\$619	\$634.48	\$650.34
	Full Assist - plus 3 per day	\$1,857	\$1,903.43	\$1,951.01
	Full Assist and Monitoring - exclusive focus	\$3,714	\$3,806.85	\$3,902.02
	Two Person Assist - exclusive focus, plus 2:1 rate	\$3,714	\$3,806.85	\$3,902.02

Equipment (Considered Part of Medical Section): The value of the highest priced item is yielded for each section.

Maximum Allowed for this Equipment Section: \$ 27.68 thru 2/1/17, then Max is \$28.37		February 2016	February 2017
<u>Leg Braces</u>	<u>\$27</u>	\$27.68	\$28.37
<u>Ankle or foot orthotics</u>	<u>\$27</u>	\$27.68	\$28.37
<u>Arm splints</u>	<u>\$27</u>	\$27.68	\$28.37

Maximum Allowed for this Equipment Section: \$ 55.35 thru 2/1/17, then Max is \$56.73		February 2016	February 2017
<u>Grab bars in bathroom</u>	<u>\$54</u>	\$55.35	\$56.73
<u>Shower Gurney</u>	<u>\$54</u>	\$55.35	\$56.73

Maximum Allowed for this Equipment Section: \$ 109.68 thru 2/1/17, then Max is \$112.42		February 2016	February 2017
<u>Hoyer Lift</u>	<u>\$107</u>	\$109.68	\$112.42
<u>Transfer equipment (transfer boards)</u>	<u>\$27</u>	\$27.68	\$28.37

Maximum Allowed for this Equipment Section: \$ 55.35 thru 2/1/17, then Max is \$56.73		February 2016	February 2017
<u>Body Jacket</u>	<u>\$54</u>	\$55.35	\$56.73
<u>Manual wheelchair</u>	<u>\$27</u>	\$27.68	\$28.37
<u>Electric Power wheel chair</u>	<u>\$27</u>	\$27.68	\$28.37
<u>Prone stander</u>	<u>\$27</u>	\$27.68	\$28.37
<u>Sidelyer</u>	<u>\$27</u>	\$27.68	\$28.37

Maximum Allowed for this Equipment Section: \$ 109.68 thru 2/1/17, then Max is \$112.42		February 2016	February 2017
<u>Nebulizers</u>	<u>\$54</u>	\$55.35	\$56.73
<u>C-PAP</u>	<u>\$54</u>	\$55.35	\$56.73
<u>Oxygen</u>	<u>\$54</u>	\$55.35	\$56.73
<u>Ventilator</u>	<u>\$107</u>	\$109.68	\$112.42
<u>Pulse Oxymeter</u>	<u>\$27</u>	\$27.68	\$28.37
<u>Heart Monitor</u>	<u>\$27</u>	\$27.68	\$28.37
<u>Suctioning equipment</u>	<u>\$107</u>	\$109.68	\$112.42
<u>Vagal stimulator</u>	<u>\$54</u>	\$55.35	\$56.73
<u>Diabetic insulin pump</u>	<u>\$54</u>	\$55.35	\$56.73
<u>Baclofen pump</u>	<u>\$27</u>	\$27.68	\$28.37
<u>Prosthetics</u>	<u>\$11</u>	\$11.28	\$11.56

C.) Nighttime Needs Section:

Maximum Rate Allowed (before 2-1 needs): \$2,220.15, then Max is \$2,275.65 effective February 1, 2017.

Supports Title	Level of Assist	Supports Value	February 2016	February 2017
Nighttime Needs – Medical Supports	Individual Requires Nighttime Assistance – Weekly	\$309	\$316.73	\$324.64
	Individual Requires Nighttime Assistance – Intermittent nightly	\$928	\$951.20	\$974.98
	Individual Requires Nighttime Assistance – Ongoing Nightly	\$1,857	\$1,903.43	\$1,951.01
	Individual Requires Nighttime 1:1 Assistance	\$2,166	\$2,220.15	\$2,275.65
	Individual Requires Nighttime 2:1 Assistance, plus 2:1 rate	\$2,166	\$2,220.15	\$2,275.65

Nighttime Needs – Behavior Supports	Individual Requires Nighttime Assistance – Weekly	\$309	\$316.73	\$324.64
	Individual Requires Nighttime Assistance – Intermittent nightly	\$928	\$951.20	\$974.98
	Individual Requires Nighttime Assistance – Ongoing Nightly	\$1,857	\$1,903.43	\$1,951.01
	Individual Requires Nighttime 1:1 Assistance	\$2,166	\$2,220.15	\$2,275.65
	Individual Requires Nighttime 2:1 Assistance	\$2,166	\$2,220.15	\$2,275.65

D.) Behavioral Needs Section:

Maximum Section Rate Allowed (before 2:1 Rate): \$3,806.85, then Max is \$3,902.02 effective February 1, 2017.

