

REPORT TO THE LEGISLATURE

Adult Family Home Training Network

2nd SSB 5672
December 1, 2020

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TABLE OF CONTENTS

Contents

Executive Summary	3
Background.....	4
Legislative Mandate	4
Adult Family Homes in Washington State	4
Long Term Care Foundation History	5
Long Term Care Foundation 1 st Service Contract	7
Communication Plan	7
Stakeholder Engagment.....	7
Community Instructor Procurment	10
Strategic Plan	10
Final Report	11
Contract Compliance	12
Long Term Care Foundation 2 nd Services Contract.....	12
Conclusion	17
Summary	17
Appendices.....	18
Appendix 1 2 nd Subsitute Senate Bill 5672.....	19
Appendix 2 Memorandum of Understanding.....	21
Appendix 3 Long Term Care Foundation Short Term Vendor (Services) Contract.....	25
Appendix 4 Long Term Care Foundation Long Term Vendor (Services) Contract	39
Appendix 5 Long Term Care Foundation Survey Results.....	56
Appendix 6 Long Term Care Foundation Strategic Plan.....	87
Appendix 7 Long Term Care Foundation Final Report.....	95
Appendix 8 Long Term Care Foundation Fiscal Report.....	101
Appendix 9 Long Term Care Foundation Contract Compliance Letter	103
Appendix 10 Long Term Care Foundation Contract Compliance Letter	104

Executive Summary

During the 2019 Regular Legislative session, [Second Substitute Senate Bill 5672](#) passed and was signed into law on July 28, 2019. Section 2 of this bill adds a new section to [Chapter 70.128.10 Revised Code of Washington](#), which relates to Adult Family Homes (AFHs) and establishing a definition for the Adult Family Home Training Network (AFHTN). This report meets the requirement of 2nd SSB 5672 to provide the Washington State Legislature with a status update of the AFHTN by December 1, 2020.

The bill defines the AFHTN as:

"Adult family home training network" means a nonprofit organization established by the exclusive bargaining representative of adult family homes designated under RCW 41.56.029 with the capacity to provide training, workforce development, and other services to adult family homes.

The bill mandates that the Department of Social and Health Services (DSHS), referred to as the Department throughout this report, complete the following:

- The parties to the collective bargaining agreement must negotiate a memorandum of understanding to provide for contributions to the adult family home training network. Contributions to the adult family home training network must begin no sooner than January 1, 2020. Contributions to the adult family home training network for fiscal year 2021 must be limited to no more than the amount appropriated for training in the 2019-2021 collective bargaining agreement.
- Contributions must be provided to the adult family home training network through a vendor contract executed by the department.

The bill mandates that the AFHTN complete the following:

- Effective July 1, 2020, training required under this chapter for adult family homes must be available through an adult family home training network.
- The adult family home training network shall provide reports as required by the Department verifying that providers have complied with all training requirements.

This report includes information about the current state of AFHs, the age wave, workforce shortage and the Long-Term Care Foundation's (LTCF) plan to address the workforce shortage. The LTCF has contracted with two department-approved training entities and will provide required training and reports verifying providers have complied with training requirements.

Background

Legislative Mandate

[Second Substitute Senate Bill 5672](#) passed and was signed into law on July 28, 2019 during the 2019 regular session. Section 2 of this bill adds a new section to [Chapter 70.128.010 of the Revised Code of Washington](#), which includes a definition for the adult family home

training network. "Adult family home training network" means a nonprofit organization established by the exclusive bargaining representative of AFHs designated under RCW 41.56.029 with the capacity to provide training, workforce development, and other services to AFHs.

This report meets the requirement of 2nd SSB 5672 to provide the Washington State Legislature with a status update of the AFHTN by December 1, 2020.

