

## Collective Bargaining Agreement



Between

The Department of  
Administrative Services,  
on Behalf of the State of  
Oregon and the Oregon  
Home Care Commission



And

Service Employees  
International Union  
Local 503, Oregon Public  
Employees Union

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## **CONTRACT FORMAT INDEXING SYSTEM**

The Collective Bargaining Agreement uses a reference number to identify the application of Articles, Sections and Letters of Agreement, Intent, etc., to the groups of workers specified in Article 2, Recognition. If one of the following numbers is added to an Article or Letter of Agreement, it signifies the group of workers to which the Article or Letter applies:

- .1 Homecare Workers (HCWs)
- .2 Personal Support Workers (PSWs)
- .3 Personal Care Attendants (PCAs)

If an Article or Letter of Agreement does not have a “.1” or “.2” or “.3” added to it, the Article or Letter applies to all Providers. Examples of the formatting are:

Article X applies to all Providers;  
Article X.1 applies to HCWs only; and,  
Article X.2 applies to PSWs only; and,  
Article X.3 applies to PCAs only.

Article 12 and Article 18 do not appear in this Agreement as they were removed in the 2015-2017 Agreement.

## **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, through the Department of Administrative Services (DAS), and the Oregon Home Care Commission (OHCC), hereinafter referred to as the EMPLOYER, hereinafter collectively referred to as the STATE and the Service Employees International Union (SEIU) Local 503, OPEU, hereinafter referred to as the UNION and jointly hereinafter referred to as the PARTIES.

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

## **ARTICLE 2 – RECOGNITION**

### **Section 1.**

The Employer recognizes the Union as the exclusive bargaining representative for all Homecare Workers/Personal Support Workers/Personal Care Attendants represented by the Union as listed in Section 2 of this Article.

### **Section 2.**

The Employer and the Union have established a single bargaining unit that consists of:

- a) Homecare Workers (HCW). All full-time, part-time, and hourly, publicly funded Homecare Workers employed through the Employer, who are Consumer-Employed Providers (CEPs), Spousal Pay Providers, State Plan Personal Care Providers for older adults and people with disabilities, and providers in the Oregon Project Independence (OPI) Program, and for whom compensation is paid by Oregon Department of Human Services (ODHS) or, other public agency, or contracted Fiscal Intermediary who receives public funds for this purpose.

All other Homecare Workers, including those employed by other employers, and supervisors are excluded.

- b) Personal Support Workers (PSW). All full-time, part-time, or hourly publicly funded Personal Support Workers who are hired by an Employer of Record, and are providing personal support worker services through State Plan Personal Care for persons with developmental disabilities, or services authorized through a Community Developmental Disabilities Program, Support Services Brokerage or Children's Intensive In Home Services; and (4) for whom compensation is paid by Oregon Department of Human Services (ODHS) or other public agency or contracted Fiscal Intermediary who receives public funds for this purpose.

- c) Personal Care Attendants (PCA). All hourly, publicly funded personal support workers who are; 1) enrolled as a Medicaid provider, 2) hired to provide personal care services to people who have been approved to receive Medicaid State Plan Personal Care Services and/or 1915(i) Home and Community-Based Services (Mental or Behavioral Health Services) by Health Systems Division, and 3) compensated by the Oregon Health Authority (OHA).
  
- d) Personal Support Worker. Independent Choices Program (PSW-ICP) Providers who are hired and paid directly by the consumer-employer funded through the Medicaid State Plan J, Independent Choices Program. Providers are not required to complete a provider enrollment agreement and are not paid directly by the Oregon Department of Human Services. Rates, hours and expectations are set by the consumer-employer and not the Department.

**Section 3.**

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.

*REV: 2019,2023*

## **ARTICLE 3 – TERM OF AGREEMENT**

### **Section 1. Effective Date.**

Unless otherwise noted in a specific article in the Agreement, this Agreement becomes effective on the date of ratification and expires June 30, 2025. The Union shall send a communication informing the Department of Administrative Services Labor Relations and the affected Agencies of the specific ratification date of the tentative agreement. If the Union does not send the communication identifying the date of the ratification vote, the Employer will use the effective date of the agreement as being the first of the month following the date of signature.

### **Section 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.

### **Section 3. Commencing Negotiations.**

Negotiations for a successor Agreement shall commence during the first (1<sup>st</sup>) full week of March 2025, 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 fourth (4<sup>th</sup>) meeting.

### **Section 4. Scheduling Negotiations.**

During the first (1<sup>st</sup>) 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.

### **Section 5. Mediation and Binding Arbitration.**

Either Party may invoke mediation on or after June 30<sup>th</sup> of 2025 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.

**Section 6. Agreement Extension.**

If the Parties fail to reach agreement on a new successor Agreement on or before June 30, 2025, 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).

**Section 7. 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.

*REV: 2019, 2021,2025*

## **ARTICLE 4 – COMPLETE AGREEMENT**

### **Section 1.**

Pursuant to their statutory obligations to bargain in good faith, the Employer 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 Employer and the Union resulting from these negotiations. The Union agrees that the Employer has no further obligation during the term of this Agreement to bargain wages, hours, or working conditions except as specified in this Agreement or by operation of law.

### **Section 2.**

The Parties recognize the full right of the Employer 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.

### **Section 3.**

The Employer 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 243.702](#).

### **Section 4.**

The Employer agrees to bargain if there is an increase in State or Federal funding that can be directed towards Homecare Workers/Personal Support Workers/Personal Care Attendants during the term of this Agreement if the State has the authority to use the funds for Provider service payments or benefits. Such negotiation shall follow the timelines pursuant to ORS 243.698. After the ninety (90) day period of negotiations either Party may declare impasse and proceed to binding arbitration in accordance with ORS 243.742.

## **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 – NO STRIKE/NO LOCKOUT**

### **Section 1.**

During the term of this Agreement, the Union, its members and representatives agree not to engage in, authorize, sanction or support any strike, slowdown or other acts of curtailment or work stoppage.

### **Section 2.**

The Employer agrees that, during the term of this Agreement, it shall not cause or initiate any lockout of Employees.

### **Section 3.**

This Article does not apply to the consumers' sole and undisputed rights provided in the law, including the selection and termination of employment of the Employee.

## **ARTICLE 7 – UNION RIGHTS**

### **Section 1. Centralized State Payment System.**

The Centralized State Payment System will include PSWs who provide services through a Brokerage, CIIS, CDDP and or State Plan Personal Care DD programs. The Centralized Payment System does not include Independent Choices PSWs.

### **Section 2. Bulletin Boards.**

The Union shall have a right to bulletin board space in all Case Management Entities that Providers necessarily frequent due to work-related business, if permitted by the facilities management/owner. Such space shall not be denied for arbitrary or capricious reasons. If such space is denied by the facility manager/owner, the reason for such denial shall be provided in writing to the Union. The Union shall be solely responsible for the costs and maintenance of all bulletin boards. The Union will provide bulletin boards (no larger than two feet by three feet [2'x3'], unless a larger size or process for supplying a bulletin board is necessary to meet facility requirements. The bulletin boards will be clearly marked as Union bulletin boards and will be maintained by Union worker representatives and/or Union staff. Union communications may not be posted in any location or agency. The Parties agree that the Union and the State, or the Case Management Entity (whichever is appropriate) will discuss the location in the facility for the Union bulletin board, and if they are unable to agree on a location the State will attempt to remedy the situation, appropriate to their subcontracted agent. Within thirty (30) days of the effective date of this Agreement, the State shall notify all Case Management Entities of the rights of the Union to bulletin board space. The State shall provide the Union with a copy of this notice, as well as a list of the Case Management Entities that were notified.

### **Section 3.**

The State shall ensure there is no language in Provider paperwork or policies that refers to the workforce as domestic employees or domestic workers, unless required by Statute or CFR.

#### **Section 4. Union Presentations at OHCC Trainings.**

The Union shall be granted at least thirty (30) minutes before the start of the scheduled OHCC training or after the scheduled OHCC training for Union business. Union presentations held before the scheduled training shall not cause a delay in the scheduled start time of the training. The Union commits to making a good faith effort to make a presentation at trainings scheduled by the Employer.

#### **Section 5. Union Rights Related to CareWell 503**

The Parties agree that the CareWell 503 shall provide the Union with reasonable access to its training classes and data, in order for the Union to make presentations on Union issues. The Union will be allowed to make a thirty (30) minute presentation on Union issues to all Providers during the required orientation/seminar. This shall include newly enrolled workers, as well as existing workers attending a refresher orientation/seminar.

Providers will be provided with information about the benefits available to eligible workers through participating Trusts during scheduled new employee orientations/seminars.

#### **Section 6. Union Representation – Provider Recruitment at OHCC Events Orientation.**

When the Oregon Home Care Commission holds a Recruitment Event the Union will be allowed to make a thirty (30) minute presentation at a mutually agreeable time about the organization, representational status, and Union benefits and to distribute and collect membership applications.

#### **Section 7. Employer Indemnity.**

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

### **Section 8. Service Period and Deductions.**

Service period is defined as the calendar month in which services are authorized and provided. All Union dues, shall be based on a service period and taken from all checks for the service period in question, provided sufficient funds are available. All other current Union deductions, including but not limited to Citizen Action for Political Education (CAPE) contributions shall be based on a service period and shall be deducted from the first check issued for the service period in question provided sufficient funds are available.

The service period deduction method shall not have any effect on tax deductions, which shall continue to be on a payment date basis (that is, date payment is issued).

### **Section 9. List of Representatives.**

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

### **Section 10. Data Transfer.**

By the fifteenth (15<sup>th</sup>) calendar day of each month, the Union shall receive the following information for all active Providers (except PSW ICPs as outlined in Section 17 of this Article).

The data transfer shall contain the following information if available:

1. Full Name
2. Address (Home and Mailing)
3. Telephone numbers (Home, Work and Cellular)
4. Email address
5. Program name and code
6. Differentials qualified for
7. Base hourly pay rate
8. Language preference
9. Unique identification number
10. Date of Birth (DOB)

11. Provider number
12. Hours worked
13. Gross pay
14. Union dues and other deductions for the previous month's activity
15. Gender
16. Race
17. Ethnicity

The data will be provided in an agreed-upon format and transmitted electronically.

### **Section 11. New Provider List Information.**

ODHS agrees to provide the Union information on all new Providers each business day, on the day the Provider's provider number is activated. This information will include the same data as the monthly exchange in Section 10 of this Article.

This data shall be provided in an agreed-upon format and in an agreed-upon electronic transmission process.

### **Section 12. Dues Deduction.**

- a) Upon written, electronic, visually recorded, or recorded telephonic message authorization request from the Provider, monthly Union dues plus any additional voluntary Union deductions shall be deducted from the Provider's salary and remitted to the Union. Additionally, upon written notice from the Union, authorized increases in dues in the form of special assessments shall be deducted from the Provider's salary and remitted to the Union according to this Section. Such notice shall include the amount and duration of the authorized special assessment(s). All written applications for Union membership and authorizations for dues and/or other deductions, which the Employer receives, shall be promptly forwarded to the Union. The Union shall provide to the Employer an electronic file listing all Provider's who have authorized dues and/or other deductions. The Union deductions electronic file shall contain the State issued UID and this shall be the sole match criteria used by the State to process Union deductions. The Union will maintain the written, electronic or recorded

telephonic message authorization records and will provide copies to the Employer upon request. The State shall ensure that Union deductions start on the next immediate paycheck if the Union deductions electronic file is submitted by the Union seven (7) business days prior to a given payroll date. The State will continue to send exception reports to the Union one (1) business day after each Union submission. The State shall ensure that Union deductions stop on the next immediate paycheck if the Union deductions electronic file is submitted by the Union seven (7) business days prior to a given payroll date.

- b) Upon return from any break in service, reinstatement of the dues deduction shall occur for those workers who were having dues deducted immediately prior to said break in service.
- c) Dues deduction shall only occur after all mandatory and priority deductions are made in any pay period.

### **Section 13. Associated Costs.**

The Union agrees to pay reasonable costs associated with dues deduction administration and/or system changes to accommodate dues deductions.

### **Section 14. Other Deductions.**

Voluntary payroll deductions made to the Union for Provider benefits shall be submitted at the same time as regular dues deductions.

No later than the tenth (10<sup>th</sup>) calendar day of each month, the Union shall receive a benefit register for each benefit listing each Provider the amount deducted, and the purpose of the deduction.

### **Section 15. Service Period and Deductions.**

Providers who authorized Citizen Action for Political Education (CAPE) contributions prior to February 6, 2010, shall continue to have these deductions based on the hourly deduction system in effect when their authorizations for the deductions were signed.

**Section 16. Personal Support Workers in the Independent Choices Program (ICP).**

In January and July of each year, the State shall provide the name, address, and any other available contact information such as telephone number or e-mail address for PSWs in the Independent Choices Program.

Participants in the Independent Choices Program shall not be subject to this Article 7, Section 6 through 13.

By the fifteenth (15<sup>th</sup>) calendar day of each month, the State shall provide the information for PSWs in the Independent Choices Program who are enrolled in the State sponsored ICP fiscal intermediary. The State shall provide the information the month after the consumer enrolls through the State sponsored ICP fiscal intermediary. The State shall provide the following if available:

1. Full Name
2. Address (Home and Mailing)
3. Telephone Number (Home, Work and Cellular)
4. Email address
5. Base hourly pay rate
6. Language preference
7. Gender
8. Race
9. Ethnicity
10. Unique identification number
11. Date of Birth (DOB)
12. Hours worked
13. Gross Pay

**Section 17. Paycheck Remittance Advice.**

ODHS/OHA agrees to ensure the Union is provided the opportunity to relay written information at least four (4) times per year statewide on the remittance advice. So long

as the Union provides notice to ODHS/OHA at least twenty-one (21) days prior to the pay period, the Union message will appear on the Remittance Advice.

### **Section 18. Monthly Provider number Termination Report**

Effective upon the first month following ratification of this Agreement, on a monthly basis, ODHS/OHA shall send the Union a report detailing the following information related to Provider Terminations with a final order::

1. Provider UID;
2. Provider Name
3. The cause/reason for each termination;
4. The provider type of each worker terminated; and
5. The county of each worker terminated.

These reports will be provided to the Union by the fifteenth (15<sup>th</sup>) of the month, following the month to be reported.

### **Section 19. Union Rights Related to State Employment**

Providers covered under this Agreement shall be allowed to work for a State Agency except as outlined in OAR 411-375-0020 which excludes certain persons from being authorized to deliver services as a PSW if they are employed by the Office Development Disabilities Services, the Office of Administrative Hearings or the Oregon Home Care Commission. The OHCC continues to be the employer of record for all Providers for collective bargaining purposes only.

*REV: 2019, 2021,2023*



## **ARTICLE 8 – PAYROLL SYSTEMS**

This Article shall apply to all Homecare Workers (HCWs), Personal Care Attendants (PCAs) and Personal Support Workers (PSWs) paid by Provider Time Capture System (PTCS)/Electronic Visit Verification (EVV).

### **Section 1. Time Submission.**

- a) Hours worked must be submitted through the appropriate PTCS/EVV for payment. A properly completed payable time submission is one that:
1. Has been completed and submitted through the PTCS/EVV to ODHS/OHA. For PSWs, as long as timesheets are required, submission of timesheets shall be through secure fax and faxing process, secure email and emailing process, mail or in person.
  2. For PSWs only. Has been signed by the Employer or Employer Proxy and the PSW. The Employer or Employer Proxy may sign through Adobe or other similar technology, so long as the system requires an original Employer signature each time.
  3. Has accurate hours and does not exceed the authorized hours in accordance with Article 14, Section 1;
  4. Accurately documents the number of hours worked including time in and time out and service type (if required), and progress notes if required in Oregon Administrative Rules;
  5. For PSWs only. The timesheet has been submitted for payment on a date that occurs on or after the signature dates of the PSW and Employer and all work hours for the pay period are completed; and
  6. Includes other documents as required by ODHS or OHA to meet Medicaid requirements and conform to applicable OARs. Providers shall be given

at least sixty (60) days notice of any newly required documentations. If information is needed for audits, hearing or other administrative requirement on an ad hoc basis, shorter time periods may apply. This Section will not limit the Union's statutory ability under ORS 243.698 to bargain over the impact of any newly required documentation.

- b) Any required progress notes shall be completed during authorized hours on work time according to ODHS/OHA policy. If a Provider has not completed progress notes according to ODHS/OHA policy, technical assistance shall be offered by the Case Management Entity before the next pay period.
- c) No payment will be paid for hours without prior authorization. Prior authorization is defined in [Article 14 – Service Payments](#).
  - 1. A Provider who works urgent/emergency hours at the end of a pay period, and provides timely notice to the Case Manager/Personal Agent/Service Coordinator in accordance with Article 14, Section 1, shall have their worked hours paid per the pay schedule and additional hours as soon as possible, but no later than the next pay period.