<i>Supports Title</i>	<i>Level of Assist</i>	<i>Supports Value</i>	<i>February 2016</i>	<i>February 2017</i>
Behavioral Supports – No Formal Plan Supervision and Monitoring	Within Hearing or Visual Distances	\$464	\$475.60	\$487.49
	Within Hearing and Visual Distances	\$619	\$634.48	\$650.34
Behavioral Supports – Home and Community	Behavior Plan – No Physical Intervention	\$309	\$316.73	\$324.64
	Behavior Plan	\$619	\$634.48	\$650.34
	Mental Health Plan	\$619	\$634.48	\$650.34
Behavioral Supports – Supervision Home	Within Hearing or Visual distances	\$464	\$475.60	\$487.49
	Within Hearing and Visual Distances	\$619	\$634.48	\$650.34

Behavioral Supports – Supervision - Home - One on One	One-on-One – up to 2 hours a day	\$619	\$634.48	\$650.34
	One-on-One – up to 4 hours a day	\$1,238	\$1,268.95	\$1,300.67
	One-on-One – up to 6 hours a day	\$1,857	\$1,903.43	\$1,951.01
	One-on-One – up to 8 hours a day	\$2,476	\$2,537.90	\$2,601.35
	One-on-One – up to 10 hours a day	\$3,095	\$3,172.38	\$3,251.68
	One-on-One – up to 12 hours a day	\$3,714	\$3,806.85	\$3,902.02
	Two-Person Assist plus 2:1 rate	\$3,714	\$3,806.85	\$3,902.02
Behavioral Supports – Supervision – Community	Within Hearing or Visual Distances	\$464	\$475.60	\$487.49
	Within Hearing and Visual Distances	\$619	\$634.48	\$650.34
	One-on-One	\$619	\$634.48	\$650.34
	Two-Person Assist plus 2:1 rate	\$619	\$634.48	\$650.34

APPENDIX B

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

B.1 RATE TABLE

The LOCUS Rate Table established in the 2013-2015 AFH Collective Bargaining Agreement shall remain in effect through December 31, 2015.

Effective January 1, 2016, rates will be calculated utilizing the LSI as follows:

LSI Score	Base Rate	LSI Score	Base Rate	LSI Score	Base Rate
0-34	1,750	35-79	2,200	80-100	2,800
ADD ON 1	1,794	ADD ON 1	2,277	ADD ON 1	2,926
ADD ON 2	1,839	ADD ON 2	2,357	ADD ON 2	3,058
ADD ON 3	1,885	ADD ON 3	2,439	ADD ON 3	3,195
ADD ON 4	1,932	ADD ON 4	2,525	ADD ON 4	3,339
ADD ON 5	1,980	ADD ON 5	2,613	ADD ON 5	3,489
ADD ON 6	2,029	ADD ON 6	2,704	ADD ON 6	3,646
		ADD ON 7	2,799	ADD ON 7	3,810

B.2 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.

B.3 CMS APPROVAL

The State will inform the Union via telephone of progress made with CMS and approval process on a bi-monthly basis.

B.4 NEW RATE STRUCTURE NOTIFICATION

By November 15, 2015 the State shall send notification to all licensed AMH Providers of the new rate structure. No later than November 1, 2015. The State shall share a draft of this notice for feedback with the Union.

APPENDIX C

Service Rates for Adult Foster Homes Serving Individuals in Aging and People with Disabilities Programs

Rates will be paid as follows:

C.1 APD RATE TABLE

	Effective February 1, 2016	Effective February 1, 2017
Base	\$1,371/Month	\$1,461/Month
Base plus 1 add-on	\$ 1,637/Month	\$ 1,727/Month
Base plus 2 add-ons	\$ 1,902/Month	\$ 1,992/Month
Base plus 3 add-ons	\$ 2,168/Month	\$ 2,258/Month
Approved additional hours of service	\$12.42 per hour	\$12.85 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, or as a change in condition occurs, based on Department approval of the exceptional needs request. Exceptional hours shall adequately meet resident service needs and adequately fund this service for Providers.