Adult Family Homes in Washington State

An AFH is a residential home where a person or persons provide personal care, special care, room, and board to more than one but not more than eight adults who are not related by blood or marriage to the person or persons providing the services. An AFH is a community-based setting licensed by DSHS that assumes general responsibility for the safety and well-being of the resident and provides activities of daily living, which may include assistance with walking, transferring, personal hygiene, eating, dressing and bathing.¹

AFHs vary in size and ownership from a family-operated two to eight bed home to non-profit and for-profit organizations that own multiple homes. The variety of homes is as diverse as the residents they serve. Some AFHs offer specialized services while others serve a mix of populations. Some of the populations served by AFHs include:

- *Adults with functional impairments due to age²;*
- *Adults who require oversight and care, like special dietary needs, assistance with appointments and supervision and queuing of activities of daily living;*
- *Adults who require a higher level of care, like the need for intermittent nursing services, medication administration and hands-on assistance with activities of daily living;*
- *Adults with Alzheimer's disease or other dementias;*
- *Individuals with developmental and intellectual disabilities;*
- *Adults with behavioral health needs including mental illness and substance use disorders;*
- *Members of various ethnicities, cultures, spiritual or religious beliefs, and sexual preferences;*
- *Traumatic Brain Injury (TBI) survivors;*
- *Military veterans; and*
- *Hospice recipients;*
- *Adults diagnosed with HIV/AIDS;*
- *Individuals with bariatric needs.*

There are approximately 3,200 AFHs in Washington state and 2,919 that contract to provide services under Medicaid.³ AFHs are a critical support option in our long-term care

¹ RCW 70.128.010 Definitions, <<https://app.leg.wa.gov/RCW/default.aspx?cite=70.128.010>>, accessed April 15, 2020.

² The definition of an adult who is older is variable. For example, the Aged, Blind and Disabled Medicaid Program uses the age 65 years or older whereas the Supplemental Nutrition Assistance Program (SNAP) uses 60 years or older.

³ Snapshot data from DSHS ProviderOne authorizations pulled 4/22/2020.

(LTC) system. AFH providers are experiencing workforce shortages, making it difficult for them to serve some of our most vulnerable people in Washington state. “Addressing the shortage of health care workers in long-term care settings will be essential to the way in which Washington strategizes for the continued increase in care that will be demanded of the health system. Barriers need to be identified and solutions developed to address these barriers.”⁴ One of the ways the Department is addressing the LTC workforce shortage in Washington is by making contributions to the LTCF, as stipulated in RCW 70.128.010.

“The population of Washington state is aging rapidly: the number of Washingtonians aged 65 and older will almost double by 2040, from 1.2 million to nearly 2 million. To support our aging population, the state is working to expand the workforce that provides care to individuals and families in need of services, as well as expanding efforts to support healthy aging practices. Many Washingtonians currently in the long-term care workforce are also aging themselves.”⁵

Long-Term Care Foundation History

AFHC and other organizations advocated for 2nd SSB 5672 in 2019. The bill was signed into law May 21st, 2019 and became effective on July 1, 2019. 2nd SSB 5672 established steps to effectively create the AFHTN. First, it required the AFHC to designate the AFHTN. Second, it required the AFHC and WA state to negotiate a Memorandum of Understanding (MOU) for contributions to the AFHTN. Third, it required the Department to make contributions to the AFHTN through a vendor (service) contract. Lastly, it required that training for AFHs must be available through the AFHTN by July 1, 2020.

2nd SSB 5672

(1) If the department has any contracts for personal care services with any adult family home represented by an exclusive bargaining representative:

(a) Effective July 1, 2020, training required under this chapter for adult family homes must be available through an adult family home training network.

(b) The exclusive bargaining representative shall designate the adult family home training network.

(c) The parties to the collective bargaining agreement must negotiate a memorandum of understanding to provide for contributions to the adult family home training network. Contributions to the adult family home training network must begin no sooner than January 1, 2020. Contributions to the adult family home training network for fiscal year 2021 must be limited to no more than the amount appropriated for training in the 2019-2021 collective bargaining agreement.

⁴ Department of Health. (2018). Report to Governor Inslee and the Legislature Long-Term Care Workforce Development.

<https://app.leg.wa.gov/ReportsToTheLegislature/Home/GetPDF?fileName=Long%20Term%20Care%20Workforce%20Development_eedb0a4-44a5-431f-a725-046609881db1.pdf>, accessed May 12, 2020.

⁵ Results WA Preparing for an Aging Washington, Outcome Metric. <https://results.wa.gov/measuring-progress/outcome-measures/preparing-aging-washingtonians>, accessed 7/27/2020.

(d) Contributions must be provided to the adult family home training network through a vendor contract executed by the department.

(e) The adult family home training network shall provide reports as required by the department verifying that providers have complied with all training requirements.

(2) Nothing in subsection (1) of this section:

(a) Limits the ability of a department-approved training entity or instructor to provide training to an adult family home provider, resident manager, or caregiver;

(b) Requires that a department-approved training entity or instructor contract with an adult family home training network; or

(c) Prevents an adult family home provider, resident manager, or caregiver from receiving training from a department-approved training entity or instructor.