PSW Timesheet Authorization (PSWs Only). In the event a PSW cannot obtain the Consumer/Employer or Consumer/Employer Representative's signature/authorization electronically or on a completed timesheet, the PSW shall notate the reason for lack of signature and then submit it for review by the Case Management Entity for processing under the timelines outlined in Article 8, Section 4. Case Management Entities will review on a case by case basis to determine if timesheet may be processed without the Employer's signature.

- d) There shall not be a delay in processing a Provider's time submission due to the issuance of a substitute worker's time submission for the same Consumer as long as there are hours available to the Consumer.

- e) If a Provider's pay is delayed due to another Provider or Agency incorrectly billing overlapping hours for the same Consumer, the Provider's pay shall be processed as soon as the error is corrected and paid in the next out-of-cycle payment. At that time, the overpayment process in Article 19 shall be initiated for the other provider as a result of the overlapping billing.

## **Section 2. Time Submission Timelines.**

The Provider may properly submit or correct their time entries through the web portal at any point after service has been completed. Whenever possible, hours worked should be submitted for payment within fourteen (14) days after the last service date for the period in which the hours covers. The Provider will be paid for hours prior authorized pursuant to Article 14, Section 1 and worked as long as the hours are submitted within one year from the pay period ending. For PSWs, submitting time means submitting the Service Deliveries captured by Electronic Visit Verification methods that exist in accordance with the federal requirement and the LOA for PSWs and EVV and getting the timesheet signed by the Employer and submitted according to Section 1 of this Article.

## **Section 3. PTCS/EVV Exceptions**

### **A. For PSWs only:**

PSWs must enter their time using the eXPRS Mobile/EVV Solution unless they have an approved exception as outlined below or a reasonable accommodation under the ADA in accordance with Article 27.

Exceptions to the use of the eXPRS Mobile-EVV Solution shall be granted for PSW's who:

- 1) Do not have a smart phone or tablet with Internet access, until the State provides an alternative method, or
- 2) Provide services in an area of the State without reception, until the State provides an alternative method, or

- 3) English is not the primary language of the worker and this presents a barrier to their utilizing EVV

Exceptions to use of the desktop version of eXPRS PSWs:

The Case Management Entity shall grant exceptions to the use of the desktop version of eXPRS under the following circumstances or until the State provides an alternative method:

- 1) The PSW can demonstrate an on-going hardship in accessing internet service.
- 2) The eXPRS experiences technical issues during the submission period that prevents entry into eXPRS during the three (3) days allowed for entry.
- 3) If a newly hired PSW has completed and submitted an eXPRS log in enrollment and has not received their log in and password information by the first (1<sup>st</sup>) payroll time period, they may submit a paper timesheet.
- 4) English is not the primary language of the PSW and this presents a barrier to their utilizing the eXPRS Mobile-EVV.
- 5) Exceptions to the use of the eXPRS Mobile-EVV solution must be processed by the Case Management Entity or the Department. Renewal exceptions will be due at the time of the Worker's Provider Enrollment Application and Agreement (PEAA) renewal and submitted by the Worker directly to ODDS with the renewal PEAA. Renewal reminders will be see on the eXPRS log-in page of eXPRS Mobile-EVV and eXPRS desktop.

**B. For HCWs and PCAs only:**

Exceptions to use of PTCS/OR PTC DCI for Home Care Workers and Personal Care Attendants; HCWs/PCAs who believe they need an exception to the use of

PTCS/OR PTC DCI, including ADA reasonable accommodation request pursuant to Article 27, shall contact the OHCC to request an exception which shall be considered for approval on a case by case basis.

**C. For all Providers:**

Additionally, Providers may request an exception up to four (4) times each calendar year due to temporary limited access to the internet. The Provider shall include the reason for the needed request when contacting the Case Management Entity.

**Section 4. Payment Processing Timelines.**

Time submissions for Providers shall be processed and paid based on the payment timeframes below.

- a) For PSWs paid via a Fiscal Intermediary: If a Submission Deadline falls on an Oregon or Federal Holiday the date will be moved to the next business day. If a Pay Processing Date falls on an Oregon or Federal Holiday, the date will be moved to the next business day: Pay Periods are from the first (1<sup>st</sup>) through the fifteenth (15<sup>th</sup>) and from the sixteenth (16<sup>th</sup>) through the last day of the month. PSWs will have three (3) business days after the end of the pay period to submit their completed timesheets to the Case Management Entity.

If a PTCS is available, and the worker submits a paper timesheet, the worker will have two (2) business days after the end of the pay period to submit their timesheet. PSWs may submit a timesheet prior to the end of the pay period, so long as they have completed all work shifts for the applicable Consumer. The Pay Processing Date shall be eight (8) business days after the PSW Submission deadline. Paper paychecks will be issued and mailed no later than eight (8) business days after the PSW submission deadline. Direct deposits will be sent to the PSWs bank on the Pay Processing Date.

Effective January 1, 2025, if a Pay Processing Date falls on an Oregon or Federal Holiday the date will be moved to the prior business day. If a Pay Processing Date falls on a weekend or an Oregon or Federal Holiday, the date will be moved to the prior business day. When the pay processing date falls on a weekend or an Oregon or Federal holiday, PSWs will have two (2) business days after the pay period to submit their timesheet.

- b) For HCWs/PCAs paid via the State CEP Payment System: Time submissions shall be processed and paid based on a fourteen (14) day pay period. Time submissions through PTCS, including FOB code submissions and time corrections made prior to the web portal locking for pay processing, must be entered no later than close of the third (3<sup>rd</sup>) business day following the end of the two (2) week cycle, which is also known as the HCW/PCA submission deadline. HCW/PCA using FOB codes for their time submissions may enter their time in the web portal at any point after receiving them and do not have to wait until the end of the pay period. The Pay Processing Date shall be eight (8) business days after the HCW/PCA Submission Deadline. Paper paychecks will be issued and mailed no later than eight (8) business days after the HCW/PCAs submission deadline. Direct deposit will be sent to the HCWs financial institution on the Pay Processing Date. If a Pay Processing Date falls on an Oregon or Federal Holiday, the date will be moved to the next business day.

Effective the first day of the first pay period following January 1, 2025, or six (6) months after the date of the PTC Phase 2 implementation is complete, whichever is later, if a Pay Processing Date falls on an Oregon or Federal Holiday the date will be moved to the prior business day. The Pay Processing Date shall be every other Wednesday. If a Pay Processing Date falls on a weekend or an Oregon or Federal Holiday, the date will be moved to the prior business day.

- c) If a Case Management Entity is unexpectedly closed during any of these three (3) business days following the end of the two (2) week cycle, the submission deadline for Providers shall be extended proportionally. Pay processing dates

may have to be extended proportionally as well. The State shall immediately notify the Union, and communicate to all affected Providers and post the information on the OHCC website, if the Pay Processing Date will be delayed.

ODHS/OHA and OHCC will post a submission and payment schedule on public websites and email the schedule and any subsequent updates to the Union at [homecarenotice@seiu503.org](mailto:homecarenotice@seiu503.org).

If a Provider misses a Submission Deadline, they will be paid on the next available Pay Date except as specified in Section 5 (c).

- d) The Case Management Entity will immediately notify a Provider, via the contact information available, within twenty-four (24) hours of processing a their time submission if there is a problem with the submission unless the EVV systems (eXPRS and OR PTC DCI) automatically generates and sends such error notification. The Provider shall be given an opportunity to correct the error prior to the payroll file being sent for processing. Based on the Provider's response to the notification, ODHS/OHA will make every effort to ensure that payment for corrected time submissions are paid on the current pay processing date. For Providers who submit a corrected time submission, ODHS/OHA will send a courtesy email if ODHS/OHA was unable to process the submitted correction for the current pay processing date unless the EVV systems automatically generate and send such error notification.

Case Management Entity staff shall directly fix any issues with a Provider's time submission that they are able to per ODHS policy. Within thirty (30) days of ratification of this Agreement, the State shall provide the Union with a copy of the applicable ODHS policies. The State shall create a policy and procedure that all CMEs must follow if they are contacted by a Provider who believes they were not paid correctly. The Union shall be given the opportunity to provide input into the development of the policy and procedure. The State shall train the CMEs

regarding the policy and procedures they must follow if they are contacted by a provider who believes they were not paid correctly within ninety (90) calendar days after ratification of this Agreement.

**Section 5. Timely and Accurate Pay.**

- a) Providers shall be entitled to receive timely and accurate payment for services authorized and rendered. The State shall be responsible for any demonstrable costs incurred by a Worker for any late or partial payments where the Worker properly and timely submitted their time.
  
- b) If a Provider believes they did not receive timely or accurate payment, the Provider should immediately contact the Case Management Entity. If a Provider would like to seek a penalty payment they must submit a request via the OHCC Customer Relations Late/Partial Payment Request Form. If a Provider needs assistance filing of the form they can contact the Union's Member Assistance Center by phone or email (1-844-503-SEIU (7348) or [contact@seiu503org](mailto:contact@seiu503org)) or the OHCC by phone or email (1-877-624-6080 or [OHCC.CustomerRelations@odhs.oregon.gov](mailto:OHCC.CustomerRelations@odhs.oregon.gov)). Within thirty (30) calendar days of ratification of this Agreement the Employer shall text, email, and add the remittance advice notification of the new form and the form's purpose as well as posting information about the new process via the Employer's website and social media. For ODDS only, a request will be made to the fiscal intermediary within ninety (90) calendar days following ratification of this Agreement for the addition of this information to the remittance advice notification. The Form shall be created and updated by mutual agreement of the Parties. The OHCC agrees to share the data included on the form with the Union as often as necessary to ensure the Parties collaboration on pay issues.

Upon notification of a potential late or partial payment via the form submission described above, OHCC/ODHS/OHA shall immediately begin the verification process. The verification shall be completed within sixty (60) calendar days of the form submission. If additional documentation is needed to process the



verification, the OHCC/ODHS/OHA shall notify the Provider and the Union if the Provider has sought Union Representation. Providers must fully cooperate with the State in its attempts to determine the cause of the late or partial payment. Failure to cooperate in this investigation may negate any obligation to pay said late payment fees. This late or partial payment penalty fee shall be in addition to any monies owed to the Provider.

- c) An out-of-cycle payment shall be issued within twenty-four (24) hours of a late or partial payment being identified and verified, where the Provider properly and timely submitted their time and the State failed to provide timely or accurate payment.

For Providers paid through a FI, ODHS will submit a request for out-of-cycle payment to PPL within twenty-four (24) hours of verifying the error. Within twenty-four (24) hours of the request for payment, PPL will process and issue an out-of-cycle payment to the Provider.

### **Section 6. Late or Partial Payment Fees**

- a) For the purposes of this Section, a late payment for Providers who receive a paper check is defined as a payment that is issued after the scheduled pay processing date and a late or partial payment for Providers who receive direct deposit is defined as a transfer of the Electronic Funds Transfer (EFT) file made to the State's current financial institution after the pay processing date. A partial payment is defined as an inaccurate service payment received by the Provider that does not fully compensate the Provider for all hours authorized and worked and/or all mileage to be reimbursed for, as provided for in Article 15, Section 2, as a result of a State administrative error or case management entity error.

A late or partial payment may not be alleged in instances where:

- 1) The Provider did not submit a penalty pay verification request via the OHCC Customer Relations Late/Partial Payment Request Form within sixty (60) calendar days of the pay processing date.

- 2) The Provider submits their time after the submission deadline or the time submission is not properly completed in accordance with Article 8, Section 1.
- 3) A prior authorization was not issued in accordance with Article 14, Section 1.
- 4) The timesheet is not signed by Personal Support Worker and/or their Consumer or Employer of record.
- 5) A valid and current Provider number does not exist.
- 6) The State's computer systems are impacted by a large-scale IT event and the following criteria are met:
  - i. ODHS will immediately notify SEIU and impacted Providers of the delayed payment.
  - ii. Payment is correctly issued within one (1) business day of the IT issue being resolved.
- 7) As the result of an instance of uncontrollable natural forces that impact CME and/or State operations.
- 8) Overlapping hours (all Providers) occur as defined in Section 1(e) of this Article.

In instances where the State has issued a late or partial payment, the State shall compensate the affected Provider a penalty payment of twenty dollars (\$20) per calendar day beginning on the day the Provider requests verification in accordance with Article 8, Section 5 and ending on the actual date processing of the late or partial payment occurred.

All Providers will be eligible for late or partial payment fees of twenty dollars (\$20) per day for three (3) days, no matter their overall gross payment. After the third (3<sup>rd</sup>) day if their gross pay is sixty dollars (\$60) or less, they won't be eligible for additional late or partial payment fees. Additional late or partial payment fees will not exceed their overall gross payment after three (3) days.

The cap on late or partial payment fees described above will not apply under the following circumstances:

1. When a Provider experiences an additional late or partial payment occurrence within one (1) rolling calendar year;
2. When it takes longer than sixty (60) calendar days for the State to verify the claim;
3. When it takes longer than sixty (60) calendar days from the date of verification for the penalty fees to be paid.

An "occurrence" shall be defined as payment and/or overtime/mileage payment that pertains to one (1) pay period.

Late or partial payment fees are fee payments and not wage or salary.

## **Section 7. Payroll Changes**

Prior to any new payroll or time capture system changes being implemented that impacts Provider pay, ODHS/OHA shall:

- a) Share any notifications related to the system change with the Union prior to sending to any affected Providers and
- b) Notify all affected Providers at least ninety (90) days in advance of any new time entry requirements. The notification shall be available in at least English, Russian, Spanish, Vietnamese, Chinese, Arabic and Somali;

- c) ODHS/OHA shall issue a written notice to Providers if they are no longer authorized to work for a particular Consumer due to any missing paperwork on the Consumer or Employer side;
- d) Provide online and in-person training for affected Providers at least ninety (90) days in advance of implementation. Training will be available in at least the following languages: English, Russian, Spanish, Vietnamese and Chinese. Translated training modules will also be available in Arabic and Somali. ODHS/OHA will continue to consult with SEIU on the development of a payroll transition plan;
- e) Shall authorize daily out-of-cycle payments during the first (1<sup>st</sup>) two (2) pay periods of any payroll transition for all affected Providers. Biweekly out-of-cycle payments shall be issued for the next two (2) pay periods;
- f) Allow Local Service Delivery Offices to print and distribute copies of the paperwork Providers are required to complete.
- g) The Union reserves it's right to bargain over any changes in service payment processing pursuant to ORS 243.698.

### **Section 8. Direct Deposit Options.**

Providers will have the option of direct deposit to a bank or credit union account of their service payment. The payment system may not include direct deposit of training stipends if any. Provider's requests to begin or stop direct deposit must be submitted on the designated form to the ODHS/OHA designated person. Providers are encouraged to use direct deposit.

### **Section 9. Termination of Employment.**

Providers shall submit to the Case Management Entity, in writing, a notification stating the last day they will be providing, or provided, services for all Consumers and that they

do not intend to work with additional Consumers in the future. The exiting Provider must properly submit their final time submission as defined in Section 1 of this Article.

On the last day that services were provided or upon receipt of the written notice, whichever is later, ODHS/OHA shall process the last payment owed to the Provider on the next regularly scheduled payment after the submission of a valid timesheet and/or voucher and termination of the Provider's Medicaid enrollment agreement.

### **Section 10. Timesheet Date Stamp Process.**

Timesheets submitted to the Case Management Entity office during regular business hours shall be date stamped. The Case Management Entity shall provide the Provider a copy of the date stamped /timesheet when the timesheet is submitted directly to CME Staff. However, timesheets placed in a drop box after business hours will be date stamped and available on the next regular business day.

This Article does not apply to PSW-ICPs.

### **Section 11. Provider Credentials**

As part of the initial credentialing process new Providers must pass their background check, complete orientation and receive their Provider number, before they are considered eligible to be hired.

No payment will be paid if the Provider's credentials have expired, except as outlined below. Credentials are maintained by timely and accurately submitting all paperwork, completing all required training and completing any additional steps necessary for processing the renewal paperwork required to be a Medicaid provider, including but not limited to the PEAA, criminal background check, and fingerprints, if required. Providers that are both a HCW and PSW or PCA are required to maintain separate credentials for each provider type and program (APD/ODDS/OHA).

Providers are responsible to maintain current credentials and to renew their credentials prior to expiration and the State is responsible for timely processing of the renewal paperwork. Providers shall be allowed to submit their renewal paperwork, including the

background check, up to one hundred and twenty (120) calendar days in advance of their credential expiration date. Providers can find their Credential Expiration Date(s) in the following places:

- 1) HCWs/PCAs paid via the State CEP system will be able to view their Credential Expiration Dates on each payment remittance advice.
- 2) PSWs paid via a Fiscal Intermediary will have their Credential Expiration Date displayed each time at the point they log in to the eXPRS desktop version and upon implementation of the eXPRS mobile-EVV version.
- 3) HCWs/PCAs who are not paid via a Fiscal Intermediary, shall be provided a reminder of credential expiration at approximately one hundred twenty (120) and at approximately ninety (90) days prior to the expiration of their credentials. For the purposes of this Section approximately is defined as within five (5) business days.