Based on the assessment of the Individual, by the State or its designee, APD may pay pass-through funding for additional service/s for Individuals that are not included in the AFH rate. Pass-through funding may be approved for non-ADL/IADL supports.

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 AFH-SPECIFIC NEEDS CONTRACT AND EXCEPTIONAL RATES

Specific Needs Contract and Exceptional Rates are outside of the standardized APD-AFH rate structure and have their own distinct rate schedule defined below. Some of the specific needs covered under these contracts include: Ventilator Dependent, Neurological/Neuro-gerontologic, Brain Injury, Behavioral Needs, Bariatric, Complex ADL, Enhanced Care Outreach Services, and Cognitive/Memory Care.

Target Population	Effective February 1, 2016	Effective February 1, 2017
ECOS (currently \$2,435)	\$2,575	\$2,640
Basic	\$5,747	\$5,890
Advanced	\$6,568	\$6,732
Ventilator	\$8,200	\$8,418
Complex	\$8,435	\$8,646

No later than April 1, 2016 the State agrees to convene a meeting with the Union and ventilator home providers to explore the possibility of establishing an “Advanced” ventilator home.

The Specific Needs such as memory care, bariatric care, brain injuries, complex medical, complex ADL or neurological conditions may fall into the Basic, Advanced or Complex rate categories, depending on care and staffing needs of the Individuals served under that contract.

AFHs receiving AFH Specific Needs Contract must comply with the contracted Statement of Work. Rates will only be provided for Individuals living in the AFH who meet the service and eligibility criteria specified in the Statement of Work and approved by APD Central Office. Specific Needs Contracts will require additional staffing, services and ongoing documentation of compliance with the Statement of Work as defined by the State.

Specific Needs Provider Compliance Process:

By January 1, 2016 the State shall develop a checklist of items that will be reviewed during the routine Contract Compliance Process.

Providers shall be notified thirty (30) days in advance of an upcoming compliance process. Providers shall have fifteen (15) business days from initial notification of the compliance process to provide requested documentation.

By January 1, 2016 the State shall provide Specific Need Providers access to example forms for use in the SNP homes.

If the requirements of the Specific Needs Contract 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/s in the AFH, as determined by the State. 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.

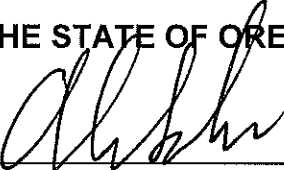
Appropriate transition plans including necessary funding through the exceptional rates process will be made if the assessed needs of the Individual continue to demonstrate the higher needs. The current Specific Needs Contract rate shall continue until Individuals are transferred out of the AFH or an exceptional rate has been established, if necessary.

The Department retains sole discretion in determining Exceptional Rate and Specific Need Contract Providers.

SIGNATURE PAGE

Signed 1 day of July, 2015 in Salem, Oregon.

FOR THE STATE OF OREGON:



Clyde Saiji, Director
Department of Human Services

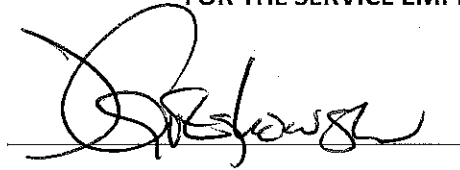


Madilyn Zike, DAS
Chief Human Resources Officer (CHRO)

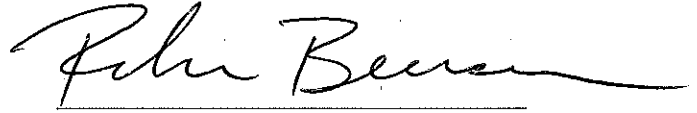


Jose C Espinoza, State Labor Relations Manager
DAS, CHRO, LRU

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



Jereme Grzybowski, Interim Executive
SEIU Local 503, OPEU



Rebeca Beeman, Chief Negotiator
SEIU Local 503, OPEU

SEIU Bargaining Team Members

Katie Coombes

Donna Granger

John Grimm

Paul Groh

Roxanne Hazen

Michael Jones

Stephanie Krohn

Clara McPhee

Deffo Mebrat

Cathryn Miles

Robert Nash

Rick Rose

Debbie Schreiner Smith

Lana Sepolen

Leah Silaev

Kim Steward

Abyssinia Trent