During the winter of 2019, the AFHC created a nonprofit organization called the LTCF to provide training, workforce development and other services to AFHs. The Department met with AFHC and Office of Financial Management (OFM) to develop a MOU or an addendum to the AFHC Collective Bargaining Agreement (CBA).⁶ Both parties agreed to a method for making the contributions to the LTCF. The approximate contribution amount for January 1, 2020 to June 30th, 2020 was estimated to be nearly nine hundred and fifty thousand dollars. See appendix 2 for details of the MOU. After the MOU was signed, the Department met with LTCF to begin negotiating a service contract that would go into effect January 1, 2020. See appendix 3 for further details.

After several collaborative discussions, the Department and LTCF developed goals, including the creation of an ongoing communication plan, stakeholder engagement, procurement of a community instructor, a strategic plan and a final report. The initial service contract was designed to gather stakeholder input to guide the strategic plan and identify the future direction of the AFHTN. The second service contract scheduled to begin July 1, 2020 would reflect stakeholder input in order to meet the needs of AFH providers regarding training, workforce development and other services and support. See appendix 4 for complete details.

Long Term Care Foundation 1st Service Contract

The LTCF and the Department share common goals to reduce the workforce shortage by supporting AFH providers with recruitment and retention efforts. The following information includes the LTCF deliverables as listed in the service contract, ending June 30th, 2020, as well as the work the LTCF has done through June 30th, 2020.

⁶ An MOU is “a formal, signed agreement that serves as an addendum to the collective bargaining agreement. An MOU usually addresses a significant issue that emerged during the term of the agreement, and it represents the mutual understanding between the parties on that issue.” University of Washington, Labor Relations, Glossary of Terms. <https://hr.uw.edu/labor/about-labor-relations/glossary-of-term>, accessed July 22, 2020.

Ongoing Communication Plan

LTCF service contract ending June 30th, 2020 required the following deliverables:

- Develop ongoing communication plan and present draft/(s) to DSHS
 - Messaging shall include:
 - Purpose
 - Contributions (MOU)
 - Vision
 - Next steps
- Delivery of messaging to:
 - All applicable bargaining unit members, stakeholders, and tribal partners
 - Stakeholders will include, but are not limited to, Community Instructors, facility-based Instructors, Department of Health, LTC Ombuds, DD Ombuds, and DSHS
- Delivery of messaging will include email campaign, social media, USPS physical mailers, in-person meetings, and webinars.
- Develop web page for the Contractor to assist with ongoing communication plan.
- The Contractor will provide a report to DSHS on delivery outcome of messaging as part of the “regular status update”.
- Submit “regular status update” to DSHS by the 1st of each month covered under this Contract starting 2/1/2020. Include information about progress toward deliverables, areas of success, and areas where assistance is needed.

The LTCF created a communications campaign that used “multiple platforms, including regularly scheduled emails and webinars, and an annual impact report.” (LTCF Final Report June 2020). Additionally, they created a website (www.longtermcarefoundationwa.org) and Facebook page (<https://www.facebook.com/LTCFWA>). LTCF Executive Director Bob LeRoy stated, “As of June 30, 2020, we recorded 1,404 visits to our new website and 365 likes and 379 people following our Facebook page, and we are really pleased with the continued traffic.”

As of the end of June 2020, the LTCF sent out 30 email blasts to approximately 3,138 people, that promoted the mission and vision of the LTCF and included advertisements about ways providers and stakeholders could participate in webinars and an online survey.

Looking ahead, the LTCF will focus on “enhancing effective communications by continuing to increase awareness about the resources, relevance, and value of LTCF and AFHTN using a multi-platform communications plan to deliver timely messaging to all bargaining unit members, other stakeholders, and tribal partners” (LTCF Final Report, June 2020).

Stakeholder Engagement

The Department recognized the need for data to confirm the magnitude of the workforce shortage and asked the LTCF to engage in stakeholder work in order to find out where there were gaps in new recruiting, training and retaining workers.