In any action in which a Provider seeks to recover pay for work the State alleges is unauthorized due to expired credentials, there shall be a rebuttable presumption that a Provider received notice of their Credential Expiration Dates.

Providers are required to complete an online background check when requested to do so by Case Management Entity or the Background Check Unit (BCU) by using ORCHARDS. At minimum, Providers will be notified via postal mail at least three (3) times prior to the BCU sending an email to the Provider. . On or before, July 1, 2024, Providers will receive supplemental information in multiple languages to inform them of who to contact for assistance with the documentation. Providers who lack access to the internet may use a device at the Case Management Entity office. Providers are responsible to keep their physical address, mailing address, phone number and email address (if available) up-to-date with appropriate ODHS or OHA. Providers must submit all required renewal paperwork at least seventy (70) days prior to their Credential Expiration Date in order for the State to ensure the timely processing of the renewal. All paperwork must be submitted to the Case Management Entity. In order to ensure timely

processing, Providers must comply with all requests for additional information in accordance with the timeline sent in the notice. Providers can , review their remittance advice statement or review the eXPRS system to check if their Credential Expiration Date has been successfully renewed.

A Provider who submits their renewal paperwork at least seventy (70) days in advance may continue to be paid for all hours worked beyond their Credential Expiration Date, if approved by Central Office.

Failure to submit all renewal paperwork at least seventy (70) days prior to the credential end date may result in the inactivation of the provider number if the paperwork is not processed by the Credential Expiration Date. However, Providers shall be given a grace period of six (6) months after expiration of their credentials due to a late background check and they shall not be required to retake required orientation or other training provided that their credentials are renewed within the grace period.

A Provider with an inactivated/terminated provider number must not work and will not be paid, except as outlined above. Providers who work with an inactive provider number may face disciplinary action, up to and including termination of their provider number.

*REV: 2017, 2019, 2021, 2023*

## **ARTICLE 9 – NO DISCRIMINATION**

### **Section 1. No Discrimination.**

- 1). The Union and the State are mutually committed to a policy of no discrimination. The State shall not discriminate with respect to wages, hours, or terms and conditions of employment as provided for in this Agreement on the basis of race, color, physical and/or mental disability, being a victim of domestic violence, sexual assault or stalking, marital status, national origin, ancestry, gender identity, gender expression, physical appearance, sex, sexual orientation, age, political belief, faith, veterans status, citizenship status, language preference, union membership and activities and in keeping with applicable federal, state or local law.
- 2). Providers shall retain their right to file a complaint with the Equal Employment Opportunity Commission (EEOC) and or Oregon’s Bureau of Labor and Industries (BOLI).
- 3). The OHCC Care Provider Guide includes, how a worker can file a discrimination claim with the OHCC Executive Director. The guide also provides links to EEOC and BOLI websites should a worker prefer to file a claim directly with the Agency.

### **Section 2. Consumer Rights.**

This Article shall not be construed as otherwise limiting or impeding the lawful right of consumers and prospective consumers to select, hire, supervise the work of, and terminate any Provider who is providing services to them.

*REV: 2021,2023*



## **ARTICLE 10 – OREGON HOME CARE COMMISSION REGISTRY (Registry)**

### **Section 1. Inclusion in the Registry**

All providers referenced in Article 2, Section 2(a) and (b) will be included in the Registry.

### **Section 2. Definitions.**

- a) **Active/Approved to Work** – Homecare Workers (HCWs), Personal Support Workers (PSWs), and Personal Care Attendants (PCAs) with this status may be referred on the Registry.
  
- b) **Provider Number** – The number assigned to an individual Provider through one of the State Provider Database Systems when the Oregon Department of Human Services (ODHS)/Oregon Health Authority (OHA)/Aging and People with Disabilities (APD)/Area Agency on Aging (AAA) or Children’s Intensive In-Home Services (CIIS)/Brokerage/Community Developmental Disabilities Program (CDDP) or Community Mental Health Program (CMHP) office approves a Provider to work.
  
- c) **Oregon Home Care Commission Registry** - The Registry is an online matching Registry for Consumer/Employers who need home and community-based services provided by Providers who are able and willing to meet those needs. The Registry is not intended for use by private sector homecare agencies seeking employees. If the OHCC becomes aware of such use by an agency, the OHCC will contact the entity by phone and/or email. The OHCC shall report any such occurrences at the monthly Joint Issues Committee meeting.

All Providers included in one of the State Provider Database Systems are accessible electronically to the Registry through live data feeds.

- d) **Restricted** – A Provider level of provider in one of the State Provider Database Systems. A Provider with this level is restricted to working for a specific

Consumer/Employer(s). The meaning of this designation for PSWs is to be defined by ODDS.

- e) **Provider Enrollment Application Agreement (PEAA)** – To become a qualified approved PSW an applicant must complete the PEAA.
- f) **Provider Worker Summary** – HCWs/PSWs who complete their personal information, preferences, services, availability, and schedule and who are available for referral, may have their worker summary appear on a Consumer’s match list.

### **Section 3. Available for Referral.**

To be referred in the Registry, a Provider must:

- a) Provide electronic authorization by checking “Yes” in the Online Referral section on the Availability page in the Registry.
- b) Have an Active Provider number in one of the State Provider Database Systems.
- c) Have verification of the date of Orientation.
- d) Be seeking employment.

### **Section 4. Online Referral Authorization**

- a) Providers who electronically authorize the release of their contact information on the Registry must check “Yes” in the Online Referral section on the availability page.
- b) Providers who electronically authorize the release of their contact information on the Registry to Private Pay consumers must check “Yes” in the Private Pay Referral section on the Availability Page.

- c) To revoke an electronic authorization the Provider must change their response in the Online Referral and Private Pay Referral section on the Availability page to “No”.

### **Section 5. Seeking Employment.**

Providers who are seeking work are responsible for updating their availability for referral every thirty (30) days in the Registry. Providers no longer seeking employment can change their availability to work status in the Registry at any time.

### **Section 6. Registry Referrals and Consumer Choice.**

Referrals are generated based on search criteria entered by the consumer or the consumer’s representative and the profile information entered by the Provider. A random customized list of matching referrals including Individual Worker Summaries will then be provided upon request to the consumer for the Consumer/Employer to choose a worker. ODHS/OHA will ensure Consumer/Employers are made aware of their option to request a list off the Registry. Professional Development Certification and Enhanced/Exceptional Workers will be identified on the referral match list.

The Consumer/Employer maintains the right to select and terminate employment of the Provider.

### **Section 7. Personal Information – Credential Information Quarterly Review.**

Providers are encouraged to quarterly enter the Registry to review their Credential End and Credential Recheck Due dates in the Credential Information on the Worker’s Personal Information page. Providers shall be provided a reminder of credential expiration at approximately one-hundred and twenty (120) and ninety (90) days prior to the expiration of any of their credentials. For HCWs and PSWs paid through state systems, notices will begin ninety (90) days after ratification of this Agreement. For PSWs paid through fiscal intermediaries, notices will begin no later than three-hundred sixty-five (365) days after ratification of this Agreement. Until the notices specified above, are sent for PSWs paid through fiscal intermediaries, the OHCC shall send out a quarterly notice to providers who have any credentials expiring in the next three (3)

months. Providers are responsible to keep their mailing address and email address (if available) up-to-date with their local Case Management Entity. Providers must take action to renew their credentials at least seventy (70) days before their Credential Recheck Due date. Failure to submit any credential renewal paperwork at least seventy (70) days prior to expiration may result in the inactivation of the worker's provider number if the paperwork is not processed by the renewal date. A HCW/PSW with a inactivated/terminated provider number is not eligible to receive Medicaid service payments.

**Section 8. Unavailability for Referral in the Registry due to ODHS/OHA Oregon Administrative Rule (OARs). Employment Status in one of the State Provider Database Systems.**

Providers who have any of the following conditions in one of the State Provider Database Systems will be unavailable for referral in the Registry:

- a) Providers who have not provided any paid services to any Consumer/Employer in the last twelve (12) months and whose provider number is inactivated;
- b) Providers who have voluntarily terminated their provider number in one of the State Provider Database Systems by submitting a written letter to the ODHS/OHA/APD/AAA or Case Management Entity office stating they will no longer be providing Homecare/Personal Support Worker services in Oregon;
- c) Providers with a restricted provider number who are limited to working for specific Consumer/Employers;
- d) Providers who have lost their provider number through termination by ODHS/OHA/APD/AAA;

- e) Providers who have failed to complete a criminal history check authorization or provide fingerprints as requested by ODHS/OHA/APD/AAA or Case Management Entity office and as a result, their provider number has been inactivated;
- f) HCWs who have not attended orientation within ninety (90) days, in which case their provider number will be inactivated; and,
- g) PSWs who have not attended an orientation within ninety (90) days from the issuance of a provider number; and,
- h) Providers who have any other type of status in one of the State Provider Database Systems that will not allow the Provider to be available for referral according to ODHS/OHA (OARs).

**Section 9. Unavailability for Referral in the Registry due to a Violation of OHCC OAR.**

A Provider will not be referred in the Registry and the Employer will change his/her Registry Process Status to “Removed by OHCC” when the facts support the Employer’s claim of misconduct, poor performance or other violations of OHCC OARs.

An investigation shall be conducted prior to ending the Provider’s ability to be available for referral in the Registry; the Provider, the Union and APD will be notified in writing within fifteen (15) days of the decision. The Provider will have the right to Union representation during an investigatory interview. The Provider may request and be given any Registry information pertaining to that individual Provider within three (3) business days. The Provider will be informed of projected costs, if any, for gathering and providing the requested information for the purposes of making the required advance payment, as appropriate. Actual charges shall be based on actual costs incurred.

**Section 10. Grievances Due to Unavailability for Referral in the Registry.**

Providers no longer available for referral in the Registry due to reasons other than described in Section 11-Provider Number Terminations by ODHS/OHA of this Article are subject to the grievance procedure. The Employment Relations Board's (ERB) decision will be based on whether the facts support the Employer's written claim that the Provider should no longer be referred in the Registry is a reasonable penalty. If the Employer's decision is reversed, the Provider will be available for referral in the Registry, provided the Provider completes and signs a new Medicaid enrollment agreement and authorizes the release of their contact information in the Registry.

**Section 11. Provider Number Terminations by ODHS/OHA.**

In the event of the termination of a Provider's provider number, the Provider will be notified pursuant to ODHS/OHA OARs. The Provider will be unavailable for referral in the Registry and is not subject to the grievance procedure. Should an appeal result in the restoration of the provider number, the Employer will be notified of the reactivation through one of the State Provider Database Systems. The Provider will be available for referral in the Registry when the provider number is restored in one of the State Provider Database Systems and the Provider completes and signs a new Medicaid enrollment agreement and authorizes the release of their contact information in the Registry.

**Section 12. Carewell Registry.**

The Carewell registry will provide an opportunity for homecare workers, personal support workers and personal care attendants to connect with consumers seeking to hire a worker and for workers seeking employment. Upon the full implementation of the Carewell registry, Article 10, Section 1-11 will sunset, the OHCC registry will be closed for all registry and referral services. Workers and consumers who receive Medicaid, Oregon Project Independence (OPI) funded services or other bargaining unit hours who are seeking registry and referral services will be directed to the Carewell registry. If the OHCC continues to use functions of the OHCC Registry, they will rebrand in order to limit any confusion about where to find registry and referral services.

Additionally, the State will develop a communication plan for the new registry for notifying consumers and CMEs about the services provided through the Carewell Registry.

*REV: 2019, 2021,2023*

## **ARTICLE 11 – GRIEVANCE PROCEDURE**

### **Section 1. Grievance Definitions.**

Grievances are defined as acts, omissions, applications, or interpretations alleged to be violations of the terms or conditions of this Collective Bargaining Agreement. Group grievances are those in which a condition or group of conditions result from the same acts, omissions, applications, or interpretations alleged to be violations of the terms or conditions of this Collective Bargaining Agreement that affect two (2) or more members of the bargaining unit. Grievances may only be expanded in scope with the agreement of both Parties.

### **Section 2. Informal Resolution Approach.**

The Parties encourage, whenever possible, an informal resolution approach over the application of the terms and conditions of the Collective Bargaining Agreement. Therefore, the Parties agree to conduct at least monthly meetings between the Parties designated representatives who enforce the Collective Bargaining Agreement (OHCC Director, Union Chief Stewards, SEIU Contract Enforcement Staff, etcetera).

### **Section 3. Information Requests.**

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

The Union may initiate an information request for any issue to the OHCC Executive Director or Designee. The information request shall include the following information for pay-related issues. For non-pay related issues, only the information relevant to that case will be required.

1. Provider's legal name and provider number



2. Initials of applicable Consumer-Employer and if a PSW, the name of the Employer of record (if known)
3. Whether the Grievant is a PCA, HCW or PSW
4. For PSW timesheet submission: a copy of the signed job description or service agreement showing start date and maximum number of hours authorized (if available).
5. Name of Consumer Employer's Case Manager/Personal Agent/Service Coordinator (if known)
6. Case Management Entity Office.
7. For pay related issues:
  - a. The applicable pay period
  - b. Date the Provider submitted the voucher or timesheet
  - c. How the voucher or timesheet was submitted (in-person, fax, email, US mail)
  - d. Whether the Provider receives direct deposit or a paper check (if relevant)
  - e. Copy of voucher or timesheet (if available)
  - f. Number of hours billed for
  - g. The applicable payment rate and the service(s) provided
  - h. If paid through eXPRS, date PSW contacted Technical Triage (if known or if they did).
  - i. Any other supporting documents and correspondence, including who the Provider has attempted to talk to about the issue (if available)

#### **Section 4. Grievance Timeline and Steps.**

Grievances shall be filed within thirty (30) business days of the date the grievant or the Union knows or by reasonable diligence should have known of the alleged grievance. A Union representative, who may be accompanied by the grievant(s), may request a

meeting at each step of the grievance process. The meeting may be in person or via videoconference. Whether or not a meeting is requested shall not impact the merits of the grievance or its further processing.

### **Step 1 - Grievance**

- a. Grievances shall be filed in writing with the Home Care Commission's Executive Director or designee by submission to the grievance email box/grievance email address designated by the Home Care Commission. Grievances shall state the name(s) of the grievant(s) or specify the affected group; the specific Article(s) alleged to have been violated; a clear explanation of the alleged violation; the requested remedy; and if available, the Grievant's first and last name, Provider Number, Branch/Office name and the Case Manager/Personal Agent/Service Coordinator name.
  
- b. The Home Care Commission Executive Director, or designee, shall meet with the Union Representative, who may be accompanied by the grievant within fifteen (15) calendar days following receipt of the grievance at this level. The meeting may be in person or via video conference. Failure to meet shall not impact the merits of the grievance or its further processing and such failure shall automatically bump the grievance to Step 2. The Executive Director or designee shall respond to the grievance by e-mail no later than fifteen (15) calendar days following the Step 1 meeting or twenty-eight (28) calendar days after the grievance was filed, whichever is sooner. Such response shall state specifically the basis for the Director's granting or denial of the grievance. In the event the Executive Director or designee fails to respond, the non-response shall be treated as a denial of the grievance and the Union may bump the grievance to Step 2 following the timelines below.

## **Step 2.**

If the grievance is not resolved at Step 1 b) above, the Union shall submit the grievance to the APD Director/ODDS Director/OHA Medicaid Director or their designee, within fifteen (15) calendar days, for further review. The Step 2 bump shall include the grievance and the 1<sup>st</sup> step denial (if any). The APD Director/ODDS Director/OHA Medicaid Director or their designee shall respond to the grievance by e-mail no later than fifteen (15) calendar days after receipt of the grievance or conclusion of the Step 2 meeting if such meeting is held. Such response shall state specifically the basis for the APD Director/ODDS Director/OHA Medicaid Director or their designee granting or denial of the grievance. In the event the APD Director/ODDS Director/OHA Medicaid Director or their designee fails to respond, the non-response shall be treated as a denial of the grievance and the Union may bump the grievance to Step 3 following the timelines below.

## **Step 3.**

Failing to settle the grievance in accordance with Step 2, the appeal, if pursued, must be filed by the Union and received by the Labor Relations Unit of the Department of Administrative Services within fifteen (15) calendar days after the Step 2 response is due or received. The Labor Relations Unit shall schedule a meeting to occur within thirty (30) calendar days of receipt of the grievance, unless mutually agreed otherwise. The Labor Relations Unit shall respond in writing within fifteen (15) calendar days from the date of the Step 3 meeting.

## **Step 4.**

If the grievance is not resolved at Step 3, the Union may appeal the grievance to arbitration by written or email notice to the OHCC Executive Director or designee and the Labor Relations Unit of the Department of Administrative Services, within forty-five calendar days of denial of the grievance at Step 3. Failure by the Labor Relations Unit of the Department of Administrative Services to issue a written disposition of the grievance at Step 3 will permit the Union to invoke arbitration

within forty-five (45) calendar days after the LRU response was due under the terms of this Article.

### **Section 5. Arbitration.**

Within fifteen (15) calendar days of the Union's appeal of a grievance to arbitration, designated representatives of the Parties shall confer to designate an Arbitrator to hear the grievance. Arbitrators will be selected from the following list on a rotating basis:

1. Sylvia Skratek
2. Kathryn Whalen
3. Howell Lankford
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 this 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. Arbitrator/Arbitration cancellation fees shall be borne equally by the Parties.

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 the Employment Relations Board or any other State or Federal entity.

Optional Mediation. 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.

#### **Section 6. Time Limits.**

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, e-mail or as otherwise agreed to by the Home Care Commission Executive Director, or designee, and the Union. If the Employer 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.

#### **Section 7. Employer Not Responsible For Grievance Time.**

The Employer is not responsible for any compensation of the grievant 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 except as required by law.

*REV: 2017, 2019, 2021,2023*

## **ARTICLE 13 – WORKERS’ COMPENSATION**

### **Section 1.**

Workers’ Compensation insurance coverage is provided pursuant to ORS 656.039(5)(a)(b).

### **Section 2.**

During the covered period, the Employer will work with the carrier to provide monthly statistical HCW/PSW/PCA claims data, including claim and injury trends. The reports will be provided to the Commission and the Developmental Disabilities and Mental Health Committee.

### **Section 3.**

The Union agrees to provide the best, good faith efforts to support and promote mandatory and/or voluntary safety training opportunities to its members.

### **Section 4.**

Information on how to file a workers’ compensation claim is available on the OHCC Health & Safety web page and in OHCC Care Provider Guide.

*REV: 2021*

## **ARTICLE 14 – SERVICE PAYMENTS**

### **Section 1. Prior Authorization**

- a) Providers may not be paid for hours that are not prior authorized Providers shall be paid on time every time for all authorized hours worked.
- b) Authorization for a HCW/PCA is the following:
  - 1) Authorization in the OR PTC DCI system or written notice of authorized hours and services and Task list; or
  - 2) Any option listed below in (d) and (e).

If the Provider has an active provider number, the task list will be provided as soon as practicable but no later than seven (7) calendar days from the date the Consumer/Employer or their Representative notifies the CME of their intent to hire the Provider. If the Provider doesn't have an active provider number, the task list will be provided as soon as practicable but no later than seven (7) calendar days from the date the Provider has an active provider number.

When a Provider notifies a CME about a request to perform non-task list duties, the CME will contact the Consumer within five (5) business days to reorient the Consumer to the task list.

- c) Authorization for a PSW is the following:
  - 1) A qualified PSW (Article 8, Section 11) has received a service agreement describing the support, as authorized in the individual support plan, that has been signed by the Consumer-Employer or Proxy and PSW, and there is authorization for services in eXPRS Plan of Care; or
  - 2) Any option listed below in (d) and (e)

Once the above requirements are met a PSW will be given the Service Agreement as soon as practicable but no later than seven (7) days from when Employer and PSW have signed the Service Agreement.

- d) In the case of an emergency or urgent situation, including a circumstance that presents a risk to a consumer's health and safety, the Provider must notify the case manager or service plan coordinator, covering case manager, or a CME Supervisor within two (2) business days.
- e) Case Management Entities may provide hours authorization to a Provider via secure email when a Consumer needs a Provider to provide services that cannot wait for the prior authorization processes outlined above. Failure of the CME to provide a secure email will not prevent the Provider from being compensated for all hours worked nor will it prevent the Provider from being covered by any other provision of this Agreement including the right to receive timely and accurate pay.

### **Section 2. Valid Provider Numbers**

- a) A Provider must receive and maintain a ODHS/OHA provider number, as defined in Article 8, in order to be paid.
- b) Expectations for the State and the Provider are defined in Article 8.

### **Section 3. OHA/ODHS Letter Explaining Late Payment.**

If a Provider's pay is not processed timely pursuant to Article 8, Payroll/Voucher Systems, Section 4, upon request of the Provider, the local office will provide a letter noting when the time was authorized for payment and the payment amount. When a Provider receives payment for demonstrable costs incurred due to a late payment as outlined in Article 8, Section 5, this information will be supplied by the OHCC upon request. Provision of a letter to the Provider does not create any additional financial liability of the Employer, ODHS/OHA or its designee for any reason.



#### **Section 4. Professional Development Certification (PDC) Differential.**

All Providers who complete all PDC requirements, including passing competency requirements for the Oregon Home Care Commission (OHCC) Professional Development Certification (PDC) program with a current CPR/First Aid Certification shall receive a per hour differential. Providers who meet all requirements and submit a properly completed application to the OHCC shall receive the differential no later than the beginning of the pay cycle following the OHCC/ODHS/OHA Processing Period. For the purposes of this Section, the OHCC/ODHS/OHA processing period will be no longer than forty-five (45) calendar days.

The OHCC Professional Development Certification program shall be based on the core classes of Keeping It Professional, Working Together, and Helping Caregivers Fight Fraud & Abuse and Preventing and Reporting Critical Incidents; and attending a minimum of five (5) hours of safety-skills training and a minimum of five (5) hours of OHCC approved elective trainings. The OHCC may approve recommendations from the Training Committees that will amend the PDC program certification requirements. When changes are made to the PDC program, Providers will be notified at least six (6) months in advance. The requirements of the PDC program may not exceed thirty (30) hours, excluding CPR/First Aid training hours.

Providers must maintain a CPR/First Aid certification from an accredited program with a demonstration of skills and be valid throughout the certification period. Providers must submit their CPR/First Aid renewals to the OHCC one (1) month prior to their CPR/First Aid certification end date to continue eligibility of their PDC. The Provider shall attempt to take training classes focused on the consumer(s) they are providing services for. The Provider must maintain their CPR/First Aid certification every two (2) years to continue receiving the differential rate. The Professional Development Certification Differential shall be compounded with Enhanced or Job Coaching differentials. PSW PDC is for twenty-four (24) months and HCW and PCA are for fifty-two (52) payment cycles.

Providers who have a current (not expired) Oregon Certified Nursing Assistant (CNA) certification, License Practical Nursing or Registered Nursing License may substitute

their certification/license for the PDC Safety-Type Courses and the PDC Elective Courses with their initial PDC application. Providers will be required to complete and pass the following required courses:

1. Keeping it Professional
2. Working Together
3. Helping Caregivers Fight Fraud and Abuse, and
4. Preventing and Reporting Critical Incidents

Renewals will follow the prescribed renewal process for PDC.

Beginning on January 1, 2024, any Continuing Education training hours completed by current Providers due to the implementation of Senate Bill 1534 shall count toward the requirements for the PDC. For instance, if current Providers are expected to complete eight (8) hours of skill-based training, those hours should count toward the thirty (30) hours required for the PDC. This Section will not limit the Union's statutory ability under ORS 243.698 to bargain over the impact of the implementation of Senate Bill 1534.

In-person PDC related trainings shall be offered at least quarterly in each county or be made available online.

The OHCC shall offer at least five (5) hours of safety-skills training and at least five (5) hours of other training online, in English.

OHCC shall offer the PDC core classes and safety-related courses in Spanish, Russian, Vietnamese, Simplified Chinese, Somali and Arabic in in-person, virtual/webinar or cohort model classes. The OHCC shall offer at least five (5) hours other training through in-person, virtual/webinar or cohort model classes in these languages. The COMPASS program shall be offered in these languages. Information about these classes and cohorts will be listed in the OHCC Elevate Training Newsletter.

Any materials required for the PDC Certification, including but not limited to, the application and training competency assessments, shall be offered in online or written

format in at least the following languages: Spanish, Russian, Vietnamese, Simplified Chinese, Somali and Arabic.

Providers who complete the PDC training differential requirement outlined above shall receive a seventy-five cent (\$0.75) per hour differential for the period they are actively certified by the OHCC and have the required CPR/First Aid card in effect. The differential ends on the last day worked in the two-(2)-week authorized service period when the OHCC certification or the required CPR/First Aid card expire, whichever occurs first.

All changes to the PDC requirements and rate shall be effective the first full pay period after January 1, 2024. Providers with a current PDC on this date shall not be required to complete the new class until their PDC renewal.

#### **Section 5. CPR/First Aid Differential.**

All Providers shall be able to attend the Employer's in person or virtual and online CPR/First Aid certification training without first having prior approval. If prior approval is necessary to attend another training, the request for prior approval shall be approved as soon as possible but no later than five (5) business days after the request.

Effective the first day of the first payroll period following January 1, 2024, Providers who provide proof of a valid CPR/First Aid certification shall receive a twenty-five cent (\$0.25) per hour differential beginning the first pay period after providing certification. The twenty-five cent (\$0.25) per hour differential ends on the last day worked in the two-(2) week authorized service period when the CPR/First Aid card expires. CPR/First Aid differential can only be combined with CIIS and Job Coaching differentials.

Providers must maintain a CPR/First Aid certification from an accredited program with a demonstration of skills and be valid throughout the certification period. Providers must submit their CPR/First Aid renewals to the OHCC one (1) month prior to their CPR/First Aid certification end date to continue eligibility for the differential. Providers are

responsible to track the CPR/First Aid certification end date and ensure renewal is completed timely.

## **Section 6. Wage Increases**

The scheduled wage increases shall be as follows:

Increase #1 for Providers: For hours worked beginning January 1, 2024: One dollar and seventy-three cents (\$1.73) per hour.

Effective July 1, 2024, current Providers will be placed on a step commensurate with their annual hours of work retroactively calculated to January 1, 2023. The calculation of hours will be accumulated across provider types upon implementation of a fiscal intermediary for the three (3) program areas. Prior to the implementation of the fiscal intermediary, hours will not accumulate across provider types and the State shall apply the highest wage eligible to the worker to all hours they work across provider types. Providers will be paid at the hourly rate in accordance with the Appendix A Pay Scale plus any applicable earned differential. Wages shall be adjusted upward on the first day of the first payroll period following the dates provided in Appendix A (July 1, 2024 and January 1, 2025), for each provider based upon each accumulation of two thousand (2,000) regular hours worked beginning on January 1, 2023. The calculation of hours will be reviewed to determine which step the Provider is eligible for on the first business day on or after the dates outlined in Appendix A.

Overtime hours, or hours worked beyond forty (40) in the workweek, are excluded in the computation of two thousand (2,000) hours of work. Historical time submissions will not count towards the total hours worked if they are submitted after the effective dates listed in Appendix A.

Wage Increases are effective with the first day of the first service period following the dates listed above and/or in accordance with the Appendix A Pay Scale.

Providers whose credentials have lapsed and then re-enroll within twenty-four (24) months of the lapse date shall be placed on the same step, in the Appendix A Pay Scale,

to which they were assigned prior to the lapse. If the lapse is greater than twenty-four (24) months then the Provider will be placed on the first step of the Pay Scale.

### **Section 7. Consumer Budgets**

Nothing in this Agreement shall reduce the amount and scope of services and activities available to consumers.

### **Section 8. APD HCW On-Call.**

If an on-call program is implemented, Providers scheduled to be on-call shall be paid one (1) hour of their hourly wage for every four (4) hours of being on-call. Providers who are on-call and called into work shall be paid at least one (1) hour for each time reporting to work and shall be paid their hourly wage for hours worked in addition to on-call pay.

### **Section 9. Compensation for Required Training**

If a Provider is required by ODHS/OHA and based on the Consumer's Care Plan to attend a training to continue working with an existing consumer, including but not limited to ODDS approved Behavior Intervention curriculum, the Provider shall receive the OHCC training hourly stipend.

If a Provider is required to participate in an in-person training, seminar, online class, or other learning session regardless of medium, the time spent in such mandatory training shall be paid at their hourly wage rate or the appropriate Stipend amount. For Providers with multiple hourly rates required training shall be paid at their weighted hourly average wage unless the training requirement is tied to an individual consumer.

This Section applies to Provider mandated core training and continuing education requirements outlined in administrative rule. Providers can find more information about these trainings at the Carewell Website (<https://www.carewellseiu503.org/training/>).

### **Section 10. Timely Issuance of W-2's.**

The State or contracted Fiscal Intermediary shall issue W-2's no later than January 31st.

### **Section 11. Difficulty of Care Exemptions**

The OHCC Customer Relations Unit shall provide qualifying Providers with written confirmation of their Difficulty of Care exemption status; upon a request and completion of the Difficulty or Care form. ODDS PSWs may contact PPL, the fiscal intermediary, for confirmation of their Difficulty of Care Exemption status.

Providers shall not be required to resubmit Difficulty of Care exemption paperwork every year so long as they continue to work for the same Consumer-Employer.

### **Section 12. Community Inclusion Hours (ODDS PSW Only)**

When an ODDS PSW provides community-based services for multiple Consumers at the same time, they can bill each Consumer's plan the total number of service hours that Consumer received. The PSW will be paid for a Group Service which consist of the hours of services they worked regardless of the number of consumers.

*REV: 2019, 2021,2023*

## **ARTICLE 14.1 – SERVICE PAYMENTS FOR HOMECARE WORKERS**

### **Section 1. Rates.**

The per hour rate schedule for compensation of eligible Homecare Workers (HCWs) is outlined in Appendix A:

### **Section 2. Enhanced Homecare Worker Wages and Training.**

- a) An Enhanced Homecare Worker (EHCW) provides services to consumers who require medically driven services and supports as assessed by the case manager during the assessment process. Twenty-eight (28) calendar days after the first (1<sup>st</sup>) voucher is paid following the consumer assessment, Providers will be notified if the assessment identifies the Consumer as qualifying for enhanced services and which training program they should complete to receive the higher applicable rate.
- b) If a new Assessment is performed and the consumer no longer qualifies for Enhanced Services, the Provider will continue to receive the applicable Enhanced Rate until the next voucher is issued. If a Consumer successfully appeals the determination, Providers will receive back pay for all hours the Enhanced Rate would have applied.
- c) The Enhanced Homecare Worker (EHCW) must be certified through the Oregon Home Care Commission (OHCC) approved certified process/training program established in 2014 to be eligible for the enhanced hourly rate.
- d) The Enhanced Homecare Worker differential will be one dollar (\$1.00) per hour when all criteria listed above is met.

### **Section 3. Ventilator Dependency and Quadriplegia (VDQ) Differential.**

In addition to the rates outlined in Section 1 of this Article, all eligible Homecare Workers shall receive the following differential for all hours worked:

The Employer agrees to maintain the Vdq Differential as defined below for Individuals with Ventilator Dependency and Quadriplegia needing twenty-four (24) hour awake staff as assessed by the case manager and approved by Central Office as defined in OAR 411-030-0068(3). The Vdq Differential may be combined and paid with Enhanced differential for homecare workers with an approved active OHCC Enhanced certification.

Three dollars (\$3.00) per hour for all hours worked caring for Individuals with Ventilator Dependency and Quadriplegia who need awake assistance twenty-four (24) hours per day.

In order for a HCW to receive the Vdq Differential, they must be certified through the Oregon Home Care Commission (OHCC) approved certified process/training program if such a program is established. HCWs must complete the Vdq training to receive the three dollar (\$3.00) differential.

#### **Section 4. Exceptional Payments and Training for HCWs.**

- a) In response to safety concerns and behavioral issues, APD will create an Exceptional differential for trained workers serving consumers who have been assessed as needing awake staff at least 16 hours a day and who have exceptional behavioral needs. The Exceptional Differential will begin on or before September 1, 2023.
- b) An Exceptional differential is for those services to consumers who require extensive behaviorally driven services and supports, as assessed by the CME.
- c) A trained and certified HCW will receive three dollars (\$3.00) per hour differential for all hours worked caring for Individuals eligible for the Exceptional differential payment as assessed by the CME. The differential cannot be combined with other differentials for the same consumer.



- d) The Homecare Worker (HCW) receiving the Exceptional differential must be certified, prior to the delivery of services through the applicable OHCC approved certification process or training program for extensive behaviorally driven services as defined by the Oregon Department of Human Services (ODHS).
- e) Starting on or before September 1, 2023, ODHS will notify workers that they are serving consumers who qualify for the Exceptional services and which training program they should complete to receive the higher applicable rate.
- f) If a new Assessment is performed and the consumer no longer qualifies for Exceptional differential, the Provider will continue to receive the applicable Exceptional Rate for fourteen (14) days following the assessment. If a Consumer successfully appeals the determination, Providers will receive back pay for all hours the Exceptional Rate would have applied.