LTCF Service Contract ending June 30th, 2020 required the following deliverables:

- Use surveys, facilitated meetings, and facilitated work groups to gain input from stakeholders and tribal partners.
- Hold a minimum of four in-person stakeholder and tribal engagement meetings to assess training needs. DSHS staff must be invited to participate in all stakeholder meetings.
- Develop online tools to measure and assess training needs, including surveys.
- Include a summary for each meeting, webinar, as well as notes from any other forum used to engage stakeholders and tribal partners in the “Regular status update” to DSHS.
- Submit “regular status update” to DSHS by 1st of each month covered under this Contract starting 2/1/2020. Include information about progress toward deliverables, areas of success, and areas where assistance is needed.

In the beginning of 2020, the LTCF created a list of questions to use for stakeholder engagement activities to identify current training needs and explore gaps in the system that prevent individuals from completing training and passing the final test to become a Home Care Aide (HCA). Additionally, they looked at areas for improvement in the future. The LTCF vetted stakeholder questions and tested them by conducting three pilot sessions in the beginning of 2020. Six stakeholder engagement meetings were scheduled for spring of 2020. Identified stakeholders were invited, including representatives from the Department, DOH, tribal partners, providers, advocates, ombuds and clients.

On February 29, 2020, Governor Jay Inslee issued [Proclamation 20-05](#), declaring a state of emergency for Washington State due to COVID-19.⁷ As a result, the AFHTN worked quickly to develop a series of webinars and launch a new communication campaign to promote an online survey in order to get feedback from identified stakeholders. A total of 845 people attended LTCF’s seven webinars and 411 people completed surveys. LTCF stated in their final report in June of 2020:

In lieu of in-person facilitated discussions, we developed an online survey to gather stakeholder input. We hosted a series of webinars in April to introduce LTCF and AFHTN as well as the survey tool and another in June to review survey responses and resulting plans for FY21. We promoted the surveys via weekly emails and Facebook posts throughout April, May, and June. In total, 845 people attended our seven webinars, and 411 completed surveys.

The LTCF hosted four webinars to introduce the survey as well as the mission of the LTCF. The survey included 20 questions to learn about AFH provider’s successes, opportunities, challenges and needs. Four hundred eleven people responded to the survey, generating 1,500 comments. The summary listed below is courtesy of LTCF *Our First Online Survey and Lessons Learned Webinar*, presented spring of 2020.

⁷ Governor Jay Inslee issued Proclamation 20-05 February 29, 2020 issuing a State of Emergency for Washington State. <https://www.governor.wa.gov/sites/default/files/proclamations/20-05%20Coronavirus%20%28final%29.pdf> pulled July, 22, 2020.

Survey Results Overview

Q1: How long have you been operating an adult family home?

- #1 6+ years (58%)
- #2 0-2 years (23%)
- #3 3-5 years (17%)

Q2: In what city is your adult family home located?

- #1 Vancouver
- #2 Spokane/Spokane Valley
- #3 Tacoma/Lakewood

Q3: What credential do you hold?

- #1 Certified Nursing Assistant (47%)
- #2 Home Care Aide (15%)
- #3 Registered Nurse (14%)
- #4 Exempt Worker (8%)
- #5 Licensed Practical Nurse (7%)

Q4: Do you have all the staff you need?

- #1 Yes (72%)
- #2 No (26%)

Q5: What is your most successful strategy for recruiting staff?

- #1 Word of Mouth (66%)
- #2 Other (15%)
- #3 Online search engines (e.g. Indeed, Monster) (11%)
- #4 Social Media (6%)

Q6: What are your biggest challenges in recruiting staff?

- #1 No qualified (credentialed) applicants (59%)
- #2 Applicants can't access or complete training and certification (37%)
- #3 Knowing where and how to recruit (31%)
- #4 Applicants fail background or reference checks (12%)

Q7: How many credentialed caregivers typically work in your adult family home?

- #1 1-2 (46%)
- #2 3-5 (36%)
- #3 6+ (17%)

Q8: How many new caregivers did you hire in the last year?

- #1 1-2 (56%)
- #2 3-5 (19%)
- #3 6+ (9%)

Q9: On average, how long do your employees stay in their jobs?

- #1 3-5 years (68)
- #2 1-2 years (64)
- #3 Less than 6 months (59)

Q10: Which credential would you prefer to hire in your adult family home and why?

- #1 Certified Nursing Assistant (55%)
- #2 Home Care Aide (39%)



Q11: How does your staff receive the required training now?

- #1 Online (Self-Paced Online Course, Virtual Classroom, Webinar) (46%)
- #2 In a classroom (43%)
- #3 In your adult family home (8%)

Q12: Do you have a preferred trainer/training company?