*REV: 2017,2019, 2021,2023*

## **ARTICLE 14.2 – SERVICE PAYMENTS OF PERSONAL SUPPORT WORKERS**

### **Section 1. Wage Maintenance.**

No Personal Support Worker (PSW) shall have any service payment rate reduced as a result of this Agreement or as a result of a change in their Consumer. PSWs shall maintain their wage rate irrespective of starting work with a new Consumer/Employer. PSWs qualified or enrolled as a new provider on or after the effective date of this Agreement shall be paid at the rates outlined in Appendix A. PSWs who have had their provider number inactivated for more than sixty (60) days, or who are terminated and later reapply as a PSW, shall only be eligible for their current base hourly wage until completion of enhanced, exceptional or PDC training. Any PSW making more than the base rate per Appendix A is eligible for any applicable differential including the Enhanced, Exceptional, PDC or CPR/First Aid differentials.

### **Section 2. Rates.**

The per hour rate schedule for compensation of eligible Personal Support Workers (PSWs) is outlined in Appendix A:

### **Section 3. Personal Support Worker Differentials**

- a) The Enhanced differential will be one dollar (\$1.00) per hour.
  
- b) The Exceptional differential will be three dollars (\$3.00) per hour.
  
- c) CIIS differential will be two dollars (\$2.00) per hour and cannot be combined with the Enhanced or Exceptional differential.
  
- d) PSW Job Coaches differential will be two dollars and fifty cents (\$2.50) per hour and can be combined with the Enhanced or Exceptional differential.

#### **Section 4. Enhanced Payments and Training.**

- a) An Enhanced Payment is for those services to consumers who require advanced medical or behavioral driven services and supports, as assessed by the Oregon Needs Assessment (ONA).
- b) The Personal Support Worker (PSW) receiving Enhanced Payments must be certified, prior to the delivery of services through the applicable OHCC approved certification process or training program established in 2014 for services as defined by the Oregon Department of Human Services (ODHS).
- c) No later than twenty-eight (28) calendar days following the consumer assessment, PSWs will be notified if the assessment identifies the consumer as qualifying for enhanced services and which training program they should complete to receive the higher applicable rate.
- d) If a new Assessment is performed and the consumer no longer qualifies for Enhanced Services, the PSWs will continue to receive the applicable Enhanced Rate for fourteen (14) days following the assessment. If a Consumer successfully appeals the determination, PSWs will receive back pay for all hours the Enhanced Rate would have applied.

#### **Section 5. Exceptional Payments and Training.**

- a) An Exceptional Payment is for those services to consumers who require extensive medical and/or behavioral driven services and supports, beyond the Enhanced Payment, as assessed by the ONA, also requiring awake staff more than twenty (20) hours in a twenty-four (24) hour period.
- b) The Personal Support Worker (PSW) receiving Exceptional Payments must be certified, prior to the delivery of services through the applicable OHCC approved certification process or training program for extensive medical services as defined by the Oregon Department of Human Services (ODHS). For extensive behavioral

services the PSW must be certified by the ODDS approved behavior intervention curriculum.

- c) No later than twenty-eight (28) calendar days following the consumer assessment, PSWs will be notified if the assessment identifies the Consumer as qualifying for Exceptional services and which training program they should complete to receive the higher applicable rate.
- d) If a new Assessment is performed and the consumer no longer qualifies for Exceptional Services, the PSWs will continue to receive the applicable Exceptional Rate for fourteen (14) days following the assessment. If a Consumer successfully appeals the determination, PSWs will receive back pay for all hours the Exceptional Rate would have applied.

### **Section 6. CIIS Transition.**

A Provider will continue to receive the CIIS rate from the rate schedule for the first (1<sup>st</sup>) year the Consumer transitions out of the CIIS program. The PSW will be notified at least one (1) year prior to the Consumer turning 18, of the applicable training they need to complete in order to qualify for any new rate for which the consumer may be eligible. The notification will include where the PSW can find information about upcoming trainings. In order to qualify for the ongoing APD or ODDS rates referenced above, the CIIS Provider must complete the applicable training within the year following the Consumer's transition. If the Provider does not complete the required training, their rate will default to the Base Rate.

CIIS PSWs shall receive the training stipend for completion of Enhanced/Exceptional training classes during the CIIS transition process of their Consumer. Stipend Payments will be at the established base rate.

### **Section 7. 24 Hour Relief Care Wages.**

- a) Effective January 1, 2024, all relief care hours provided in a twenty-four (24) hour block will be paid at a Providers base rate per Appendix A.
  
- b) A 24 Hour Relief Care Provider is defined as a PSW who provides substitute services for a twenty four (24) hour period. 24 Hour Relief Care Providers will be paid at least sixteen (16) hours per day and any other hours worked for direct care provided during the consumer's normal sleep schedule. Relief Providers may be paid for more than nineteen (19) hours a day only in emergency situations. Providers will be paid in fifteen (15) minute increments for services provided during the Consumer normal sleep hours.
  
- c) The wage rate for Relief work will be confirmed when the local office is notified of the need for substitute services by the Consumer.

### **Section 8. ODDS Personal Support Worker (PSW) Providing Attendant Care (ADL/IADL) Supports and Services in an Employment Setting.**

- a) A PSW may provide attendant care supports and services in the employment setting.
  
- b) A PSW only providing attendant care support in an employment setting will not be subject to the employment-specific training and certification requirements.
  
- c) A PSW primarily providing attendant care support in an employment settings as defined in the Individual Service Plan will receive the applicable ADL/IADL service payment rate.

### **Section 9. ODDS PSW – Employment Specialist (Job Coaching)**

- a) PSW Employment Specialists receive payments for Job Coaching services as defined in OAR 411-345.

- b) The PSW Employment Specialist may provide limited ADL/IADL attendant care services incidental to the employment service.
  
- c) Only PSW Employment Specialists who meet all training requirements as outlined in OAR 411-345 and ODDS policy and procedure will receive the Employment Specialist service payment rate when providing job coaching.

**Section 10. ODDS PSW – Employment Specialist – Training and Certifications.**

- a) All new PSWs who receive payment for providing Job Coaching as Employment Specialists must complete training according to OAR 411-345, prior to being paid as a PSW Employment Specialist.
  
- b) PSWs shall receive the hourly training stipend for completing Department Approved Job Coaching Classes.

*REV: 2017,2019, 2021,2023*

## **ARTICLE 14.3 – SERVICE PAYMENTS FOR PERSONAL CARE ATTENDANTS**

### **Section 1. Wage Maintenance**

No Personal Care Attendant (PCA) shall have any service payment rate reduced as a result of this Agreement and the rate will be based on the specific needs of the Consumer, as assessed by the Independent and Qualified Agent (IQA). PCAs shall maintain their wage rate irrespective of starting work with a new Consumer/Employer. PCAs qualified or enrolled as a new provider on or after the effective date of this Agreement shall be paid at the rates outlined in Appendix A.

### **Section 2. Enhanced Payments and Training.**

The Personal Care Attendant (PCA) receiving Differential Payments must be certified, prior to the delivery of services through the applicable OHCC approved certification process or training program established in 2014 for services as defined by the Oregon Health Authority (OHA) or the Oregon Department of Human Services (ODHS).

*NEW: 2023*

**ARTICLE 15 – TRAVEL TIME, TRANSPORTATION AND MILEAGE**  
**REIMBURSEMENT**

**Section 1. Travel Time.**

- a) Providers will be paid for travel time between consumers' homes or initial service-related sites (e.g., pharmacy, grocery store) occurring on the same day. Travel time will be calculated based on the most direct route possible. For Providers using public transportation, the posted time between stops will be used to calculate and validate travel time. Travel time will be paid at base pay for Providers defined in 14.1 and 14.2 Rate Tables. Travel time pay is not subject to differentials.
  
- b) Travel time between consumers' homes/work sites may not exceed ten percent (10%) of the Providers authorized hours worked during each pay period. Exceptions to this rule may only be granted by ODHS/OHA Central Office to meet consumer needs. Requests for exceptions to the ten percent (10%) rule shall be initiated with the Consumer(s) case manager. Providers are responsible for ensuring that they do not exceed the maximum travel percentage. The details of this Section shall be included in any Provider New Employee Orientations.
  
- c) If the Provider attends to personal business, has significant breaks in time between providing services to different consumers, the Provider is not traveling directly between service recipients and will not be reimbursed for that travel time. Brief stops such as those for rest breaks including getting gas or using the restroom between service recipients will be considered traveling directly and a significant break in time shall be defined as sixty (60) minutes unless extenuating circumstances exists such as the distance between consumers, traffic or traffic accident or because of an instance of uncontrollable natural forces that impact the Providers travel.



- d) Service related driving that occurs during the course of authorized service hours will continue to be paid at the Provider's hourly rate of pay for that Consumer.

### **Section 2. Transportation Mileage Rate.**

Providers shall be reimbursed for eligible personal vehicle miles authorized for service-plan-related non-medical transportation at a rate of fifty-six cents (\$0.56) per mile for the term of this Agreement.

The State may authorize a Provider to receive mileage reimbursement to travel from their home to the Consumers home on a case-by-case basis due to no available Providers living within a reasonable distance to the Consumer.

### **Section 3. Prior Authorized Reimbursement.**

All transportation must be prior authorized. In the event a Consumer/Employer is no longer eligible for services, prior authorized and documented mileage driven during the eligible service period will be reimbursed if billed within twelve (12) months of the date of service.

PSWs/PCAs providing authorized travel for consumers will receive a per trip reimbursement, regardless of the number of Consumer/Employers in the vehicle.

For Independent Choices PSWs, the reimbursement is made through the Consumer/Employer.

### **Section 4. Preauthorized Public Transportation Reimbursement.**

The Case Management Entity will reimburse Providers for the actual cost incurred for preauthorized public transportation when needed to accompany a Consumer/Employer.

### **Section 5. Preauthorized Parking Reimbursement.**

The Oregon Home Care Commission will reimburse Providers for the actual cost incurred for parking when access to free parking is not available in the community surrounding the consumer's home and when pre-paid Parking permits cannot be

obtained. OHCC will provide resources for parking options for Providers on their website. This section does not apply for Providers who live with the consumer.

For parking reimbursement, the Provider will need to submit the following:

- Parking receipts that include the amount paid on the date work was performed
- The consumer employer's initials

The Oregon Home Care Commission verification process will include, but is not limited to, review of parking status surrounding consumer's home and verification of work performed on date of receipt.

OHCC will contact the worker if additional information is needed and notify the worker of approval or denial.

The parking reimbursement fund is capped at one-hundred and twenty thousand dollars (\$120,000) and once this amount is expended the parking reimbursements shall be ended.

### **Section 6. Driver's License/Insurance and Verification.**

All Providers transporting consumers must have a current, valid United States driver's license and current automobile insurance.

Providers must report to their insurance carrier that they are using their personal vehicle for work activities. Prior to operating a Consumer/Employer's vehicle, a Provider should request proof that the Consumer/Employer's insurance will cover the Provider. The contents of Article 15, Section 3 shall be covered in New Employee Orientations.

Providers using their own personal vehicle for authorized transportation must provide the Case Management Entity with verification that their driver's license and automobile insurance is up-to-date. Insurance verification must be provided every six (6) months or as frequently as the Provider renews their policy.

Providers providing authorized transportation services using the Consumer's vehicle must provide proof of a valid driver's license upon request. When an Provider uses a Consumer's vehicle, they cannot request mileage reimbursement.

Providers who have not met the requirement to provide proof of valid driver's license and updated vehicle insurance verification are not authorized for mileage reimbursement. Authorized miles will not be prior authorized until updated vehicle insurance verification to the Case Management Entity is received. Providers will not be paid for mileage when miles are not prior authorized. Providers who submit travel time will not be paid for travel time until vehicle insurance verification is confirmed to be valid for the dates reflected in the claim. ODHS will process travel time payment once verification has been provided.

The Provider shall receive written confirmation from the Case Management Entity when submitting their driver's license and/or vehicle insurance verification in person to a CME staff. This written confirmation shall include the date and time such documentation was submitted by the Provider. If a Provider loses insurance or has their license suspended during the time of authorization and does not report this information to the Case Management Entity immediately, provider forfeits any rights to claims of workers comp or other injury related to driving and may have any paid claims recovered.

*REV: 2017,2019,2021,2023*

## **ARTICLE 16 – TIME-OFF REQUEST PROCESS**

It is not the Homecare or Personal Support Worker's responsibility to find their own replacement when they take time off. The Consumer / Employer has the primary responsibility for selecting and hiring their providers. Time-off must be prior authorized by the Consumer/Employer, relief must be available if necessary, and the appropriate Local Service Delivery Office must be notified to authorize the Substitute Worker's hours. Sometimes the Consumer/Employer will require assistance from the Case Manager/Personal Agent/Service Coordinator in finding a suitable replacement provider.

*REV: 2019*

**ARTICLE 17.1 – TASK LIST OF AUTHORIZED SERVICES FOR HOMECARE  
WORKERS**

**Section 1. HCW Task List of Approved Hours and Services.**

The APD//AAA local office will provide a copy of the task list of approved services and maximum hours to the Homecare Worker. If HCW(s) do not receive a copy of a task list of authorized services and maximum authorized hours from their Consumer/Employer, they may request a written copy from their local office, which shall be provided to the HCW within five (5) business days from the date of request. HCWs will not be expected to provide services that are not on the task list, such as pet care. If a Consumer/Employer/Employer Representative demands the HCW complete unauthorized tasks, the HCW shall report this to the Local Office. The Local Office shall keep a written record of this report. The Local Office shall then counsel the Consumer/Employer/Employer Representative on the task list and/or make a reference to the OHCC Employer Resource Connection Program.

The HCW may not charge the consumer/employer, or a relative or representative of the consumer/employer, for items included in service payments, for any items for which the Department makes payment, or for any additional services that they choose to provide the individual.

This does not preclude workers from being paid as qualified providers of other Medicaid-funded services.

If a consumer's assessment results in a change in the tasks authorized for the consumer, the HCW shall receive an updated task list within fourteen (14) days of the completed assessment.

**Section 2. HCW Notice of Change in Hours and/or Services.**

If changes in hours and/or services occur other than as a result of Consumer/Employer illness requiring alternative care or death, notice of the change shall be provided to the

HCW in writing within seven (7) days of written notice from the Agency to the Consumer/Employer of the change.

**Section 3. Consumer Choice in Hours and/or Services.**

The Consumer/Employer retains the right to reduce the number of hours and/or services at any time.

*REV: 2019,2023*

## **ARTICLE 17.2 – SERVICE AGREEMENT FOR PERSONAL SUPPORT WORKERS**

### **Section 1. Service Agreement or Client Service Plan.**

Each PSW will be provided a PSW-DD Service Agreement prior to beginning of work. Either party, PSW or Common Law Employer, may request a change to the PSW-DD Service Agreement to accurately reflect Consumer support needs and interests. Duties and descriptions must continue to reflect Consumer and Common Law Employer choice and person-centered planning.

### **Section 2. Consumer Choice in Hours and/or Services.**

Based on program rules, the Common Law Employer retains the right to modify the number of hours and/or services of a PSW at any time.

### **Section 3. PSW Notice of Change in Hours and/or Services.**

If changes in hours and/or services occur due to Agency funding, notice of the change shall be provided to the Union in writing within seven (7) days of written notice from the Agency to the Consumer and Common Law Employer.

### **Section 4. Independent Choice Program.**

Sections 1 through 3 of this Article do not apply to Independent Choices PSWs.

*REV: 2019,2023*

**ARTICLE 17.3 – SERVICE AGREEMENT OR CLIENT SERVICE PLAN OF  
AUTHORIZED SERVICES FOR PERSONAL CARE ATTENDANT**

**Section 1. Service Agreement or Person-Centered Service Plan.**

Each PCA will be provided a Behavioral Health PCA Service Program Task List or an individual's Person-Centered Service Plan prior to providing services to a Consumer. Either party, PCA, Consumer, or representative may request a review of the Behavioral Health PCA Service Program Task List or Person-Centered Service Plan to accurately reflect Consumer support needs and interests. Duties and descriptions must continue to reflect Consumer and/or representative choice, person-centered service plan or Behavioral Health PCA Service Program Task List.

**Section 2. Consumer Choice in Hours and/or Services.**

Based on program rules, the Consumer or representative retains the right to request modification to the number of hours and/or services of a PCA at any time. Hours and/or services shall be considered based on current and ongoing assessment of consumer.

**Section 3. PCA Notice of Change in Hours and/or Services.**

If changes in hours and/or services occur due to Agency funding, notice of the change shall be provided to the Union in writing within seven (7) days of written notice from the Agency to the Consumer and Common Law Employer.

*NEW: 2023*



## **ARTICLE 19 – SERVICE PAYMENT OVERPAYMENTS**

### **Section 1. Overpayments.**

The Provider shall be notified of an overpayment as soon as ODHS/OHA knows about the issue. Overpayments in wages, resulting from Consumer/Employer or Provider or other error shall be recouped at no more than five percent (5%) of the Provider pay that is based on hours paid until repaid in full unless one of the following happens:

- a) Providers may choose to pay back their overpayment at an accelerated rate by requesting a higher percentage rate or making additional pay back payments.
- b) Any overpayment greater than thirty percent (30%) of the Provider's correct payment rate, for that payment period and/or consumer, shall be paid back within six (6) months.
- c) If a Provider has two (2) or more outstanding overpayments, said overpayments will be paid back within six (6) months of the date of the second (2<sup>nd</sup>) overpayment.
- d) If the Provider leaves employment before the overpayment has been fully recovered, the remaining maximum amount may be deducted from the Provider's final service payment(s).

### **Section 2. OHCC Complaint Process and Verification of Overpayment.**

- a) Workers may initiate the OHCC complaint process to verify the cause and/or amount of any overpayment by contacting the OHCC Customer Relations Unit by phone or email.
- b) Initiating the complaint process shall not waive a Worker's right to file a grievance per Section 3 of this Article.

- c) The OHCC Customer Relations Unit will investigate the overpayment and provide the worker with a written response within fourteen (14) business days. The written response shall be delivered to the worker based on the worker's preference of email or mail.

Providers shall immediately report in writing any overpayment they become aware of to the Case Management Entity.

**Section 3. Overpayment Technical Assistance.**

If a Worker causes an overpayment the State shall provide technical assistance and/or resources to help prevent future occurrences. This can include assessing any barriers the Provider is experiencing in correctly submitting their time.

**Section 4. Investigatory Process Regarding Overpayments.**

If the State suspects that a Provider is deliberately generating overpayments, the State may initiate an investigation into the matter and follow the process outlined in Article (25) – Provider Number Termination Rights.

If it is determined that a Provider deliberately generated an overpayment, the overpayment must be paid back per each Program (APD/ODDS/OHA-HSD) rule. A Worker's provider number may be terminated for deliberately generating overpayment(s).

**Section 5. Medicaid Fraud Overpayments.**

Substantiated Medicaid Fraud overpayments will be recouped at one hundred percent (100%) from the Provider service payment(s) until the overpayment is paid in full.

**Section 6. Overpayment Determination Grievance.**

A Provider who disagrees with the determination that an overpayment has been made may grieve the determination through the grievance procedure.

*REV: 2019, 2021, 2023*

## **ARTICLE 20 – HEALTH AND SAFETY**

### **Section 1. Safe and Healthy Work Environment.**

The State and the Union recognize the importance of working conditions that will not threaten or endanger the health or safety of the Provider or Consumer. The Case Management Entity shall not knowingly authorize a Provider to work in a situation that would constitute a threat to the Provider's health or safety.

Providers have the right to refuse to work with, or to stop working with, any consumer.

The Case Management Entity shall notify Providers of any health or safety risks upon authorization to work for a Consumer but prior to the Provider working any hours for the Consumer if such issues are known and on an ongoing basis if any health or safety issues emerge while the Provider is working for the Consumer if such release of information does not violate the consumer's rights or choice as guaranteed in Code of Federal Regulations, State Law, Oregon Administrative Rules and program policies. If there is such an issue that can be mitigated with proper behavioral supports then the Case Management Entity shall offer behavior supports services to the consumer. Providers shall maintain confidentiality when HIPAA protected information is shared with them.

Health or safety risks in the work environment include but are not limited to: bodily harm to the Provider by the Consumer or by person(s) in the household; threatening behavior toward the Provider by the Consumer or by person(s) in the household; sexual harassment of the Provider by the Consumer or by person(s) in the household; mental or emotional abuse of the Provider by the Consumer or by person(s) in the household; Sexual abuse; Verbal, emotional, or physical abuse; Domestic violence; Illegal drug activity or other criminal activity in the home; Threatening or dangerous behavior from others living in the home; Unsafe or unhealthy work environments, such as toxic mold, rotting floorboards, unsafe egress, etc.; or any other situation that would be a threat to the Provider's health or safety including an environment that violates state and federal worker protection laws.

- a) Providers have the right to decline working for a Consumer/Employer who lives in a situation which could threaten their health or safety. Providers who decline shall not be retaliated against by the CME.
  
- b) Providers reserve the right to immediately end employment with a Consumer after notifying the Case Management Entity of a health or safety issue. If they exercise their right, they must notify the Case Management Entity and the Consumer of their intent to end their employment with that Consumer.

Providers are required to notify the Case Management Entity when such behaviors or conditions become health or safety issues. The Case Management Entity or the State will follow administrative rules to determine appropriate action up to and including termination of services delivered through a Provider.

#### Reporting an unsafe work environment

The State shall require CMEs to notify Providers of the online form for reporting safety issues when they bring a safety concern to a CME. Effective thirty (30) days following ratification, the State will notify the Case Management Entities of their responsibilities, including their repressibilities under the Parties Collective Bargaining Agreement, when notified by a Provider of an unsafe work environment. By January 1, 2024, the Oregon Home Care Commission will make an online guide available that explains how a provider should report unsafe work environments. Information about how to report an unsafe work environment will be included on the task list or service agreement.

To report an unsafe work environment that is not immediately threatening or dangerous, the Provider shall submit a report to the Case Management Entity within five (5) business days after the event barring extenuating circumstances. To the extent possible the Case Management Entity or OHCC shall notify the Provider of the outcome of the Provider's report if the Provider is still working with the individual. OHCC shall provide a monthly written report to the Joint Labor Management Committee of the issues that have been

reported to CMEs and through the online form and the steps that have been taken to resolve the issues. Providers should include the following essential information:

- a. Provider first and last name
- b. Provider number
- c. Brief description of the situation
- d. Contact information, and the best time to contact the Provider
- e. Do not include the employer's personal information. Staff will contact the provider to collect any additional information.

Providers can contact the Member Assistance Center about safety concerns.

#### Reporting emergency situations

If a Provider feels their health or safety is in immediate danger, they must:

#### Distance themselves:

- 1) Remove themselves from the dangerous, abusive, or harassing situation to a safe distance. This language does not negate the possibility of an Adult Protective Services Investigation.
- 2) Call 911 any time there is a serious threat to life or property, such as an accident, crime, fire, medical emergency or if the consumer would be in extreme danger if the provider were to leave work.
- 3) Contact the Consumer Representative or Common-Law/proxy Employer or emergency contact after calling 911.
- 4) Contact the Case Management Entity immediately. If a serious event occurs after hours or on a weekend, provider must contact the Case Management Entity by:
  - a. Leaving a voicemail over the weekend
  - b. Contacting the Case Management Entity, the first business day after the event occurs.
  - c. If they are a PSW, they must follow incident reporting and progress notes requirements.

## **Section 2. Personal Protective Equipment (PPE).**

PPE shall be provided by ODHS/OHA to each Provider as required by law or as recommended by a public health authority. The State shall maintain a supply of PPE, to the extent possible, including but not limited to gloves and masks in sufficient quantities to supply all Providers with a thirty (30) day supply in case of emergency, pandemic or any other natural disaster.

## **Section 3. Gloves and Masks.**

When gloves and masks are not available at the Consumers residence, or otherwise through their health plan, the Provider may request them from the OHCC or Case Management Entity and will receive unopened boxes in a sufficient quantity to address assessed Consumer/Employer needs on at least a monthly basis. An unopened box of non-latex, non-powdered gloves will only be provided where there is a demonstrable need, including those relating to allergic reactions to latex and/or powder. The Case Management Entity will have boxes of multiple glove sizes, and if a needed size is not available the office will obtain and provide the appropriate size within ten (10) business days.

## **Section 4. Other Safety or PPE Requests.**

Requests by the Provider for PPE or safety equipment other than the gloves and masks shall be in writing and shall be provided subject to local Case Management Entity's approval. All such requests will be responded to by Program Managers or designee in each office within ten (10) business days from the receipt of the written request.

## **Section 5. Communicable Diseases and Universal Precautions Information.**

Providers shall have access to information and training on communicable diseases, blood-borne pathogens, and universal precautions. Such information shall be made available at New Worker Orientations, on the OHCC health and safety website and will also be made available by Case Management Entities, upon request.

**Section 6. Flu Shot and Vaccine Information.**

The OHCC shall publish on their website a link to OHA resources to access free and low-cost flu shots and vaccine clinics available around the state. The OHCC and the Union agree to publicize this information on their websites and in other materials available to Providers.

**Section 7. Consumer Emergency Plan.**

The Case Management Entity shall provide the Consumer the option of having an individualized emergency plan in the ISP service plan that documents the Consumer's emergency plan including, but not limited to, plans on how the Consumer will evacuate, or shelter in place should it become necessary due to wildfire, pandemic, natural disasters, or any other reason. If the emergency occurs during the Provider's work time and at the Consumer's request, the Provider will follow the direction of the consumer unless such direction endangers the Provider.

**Section 8. PSWs Independent Choices Program.**

Independent Choices Program PSWs are to follow the guidelines in this Article.

*NEW: 2021,2023*

## **ARTICLE 21 – OHCC TRAINING COMMITTEE**

### **Section 1. Committee Membership**

It is the Employer's intent to maintain the OHCC's Training Committee as an Advisory Committee to make recommendations to the Commission related to training. The Committee will also make recommendations regarding Personal Support Worker trainings to the Developmental Disability/Mental Health Committee (DD/MH-C). The DD/MH-C shall be those persons designated by ORS 410.600-410.625, as amended by HB 3618, Section 3 (2010 Legislature). The OHCC Training Committee shall consist of the following members:

1. Four (4) representatives from the OHCC or designated by the Commission
2. Two (2) representatives from the Oregon Department of Human Services
3. One (1) representative from the Oregon Health Authority.
4. Six (6) representatives from the Union.

The Commission may 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.

### **Section 2. Quarterly Budget Report and Information Sharing.**

The Employer agrees to provide members of the OHCC Training Committee and the Union with a training budget report on a quarterly basis. This quarterly budget will be presented at the OHCC Training Committee meeting.

### **Section 3. Union Minority Report.**

In the event that the Union disagrees with a recommendation from the Training Committee to the OHCC and/or to the DD/MH-C, the Union will be invited to submit a "minority report" for consideration by the Commission and/or the DD/MH-C.

### **Section 4. Committee Tasks:**

- Prioritize training needs for Homecare and Personal Support Workers;



- Recommend training to improve Homecare and Personal Support Worker and Consumer Safety;
- Recommend training topics that cover specialty areas that are a concern to Homecare and Personal Support Workers and Consumers;
- Evaluate the effectiveness of training provided; and
- Recommend marketing incentive programs to increase Homecare and Personal Support Worker participation in the training program.

**Section 5. Committee Goals:**

- Provide Homecare and Personal Support Workers with skill-building opportunities to enhance the services provided to Consumers in a safe and efficient manner.
- To empower Consumers with the knowledge and skills to effectively direct their services and manage their Employees.
- Identify and develop professional and workforce development opportunities for Homecare and Personal Support Workers.
- Identify and report issues with training systems including how to register for trainings and how to receive credit for training completion.

**Section 6. Provider Attendance at Trainings.**

Providers must have authorized and paid hours within three (3) calendar months prior to the month of a training or during the month they attend a training. Providers who meet these requirements will receive a stipend for actual hours in attendance at approved OHCC stipend eligible trainings. Each online course will have a preset duration for the purpose of determining the stipend amount. Providers will only receive a stipend once a year per class taken, which includes online courses.

**Section 7. Stipends.**

Subject to approval by the OHCC the stipend payment will be at the base rate per hour for Providers.

*REV: 2017, 2021*

## **ARTICLE 22 – JOINT LABOR MANAGEMENT COMMITTEE**

### **Section 1.**

The Parties agree to a Joint Labor Management Committee (JLMC) to serve as a professional collaborative labor management committee whose purpose is to proactively examine and identify system challenges, barriers and concerns impacting the service provider workforce with the goal of determining and recommending effective, equitable, respectful and responsive solutions.

- a) The committee shall be on a meet-and-confer basis.
- b) The committee shall be empowered to make recommendations on broad subjects of mutual interest to the State and the Union. Both the Union and the State may bring issues to the committee.
- c) The Committee may discuss issues of concern regarding the implementation of the Parties Collective Bargaining Agreement (CBA), such as programs, systems, or communications needed to successfully enact provisions of the CBA. However, the JLMC shall have no power to negotiate or contravene any provision of the Collective Bargaining Agreement, or to enter into any agreements binding on the Parties to the Collective Bargaining Agreement.
- d) The Committee shall not engage in discussion about active grievances. No discussion or review of any matter by the committee shall forfeit or affect the time frames related to the grievance procedure.

### **Section 2. Organization and Structure.**

Meetings shall be held monthly, at a time and format that is mutually agreeable to both Parties. The Parties shall mutually agree to reschedule, cancel or add additional meetings as necessary.

The JLMC shall consist of the following voting members;

Five (5) representatives from the OHCC or ODHS/OHA

Five (5) representatives from the Union.

The committee shall allow one (1) advisor from each party who may assist the committee as necessary. Depending on the specific agenda topic guests may be invited to join the committee meeting. Advisors and guests shall not be voting members of the committee.

*REV: 2023*

## **ARTICLE 24 – OVERTIME AND HOURS**

### **Section 1. Work Week**

The regular work week shall consist of a forty (40) hour work week. The work week shall be defined as 12:00 a.m. Sunday through 11:59 p.m. Saturday.

### **Section 2. Overtime**

Providers shall be paid at a rate of time and a half (1 ½) of their hourly wage rate for all hours authorized and worked in excess of forty (40) hours per week. For workers with multiple hourly rates, overtime shall be paid at a rate of time and a half (1 ½) of their weighted hourly average wage.

Overtime payments will be processed no later than thirty-six (36) days after a Provider has properly submitted their time.

### **Section 3. Monthly Hours Limitations.**

Given the fluctuation of the number of work days in a month, Providers shall not have a monthly hours limitation if the following is met:

- a) The individual being supported has sufficient hours available to hire the worker, and
- b) The workers has not exceeded the weekly limitation in accordance with Section of this Article or has an approved exception for authorized weekly overtime.

### **Section 4. Hours. Provider Hours Limitation.**

Providers shall have an hours limitation where hours worked shall not exceed sixty (60) hours per week effective January 1, 2024. Consumer/Employers may be granted exceptions to this hour's limitation for Providers by ODHS/OHA, or designee, due to workforce shortages or to meet other service needs of the consumer. Irrespective of the above language, a Provider may not work more hours than they are authorized, except in emergency situations to meet the needs of the Consumer as outlined in Article 14, Section 1.

## **Section 5. Exceptions to the Hours Limitation.**

A Worker who believes the Consumer may require increased hours that exceed the hours limitation should speak with the Consumer or Representative to see if they are interested in requesting an exception. The Worker may bring up any concerns with the case management entity if the Consumer or Representative decides to not request an exception.

*New: 2017, 2021,2023*

## **ARTICLE 25 – PROVIDER NUMBER TERMINATION RIGHTS**

### **Section 1. Homecare Provider Number Termination.**

The State shall provide HCWs written and timely notice of any issues that could potentially lead to the loss of the Worker's provider number including if an administrative review has been initiated. Such notice shall include information the Worker's right to Union representation, including their right to have a representative from the Union present at an administrative review conference that the Worker reasonably believes could result in the Worker's provider number being terminated. It is the responsibility of the Worker, if they elect, to seek Union representation and the notice shall include the contact information for the Union's Member Resource Center. The worker will have the opportunity to consult with a Union Representative before the interview, but such consultation shall not cause an undue delay. The Worker shall be notified of the outcome of the investigation whether or not ODHS/OHA proceeds to notice of provider number termination. The provider number shall be terminated in accordance with administrative rules.

This Section does not apply to any criminal investigation for which the Union does not provide legal representation.

### **Section 2. Personal Support Worker Provider Number Termination.**

The State shall provide PSWs written and timely notice of any issues that could potentially lead to the loss of the Worker's provider number except in the case of immediate risk of harm to the Consumer. Such notice shall include information on the Worker's right to Union representation, including their right to have a representative from the Union present at an informal conference that the Worker reasonably believes could result in the Worker's provider number being terminated. It is the responsibility of the Worker, if they elect, to seek Union representation and the notice shall include the contact information for the Union's Member Resource Center. The worker will have the opportunity to consult with a Union Representative before the interview, but such consultation shall not cause an undue delay.

PSWs who allegedly committed a violation shall be provided a summary of the reason for the termination process being initiated. The summary shall notify the PSW of their right to Union representation and shall be provided the contact information for the Union's Member Resource Center. The outcome of a Provider number termination is not subject to the grievance procedure.

This Section does not apply to any criminal investigation for which the Union does not provide legal representation.

**Section 3. Personal Care Attendant Provider Number Termination.**

The State will provide PCAs written and timely notice of any issues that could potentially lead to the loss of the Worker's provider number including if an administrative review has been initiated. Such notice shall include information on the Worker's right to Union representation. The notice shall also include a process and contact for requesting a meeting to discuss the administrative review with OHA, including their right to have a representative from the Union present during any meeting that the Worker believes could result in the Worker's provider number being terminated, and the contact information for the Union's Member Resource Center. It is the responsibility of the Worker, if they elect, to seek Union representation. The Worker will have the opportunity to consult with a Union Representative before the meeting, but such consultation shall not cause an undue delay. The worker shall be notified of the outcome of the review whether or not OHA proceeds to notice of provider number termination.

This Section does not apply to any criminal investigation for which the Union does not provide legal representation.

*REV: 2021,2023*

## **ARTICLE 26 – RETIREMENT SECURITY**

The State of Oregon and SEIU have a shared interest in ensuring all Oregonians have an opportunity to save for a secure retirement. House Bill 2960 created the Oregon Saves Program, an automatic, portable, and secure way for Homecare Workers, Personal Support Workers and Personal Care Attendants, to save the money they earn toward a retirement.

All new Providers will be automatically enrolled in the Oregon Saves program with an automatic five percent (5%) contribution via payroll deduction. The State on behalf of Consumer/Employers will continue the Employer functions of the Oregon Saves Program. The State will continue payroll withholdings in collaboration with the Oregon Saves Program, PPL and APD's payment systems.

*NEW: 2021*



## **ARTICLE 27 – AMERICANS WITH DISABILITIES ACT (ADA) ACCOMMODATIONS**

Providers shall have the right to request an ADA accommodation.

There are two types of accommodation requests:

1. ADA Accommodation requests related to the services provided by the homecare worker, personal support worker or personal care attendant.

If the accommodation request is related to the services a Provider provides to the Consumer/Employer, the request shall be made directly to the Consumer/Employer. If the Consumer/Employer does not understand how to evaluate or make an accommodation, or is unable to make an accommodation, the Provider may contact the Case Management Entity or the OHCC Customer Relations Unit and request a referral to the Employer Resource Connection. The State does not have the authority to make ADA accommodation behalf of Consumer/Employers or require Consumer/Employers to do so. For more information, please review the OHCC Care Provider guide.

- a. Requesting an ADA Accommodation related to the services provided by the homecare worker, personal support worker or personal care attendant.
  - i. The worker shall talk with their consumer-employer about their accommodation requests to explain their need and request clearly and answer any questions the consumer-employer may have.
  - ii. If the consumer-employer needs assistance to understand the request, the worker may contact the case management entity or the OHCC Customer Relations Unit to request a referral to the Employer Resource Connection program. An Employer Resource Connection Consultant can work with the consumer-employer to review the worker's request and provide guidance.

2. ADA Accommodation requests related to the employer functions.

If the ADA accommodation is related to the Employer functions provided by the State the request shall be made directly to the OHCC Customer Relations Unit. Employer functions are things that help workers understand their job duties or things they need to do to keep working. Examples include renewing a credential, requesting worker or training materials in large print (tasks lists; services agreements; training guides), and requesting sign language interpreters for trainings. Requesting an ADA Accommodations Related to Employer Functions.

- I. Workers shall submit a request to the OHCC Customer Relations Unit.
- II. OHCC will acknowledge in writing all requests for accommodations within seven (7) calendar days of receiving them.

The OHCC Care Provider guide, includes information on how to file the following requests:

- a. ADA accommodation
- b. Accommodation related to Employer functions

*NEW: 2021*

## **ARTICLE 28 – LANGUAGE ACCESS**

Upon implementation of the Universal Provider Portal (UPP), the State shall provide the opportunity for Providers to enter demographic information to include the Provider's gender, race, ethnicity and preferred language into the UPP. Once the State is aware of a Provider's preferred language and the UPP is fully integrated with the system sending out the communications, and the translated language is available, the provider shall receive communications in the Provider's preferred language.

Beginning as soon as possible but no later than January 1, 2024 the State shall include an insert in all mailings to Providers concerning their enrollment or other issues requiring action. The insert will be in as many common languages spoken in Oregon as possible. The insert shall inform the Provider whom to contact if the notice is not in their preferred language.

*NEW: 2023*

## ARTICLE 29 – HOLIDAYS

The Parties agree, effective January 1, 2024, as follows:

1. The following days will be recognized as holidays:
  - a. Memorial Day on the last Monday in May.
  - b. Independence Day on July 4.
  - c. Labor Day on the first Monday in September.
  - d. Thanksgiving Day on the fourth Thursday in November.
  - e. Christmas Day on December 25.
  
2. Providers shall be paid at the rate of time-and-one-half (1 ½) for up to eight (8) hours worked on a holiday (holiday pay).
  
3. Time worked beyond eight (8) hours shall be paid at the Provider's normal wage rate.
  
4. Holiday pay will be paid on the same schedule as overtime, as defined in Article 24.

*NEW: 2023*

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## **LETTER OF AGREEMENT – Electronic Visit Verification for DD PSWs**

This Letter of Agreement (LOA) is entered into between the Department of Administrative Services (DAS) on behalf of the Oregon Department of Human Services (ODHS), the Oregon Home Care Commission (OHCC) (the “Employer”) and SEIU Local 503 (the “Union”). Collectively “the parties”.

### Purpose:

The purpose of this Agreement is to outline the agreements between the parties regarding the implementation of the federally mandated EVV system for DD Personal Support Workers.

### Agreement:

1. ODHS is committed to respecting the privacy of people receiving services and their providers. The system will only capture the data needed to meet the requirements of the Cures Act:
  - a. Worker Name
  - b. Person receiving services
  - c. Type of service
  - d. Date of service
  - e. Time the service begins and ends
  - f. Location of the service at the time the service begins and ends.
2. Location will only be captured where services start and end. No other geolocation information will be captured.
3. Exceptions to the use of EVV shall be granted for PSWs who:
  - a. Do not have a smart phone or tablet with Internet access.
  - b. Provide services in an area of the State without reception.
  - c. English is not the primary language of the worker and this presents a barrier to their utilizing EVV.

4. No later than October 31, 2019, eXPRS will be updated to include the options for EVV exceptions, whereby PSWs can make a request to the CME and identify the reason why they need an exception. Until this exception process is available in eXPRS, PSWs may continue to enter their time into eXPRS on the desktop site.
5. PSWs must either have an approved exception or be using EVV by April 1, 2020.
6. HCWs/PSWs who do not wish to have their biometric data collected will not be required to do so. If biometric data is collected, workers will be provided with clear documentation of how and when it is collected and analyzed. Workers must be able to request deletion of biometric data from the system.
7. HCWs/PSWs who do not wish to use voice or image reporting mechanisms through EVV will not be required to do so. The State must clearly communicate this right to workers, in addition to communicating how and when the EVV system will record voice and visual data should that system be made available and the Worker so chooses to utilize that data collection method.
8. Personal Support Workers will be able to add missing hours and/or adjust incorrect hours after a shift has been completed by logging into the desktop version.
9. The State will not collect biometric or geolocation data, nor will it collect data that can be used to interfere with constitutionally-protected activities, unless it serves a specific, discrete purpose that cannot be accomplished otherwise and adds a clear value to the Consumer and Worker.
10. Data collected via the mobile EVV solution will not be repurposed for and sued by third parties, including subsidiaries and commercial partners. This does not

impact the State's responsibility to share information outlined in Article 7 – Union Rights.

11. Data collected by EVV will not be made available in law enforcement without warrants. Data can be used during any local, state, or federal audits.
12. The eXPRS Mobile-EVV solution will place no undue burden on providers or consumers. If additional federal guidelines are released regarding the EVV system, the Union reserves its statutory ability under ORS 243.698 to bargain over the impact of any such guidelines. The State shall immediately notify the Union in writing upon receipt of any new and/or additional federal guidelines regarding the EVV system that directly impact the worker.
13. The State will provide a hotline for Workers to access support and training throughout the implementation of EVV.
14. The State will pay for any additional equipment, hardware or software required under EVV.
15. The Union will be informed of all communications from the State that are sent to PSWs regarding the EVV system. The Union shall receive a copy of the communication prior to it being sent to PSWs.
16. If the State adds EVV compliance options for PSWs to use or changes any EVV requirements that impact a Provider, the Parties shall enter into negotiations following the procedure in Article 4, Section 4 of the Collective Bargaining Agreement.

**LETTER OF AGREEMENT – Implementation of Provider Time Capture (PTC) for  
Homecare Workers and Personal Care Attendants Paid through the Client  
Employed Provider (CEP) Payment System**

This Agreement is made pursuant to the provisions of the Oregon Revised Statutes, by and between the State of Oregon, through the Department of Administrative Services (DAS), and the Oregon Home Care Commission (OHCC), hereinafter referred to as the EMPLOYER, hereinafter collectively referred to as the STATE and the Service Employees International Union (SEIU) Local 503, OPEU, hereinafter referred to as the UNION and jointly hereinafter referred to as the PARTIES.

**Purpose:**

The purpose of this Agreement is to outline the shared interests of the Parties regarding the implementation of the new Oregon Provider Time Capture Direct Care Innovations (OR PTC DCI) system for Homecare Workers and Personal Care Attendants paid through the CEP Payment System and to outline the agreement between the Parties regarding the implementation of the OR PTC DCI system. For the purposes of this LOA, OR PTC DCI shall encompass whatever system the State implements as the Electronic Visit Verification (EVV) system.

**Agreement:**

According to the previous LOA – “Implementation of Provider Time Capture for (PTC) for Homecare and Personal Support Workers Paid through the Client Employed Provider (CEP) Payment System” the scope of bargaining for this LOA are defined and are as follows (unless the Parties mutually agree to negotiate additional issues):

**Improvements to the Payroll Timelines:**

For the initial implementation of the OR PTC DCI system, local office staff will continue to be required to manually input the dates and times worked by each provider in the CEP system (Homecare Workers – HCWs and Personal Care Attendants-PCAs). Therefore, the payroll timeline will continue as described in the current Collective Bargaining Agreement. 120 days prior to Phase 2 implementation or by October 1,



2022, whichever is earlier, the parties shall negotiate a new LOA to agree upon any improvements to the payroll timeline.

Data to be collected and how data will be used:

The Oregon Department of Human Services (ODHS) is committed to respecting the privacy of people receiving services and their providers. The system will only capture the data needed to make payments through the CEP Payment System and to be in compliance with EVV Federal requirements. Location will only be captured where services start and end. No other geolocation information will be captured.

The OR PTC DCI system shall not collect biometric data. If this becomes a legal requirement, the Parties agree to meet and discuss no later than 90 days after the legal mandate is announced.

Data collected will not be repurposed for and used by third parties, including subsidiaries and commercial partners. This does not impact the State's responsibility to share information outlined in Article 7 – Union Rights.

APD will only release OR PTC DCI data as required by law. Data can be used during any local, state, or federal audits and shall follow the retention schedule as required by Centers for Medicare and Medicaid Services (CMS).

The following data elements will be captured related to services being provided:

- a. Date of service
- b. Time service begins and ends
- c. Location of service when the service begins or ends (This will be verified via GPS for the mobile application, the fob code for the OR PTC DCI Fob/Web Portal option, and through use of the consumer's landline phone for the OR PTC DCI Landline Phone option)
- d. Consumer who receives services
- e. Provider delivering services
- f. Type of service

While most of the data needed will come from existing systems, the following data will be available/needed for Providers to update in the system:

- a. Language preference – which will be used by the system to display the system in the preferred language (when such a version exists)
- b. Email – for system notices and log-in
- c. Phone number – for text messages

Provider Profile Data needed:

- a. First name (required)
- b. Last name (required)
- c. Address (required)
- d. Address line 2 (optional)
- e. City, State, Zip (required)
- f. Country (Required)
- g. Time zone (Required)
- h. Phone (Required)
- i. Email (required)
- j. DOB (required)
- k. SSN & Verify SSN (required)
- l. Provider Number
- m. Unique Identifier

HCWs and PCAs will be able to add missing hours and/or adjust incorrect hours after a shift has been completed by logging into the web portal.

Criteria for use of the new system:

The OR PTC DCI system will be able to accommodate providers with various levels of technology access (as described below under the “Options for Compliance)”. All providers should be able to utilize one (1) or more compliance options which meets the requirements of the Cures Act. When the OR PTC DCI system fails, or in other exceptional circumstances beyond the control of the Provider, the provider may submit data through the web portal at a later date with or without FOB codes. To ensure timely

payment, Ageing and People with Disabilities/CMEs will process time submitted on a daily basis. In large system outages APD will collaborate with the Union in planning their response to the outage, SEIU and workers will be notified of how to submit their time.

Aging and People with Disabilities will make available Wi-Fi and computers (may include tablets, iPads or other technological devices) in good working order in local APD and Type B AAA offices to allow HCWs and PCAs to enter in job information or make time entry corrections for cases where the provider does not have access to the web portal through their own personal equipment.

- The State will ensure that at least one (1) computer and a backup device will be available in each of the offices above by September 15<sup>th</sup>, 2021. The State and the Union will collaborate, in a timely manner, on the number of devices needed at each office based on Provider needs.
- The Local APD and Type B AAA offices shall provide limited basic computer help for the HCW/PCA. For support related to the web portal itself, the worker will be referred to the Vendor's customer service line.
- A copy of the Standard Operating Procedures (i.e., an instruction manual) shall be available for the HCW/PCA to reference at the computer stations.
- Printing/copying of entry data shall be available and free of charge at all Local APD and Type B AAA offices.
  - HCW/OCAs who use a technological device available in an APD/Type B AAA local office to enter their time shall receive a printed copy of the OR PTC DCI screen print, date-stamped, upon request.
  - Instructions for using the print screen option will be available with the instruction manual.

### Training:

ODHS shall provide the OR PTC DCI training plans for providers and share the plans and all training materials with the Union by June 1, 2021. The Union reserves its right under ORS 243.698 to bargain over the impact of the trainings.

- a. ODHS will provide a high-level orientation to the process and system sixty (60) days in advance of pilot and ninety (90) days in advance of the statewide implementation. The orientation shall include an “End-to-End Training Guide (TG)” that will be reviewed with the Union at the PTC Working Steering Committee, and made available at the request of a HCW/PCA and will be provided online at the PTC DCI website.
- b. ODHS will then provide detailed instructional opportunities thirty (30) days prior to pilot and statewide implementation.
- c. HCWs/PCAs Training/SOP virtual orientations and Training Guide (TG) will be available in at least the following languages: Simplified and Traditional Chinese, English, Russian, Spanish and Vietnamese. Written training materials and the “TG” will also be available in Arabic and Somali and other languages upon request of the HCW/PCA.

In addition to orientation, the State will provide, through the vendor, a 24/7 customer service phone line and email address for Workers who need technical assistance with using the OR PTC DCI system and they shall be available to enter time manually if the OR PTC DCI system. Access during federal and state holidays may be limited.

### Schedule:

Currently the system is being planned and designed around the latest published payroll calendar.

### Options for Compliance:

Listed in order of best standards which meet federal regulations.

- a. Mobile application – the OR PTC DCI Mobile application will be our preferred method of compliance for the accuracy of information and ease of use
- b. OR PTC DCI Landline Phone Option – calling from the consumer’s landline phone to a 1-800 number for OR PTC DCI to record your time in and out via an automated system is the secondary option
- c. OR PTC DCI Fob/Web portal – for those in a situation without access to a web enabled device and where the consumer doesn’t have a landline phone, a small device, like a key fob, will be issued to the consumer. The fob generates a special code for clock-in and clock-out. Provider uses a code when entering clock in and out via the OR PTC DCI Web Portal. Fob information is uploaded by the provider to the web portal through his/her personal computer OR at a Local APD or Type B AAA office where Wi-Fi/computer access is being provided for this purpose.

The State shall not require providers to use the mobile application and will ensure that each consumer has either a landline or FOB available when a mobile device is not available. The State will provide information to consumers about the federal and state phone assistance programs.

If additional federal guidelines are released regarding the EVV system, the Union reserves its right under ORS 243.698 to bargain over the impact of any such guidelines.

The State shall notify the Union in writing within fourteen (14) calendar days upon receipt of any new and/or additional federal guidelines regarding the EVV system that directly impact the worker.

The Union will be informed of all communications from the State that are sent to HCWs and PCAs regarding the EVV system. The Union shall receive a copy of the communication prior to it being sent to workers.

## **LETTER OF AGREEMENT – Visual Aids for Common Provider Issues**

This Letter of Agreement (LOA) is entered into between the Department of Administrative Services (DAS) on behalf of the Oregon Department of Human Services (ODHS), the Oregon Home Care Commission (OHCC) (the “Employer”) and SEIU Local 503 (the “Union”) collectively referred to herein as “the Parties”.

The Joint Labor Management Committee will identify and prioritize common provider issues to determine the optimal solutions for visual aids to be jointly developed. These visual aids are intended to provide guidance for Providers and shall be translated into common languages used by the bargaining unit.

## **LETTER OF AGREEMENT – Data and Reports Coordination Workgroup**

This Letter of Agreement (LOA) is entered into between the Department of Administrative Services (DAS) on behalf of the Oregon Department of Human Services (ODHS), the Oregon Home Care Commission (OHCC) (the “Employer”) and SEIU Local 503 (the “Union”) collectively referred to herein as the “Parties”.

The Parties understand the importance of coordination of information being reported to the Union on a regular basis in accordance with Article 7, Union Rights. Accordingly, the Parties agree to the following:

Upon implementation of this Agreement the Parties shall begin conducting meetings to coordinate around data transfer. These meetings shall be held at the request of either party and scheduled within a reasonable period of time from such request. The Parties shall include the appropriate staff authorized to conduct and/or make decisions on improvements to the data transfer.

This Agreement shall expire on June 30, 2025, unless extended by mutual agreement.

## **LETTER OF AGREEMENT – Supplemental, Benefit and Training Trusts**

This Letter of Agreement (LOA) is entered into between the Department of Administrative Services (DAS) on behalf of the Oregon Department of Human Services (ODHS), the Oregon Home Care Commission (OHCC), and the Oregon Health Authority (collectively, the State) and SEIU Local 503 (the “Union”) collectively referred to herein as “the Parties”.

The Parties agree that access to training and other benefits is important to the bargaining unit. The State agrees to continue making contributions to the SEIU 503 Training Partnership, the Oregon Homecare Workers Benefit Fund, and the Oregon Homecare Workers Supplemental Trust (collectively, the Trusts and each individually, the Trust) for the purpose of bargaining unit members’ training, health care cost assistance, dental, vision, paid time off and other benefits or programs authorized by the Boards of Trustees of the Trusts, as follows:

### **Contributions**

Contributions to the Trusts currently in effect shall continue through December 31, 2023.

Effective January 1, 2024, ODHS shall continue the current contribution amount of forty-one cents (\$0.41) per paid hour worked by all providers covered by this Agreement to the SEIU 503 Training Partnership to provide training and related benefits.

Effective January 1, 2024, ODHS shall contribute one dollar and two cents (\$1.02) per paid hour worked by all providers covered by this Agreement to the Oregon Homecare Workers Benefit Trust to provide optical, dental, employee assistance program, paid time off, and related benefits.

Effective January 1, 2024, ODHS shall contribute one dollar and sixty-four cents (\$1.64) per paid hour worked by all providers covered by this Agreement to the Oregon Homecare Workers Supplemental Trust to provide supplemental benefits.



Paid hours shall not include the administrative time in Article 14, Section 1f.

If the funding for these contributions' changes over the term of this Agreement, the Parties agree to re-open this Letter of Agreement.

#### Consent to Contributions

Pursuant to ORS 243.666, SEIU Local 503 is the exclusive representative of all Providers in the bargaining unit. Accordingly, the Parties agree that this Letter of Agreement constitutes the consent by the Providers covered by this Agreement for the State to direct the contributions required by this Letter of Agreement to the above-referenced Trusts on behalf of the individual Providers.

#### Trust Agreement

The Parties agree to be bound by the provisions of the contribution agreements, and by all resolutions and rules adopted by the Trustees pursuant to the powers delegated.

#### Indemnify and Hold Harmless

For each of the three Trusts referred to in this agreement, the Trust and not the State shall be the policy holder of any insurance policy offered by and through such Trust.

## **LETTER OF AGREEMENT – Administrative Time**

This Letter of Agreement (LOA) is entered into as a pilot program between the Department of Administrative Services (DAS) on behalf of the Oregon Department of Human Services (ODHS), the Oregon Home Care Commission (OHCC) (the “Employer”), the Oregon Health Authority for Homecare Workers, Personal Support Workers and Personal Care Attendants and SEIU Local 503 (the “Union”) collectively referred to herein as “the Parties”.

Administrative Time: Effective upon the first day of the first payroll period following January 1, 2025, Providers shall be compensated an additional fifteen (15) minutes per pay period at the minimum base rate per Appendix A for the purposes of recording and submitting time.

This Agreement shall expire on June 30, 2025, unless extended by mutual agreement.

## **LETTER OF AGREEMENT – PTCS/EVV System Improvements**

This Letter of Agreement (LOA) is entered into between the Department of Administrative Services (DAS) on behalf of the Oregon Department of Human Services (ODHS), the Oregon Home Care Commission (OHCC) (the “Employer”), the Oregon Health Authority for Homecare Workers and Personal Care Attendants and SEIU Local 503 (the “Union”) collectively referred to herein as “the Parties”.

Effective on or before July 1, 2024, the following improvements to the PTCS/EVV System will be implemented:

1. PTCS/EVV shall show Providers time remaining to work in the pay period in actual hours and minutes.
2. PTCS/EVV will amend attestation language in PTCS/EVV to make it clear that Providers will be given the opportunity to correct their time when an error occurs before any fraud referral is made. The amended attestation language shall be as follows:

“By clicking “OK”, unless edited through the mobile web or web portal before the pay processing date, I affirm that the reported start and end times accurately represent the times I provided services/supports for the consumer-employer, I have only performed the tasks which are according to the consumer-employer’s task list, and I am following the rules in accordance with the program I am enrolled in. I acknowledge that falsifying this information may be considered Medicaid fraud. I understand that when I clock out, I will check a box affirming my time is correct and falsifying information may be considered Medicaid fraud. If I am aware my time entry is incorrect it may be considered Medicaid fraud if I do not correct the time entry before the pay processing date.”

This Agreement shall expire on June 30, 2025, unless extended by mutual agreement.

## **LETTER OF AGREEMENT – Personal Care Attendant Enhanced Wages**

This Letter of Agreement (LOA) is entered into between the Department of Administrative Services (DAS) on behalf of the Oregon Health Authority (OHA), the Oregon Home Care Commission (OHCC) (the “Employer”) and SEIU Local 503 (the “Union”) collectively referred to herein as “the Parties”.

Personal Care Attendants providing services to individuals with complex behavioral health needs, or a combination of complex behavioral health and physical health needs, should be eligible to receive enhanced wages.

Beginning January 1, 2022, OHA expanded the 1915(i) Home and Community-Based Services (HCBS) program. The expansion creates opportunities for PCAs to provide personal care to individuals receiving 1915(i) HCBS. Personal Care Attendants providing services to individuals receiving 1915(i) HCBS who have complex behavioral health needs, or a combination of complex behavioral health and physical health needs, should be eligible to receive enhanced wages.

The Oregon Health Authority, Health Systems Division will develop certification criteria for Personal Care Attendants to receive enhanced wages. OHA will work with the Oregon Home Care Commission to develop training options and an enhanced wage certification process. OHA will consult with interested Union membership for review and agreement of proposed training topics, curriculum and certification criteria.

It is the intent of the Parties to discuss enhanced wage certifications for Personal Care Attendants during the 2025 successor negotiations.

This Agreement shall expire on June 30, 2025 unless extended by mutual agreement.

## **LETTER OF AGREEMENT – Emotional Support and Services Animal Care**

This Letter of Agreement (LOA) is entered into between the Department of Administrative Services (DAS) on behalf of the Oregon Department of Human Services (ODHS), the Oregon Health Authority (OHA), the Oregon Home Care Commission (OHCC) (the “Employer”) and SEIU Local 503 (the “Union”) collectively referred to herein as “the Parties”.

The State agrees to research the possibility if care for Emotional Support and Service Animals can be included in authorized tasks and if an administrative rule should be written.

The State will inform the Union of the State’s determinations on or before January 1, 2025.

This Agreement shall expire on June 30, 2025, unless extended by mutual agreement.

## **LETTER OF AGREEMENT – Consumer Choice**

This Letter of Agreement (LOA) is entered into between the Department of Administrative Services (DAS) on behalf of the Oregon Department of Human Services (ODHS), the Oregon Home Care Commission (OHCC) (the “Employer”), the Oregon Health Authority for Homecare Workers, Personal Support Workers and Personal Care Attendants and SEIU Local 503 (the “Union”) collectively referred to herein as “the Parties”.

The State and its contracted case management entities (CMEs) will not steer consumers to choose any one provider type, as CMEs are required to provide neutral choice counseling. Such counseling shall include information about Carina, Employer Resource Connection (ERC), and other supports available to help consumers manage the Providers covered under this agreement.

ODHS and OHA will not promulgate policies that prioritize or incentivize referrals of Consumers to any particular provider or provider type. The State will not assist private agencies in contacting current bargaining unit Providers. The State shall only assist private agencies in contacting a Consumer when requested by the Consumer.

The State will create, or ensure existing materials are available, to be used by CMEs to ensure accurate information is provided during choice counseling. The State will provide training materials for CMEs, including newly hired case managers about Carina.

This Agreement shall expire on June 30, 2025, unless extended by mutual agreement.

**LETTER OF AGREEMENT – Marketing Administrative Rules, Rate Study and Agency with Choice**

This Letter of Agreement (LOA) is entered into between the Department of Administrative Services (DAS) on behalf of the Oregon Department of Human Services (ODHS), the Oregon Home Care Commission (OHCC) (the “Employer”), the Oregon Health Authority for Homecare Workers and Personal Care Attendants and SEIU Local 503 (the “Union”) collectively referred to herein as “the Parties”.

The Parties are committed to efforts that attract and retain Providers who provide services through the Oregon Department of Human Services and the Oregon Health Authority. The State is committed to recruitment and retention of the workforce covered by this agreement. The State will take the following actions intended to support retention of the workforce covered by this Agreement.

**Marketing and Administrative Rules:**

The Agencies are committed to implementing marketing guidelines and activities that do not violate consumer choice in providing neutral information when selecting preferred providers. Accordingly, the Agencies will conduct a public rulemaking process that will define the enforcement and legal parameters that prohibits solicitation of existing Medicaid consumers for the purpose of steering consumers and providers to private agencies.

**Rate Study:**

The State will not advocate for additional rate increases for In-Home Attendant Care Provider Agencies for the 2023-2025 biennium in any program until completion of the legislatively mandated rate study is finalized, projected completion in September 2024, to ensure equitable planning and distribution of funds for workers completing the same work.

The State will coordinate Agency budget request based on the finding of the rate study and coordinated requests across all Home and Community Based Service programs.

Agency with Choice:

ODHS will develop a co-employer model known as “Agency with Choice” where Providers are jointly employed by their consumer and a contracted agency. This model may differ by program. ODHS will engage consumers, delivery system partners and labor in development of the Agency with Choice models.

The Parties agree that implementation of such a model will be dependent upon legislative direction and funding.

Marketing and Recruitment Campaign:

The State will create materials and a marketing campaign to recruit the workforce. The OHCC shall provide reports to the JLMC about the marketing efforts and results.

This Agreement shall expire on June 30, 2025, unless extended by mutual agreement.



**LETTER OF AGREEMENT – Legacy Workers (PSWs Paid Above the Negotiated  
Hourly Rates)**

This Letter of Agreement (LOA) is entered into between the Department of Administrative Services (DAS) on behalf of the Oregon Department of Human Services (ODHS), the Oregon Home Care Commission (OHCC) (the “Employer”), the Oregon Health Authority for Homecare Workers and Personal Care Attendants and SEIU Local 503 (the “Union”) collectively referred to herein as “the Parties”.

Recitals: PSWs who were employed prior to October 1, 2013 and were earning more than thirteen dollars (\$13.00) per hour were able to maintain their rate as part of the CBA Hold Harmless clause. As PSW rates have been adjusted through increases and cost of living adjustments (COLAs) the legacy rates have continued if they are higher than the current base rate and the PSW has maintained active enrollment as a PSW.

The Parties have negotiated a Pay Scale for Providers covered under this Agreement, including Legacy PSWs, and share a mutual interest in placing Providers paid above the current base rate on an appropriate step of the Pay Scale where possible.

Agreement: Legacy PSWs shall receive the first increase as negotiated by the Parties in Article 14 Section 7. Upon implementation of the Pay Scale on July 1, 2024, Legacy PSWs paid above the Pay Scale in Appendix A shall be “red circled” and shall not be eligible for additional pay increases until such time that their base pay rate falls within the Pay Scale.

Legacy PSWs whose base pay rate on July 1, 2024 falls within the Pay Scale in Appendix A shall be placed on the scale as follows:

1. The State will assign the Legacy Worker a step by rounding the Provider’s base rate up to the nearest step of the Pay Scale in Appendix A, effective July 1, 2024.

2. The State will calculate the number of regular hours worked by the Legacy Worker since January 1, 2023. If the Provider has worked two thousand (2,000) or more hours within that timeframe they shall advance one (1) step upwards on the Pay Scale from the step previously assigned. In cases where the Provider has already been assigned at the top step, they shall be topped out and no longer eligible for the step increase.
3. The State shall assign the Provider the minimum hours listed for the appropriate step assigned. Example: Step 4 = six thousand (6,000) hours. The purpose of this assignment of hours is to allow the worker to continue their advancement through the steps of the Pay Scale.

Legacy PSWs whose base pay rate after any upwards adjustments of the Pay Scale in Appendix A falls within the Pay Scale shall be placed on the scale as follows:

1. The State shall assign the worker a step by rounding their base rate up to the nearest step of the Pay Scale in Appendix A. This assignment shall be implemented on the effective date of the pay increase that brought their base pay rate within the Pay Scale.
2. The State shall assign the worker the minimum hours listed for the appropriate step assigned. Example: Step 4 = six thousand (6,000) hours. The purpose of this assignment of hours is to allow the worker to continue their advancement through the steps of the Pay Scale.

Should the Parties discover an issue or other complications with the methodology above, they shall meet with the Union at their earliest convenience to renegotiate this Agreement.

**APPENDIX A – PAY SCALE**

The Base Rate for all non-legacy Providers shall be seventeen dollars and seventy-seven cents (\$17.77) per hour from July 1, 2023 through implementation of Increase #1 per–Article 14, Section 6. Effective the first day of the first payroll period following January, 1, 2024, the Base Rate for all non-legacy Providers shall be nineteen dollars and fifty cents (\$19.50). Effective July 1, 2024, the following pay scale shall be applied in accordance with Article 14, Section 6.

**PAY SCALE**

<b>Step</b>	<b>Hours Worked and accumulated since January 1, 2023</b>	<b>July 1, 2024 Hourly Rate</b>	<b>Jan. 1, 2025 Hourly Rate</b>
1	0 < 2000	\$19.50	\$20.00
2	2000 < 4000	\$20.50	\$21.00
3	4000 < 6000	\$21.50	\$22.00
4	6000 < 8000	\$22.50	\$23.00
5	8000+	\$23.50	\$24.00

**SIGNATURE PAGE – SEIU – OREGON HOME CARE COMMISSION**

Signed this 23 day of February, 2024, at Salem, Oregon.



**FOR THE STATE OF OREGON:**

*Berri Leslie*

**Berri Leslie**, Director  
Department of Administrative Services (DAS)

*Nadja Gulley*

**Nadja Gulley**, State Labor Relations Manager  
DAS CHRO Labor Relations



**FOR THE OREGON HOME CARE COMMISSION:**

*Jenny Cokeley*

**Jenny Cokeley**, Interim Executive Director  
Oregon Home Care Commission



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

*Joye Willman*

**Joye Willman**, Bargaining Team Scribe

*Patty Falkenstein*

**Patty Falkenstein**, Bargaining Team Co-Chair

*Cristal DeJarnac*

**Cristal DeJarnac**, Bargaining Team Co-Chair

*Melissa Unger*

**Melissa Unger**, Executive Director  
SEIU Local 503

*Vanessa Herriot*

**Vanessa Herriot**, Care Provider Division Director  
SEIU Local 503

*Keith Quick*

**Keith Quick**, Collective Bargaining Coordinator  
SEIU Local 503

Signed on behalf of:

**ReNae Hill**, Bargaining Team  
**Carla Hodges**, Bargaining Team  
**Gary Fletcher**, Bargaining Team  
**Barbara Evans**, Bargaining Team  
**Phyllis Wills**, Bargaining Team  
**Heather James**, Bargaining Team  
**Alice Redding**, Bargaining Team  
**Jolene White**, Bargaining Team  
**Carol Kelly**, Bargaining Team  
**Andrew Cook**, Bargaining Team  
**Cristina Aviles**, Bargaining Team  
**Rachel Hansen**, SEIU Local 503  
**All Members** of SEIU Local 99

**DAS** DEPARTMENT OF  
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**Department of Administrative Services**  
**Chief Human Resources Office**  
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The official version of this Agreement is held by the Department of Administrative Services Labor Relations Unit on its electronic files at the website below. The Department of Administrative Services does not recognize any other copies or publications of this Agreement.

**Electronic version of the Agreement located at:**  
<http://www.oregon.gov/das/HR/Pages/LRU.aspx>