- #1 No (66%)
- #2 Yes (32%)

Q13: Do you assist staff in achieving appropriate credentials?

- #1 Yes (87%)
- #2 No (11%)

Q14: Does your facility have an approved training program?

- #1 No (60%)
- #2 Yes (38%)

Q15: Are you interested in training other adult family homes?

- #1 No (68%)
- #2 Yes (30%)

Q17: Where do you struggle with your existing training process? (Check all answers that apply)

- #1 Caregivers switching homes after getting trained (50%)
- #2 Availability of training (46%)
- #3 Cost of training (41%)
- #4 The time gap between training and testing is too long (36%)
- #5 AFHs not having the time or money to train staff (33%)
- #6 Other (7%)

Q18: What training(s) would you feel confident teaching? (Check all answers that apply)

- #1 Orientation and Safety (76%)
- #2 Continuing Education (56%)
- #3 Core basic training/Fundamentals of Caregiving (49%)
- #4 Dementia Specialty Training (42%)
- #5 Mental Health Specialty Training (38%)
- #6 Developmental Disabilities Specialty Training (22%)
- #7 Traumatic Brain Injury Specialty Training (15%)
- #8 Other (8%)

Q19: What training(s) would you provide to a fully credentialed new employee? (Check all answers that apply)

- #1 Facility orientation (91%)
- #2 Medication system (90%)
- #3 Understanding a care plan (87%)
- #4 Resident rights (86.76%)
- #5 Equipment in the home (86.03%)
- #6 Reporting requirements (85%)
- #7 L&I requirements (53%)

Q20: What is one question you wish we had asked today?

212 varying responses



Long-Term Care Foundation

of Washington State

Regarding lessons learned and planning for the future the LTCF stated:

We believe we can also increase interaction by hosting web-based meetings for smaller groups. We have learned from participating in a great many meetings since the onset of the pandemic that platforms like Zoom or GoToMeeting are excellent for engaging groups small enough so everyone can participate and share their thoughts and questions during, not merely at the end of, presentations.

To achieve a deliverable in the new long-term contract, we plan to promote stakeholder engagement and continue to solicit input from stakeholder

groups and tribal partners. We will involve them in informing the process of delivering the required training and developing effective strategies for growing the caregiver workforce. Hoping for the resumption of in-person gatherings on or soon after July 1, 2020, we will invite participation in presentations given by LTCF staff and open to all bargaining unit members. We will also continue our online outreach via webinars, web conferencing, and surveys. Should COVID-19-imposed restrictions on in-person gatherings continue in FY21, we will rely on webinars, web conferencing applications, and surveys to complete stakeholder engagement (LTCF Final Report June 2020).

Community Instructor Procurement

LTCF Service Contract ending June 30th, 2020 required the following deliverables:

- Evaluate current Community and facility-based instructors’ availability, including their course approval information.
- Secure commitments from at least one or more DSHS Approved Community Instructors who will subcontract with Contractor beginning 6/1/2020.
- Submit Draft contracting language for subcontractors (*DSHS Checklist Request for Approval to Subcontract* must be completed and submitted and a DSHS approval is required prior to finalizing) to DSHS as part of a “regular status update”. Contractor may include the following language in sub-contracts. *DSHS recognizes the right of the Contractor to negotiate agreements with its contractors/sub-contractors regarding the distribution of information and/or materials related to the Adult Family Home Council (AFHC). However, such agreements may not infringe on DSHS approved curriculums or interfere with the delivery of DSHS approved curriculums. Any agreement between the LTCF and its contractors/sub-contractors regarding the distribution of information and/or materials related to the AFHC shall not exceed 45 minutes.*
- Submit “regular status update” to DSHS by 1st of each month covered under this Contract starting 2/1/2020. Include information about progress toward deliverables, areas of success, and areas where assistance is needed.

The LTCF secured subcontracts with two community instructors, Sarah Lane (S & H Training Center) and Robin VanHyning (Cornerstone Healthcare Training). Members of the LTCF chose these companies “because they are DSHS-approved, were highly recommended, provided excellent answers during our telephone interviews, and expressed strong interest in being a part of the AFHTN” (LTCF Final report, June 2020).

Strategic Plan

The LTCF Service Contract ending June 30th, 2020 required the following deliverables:

- Develop a strategic plan that addresses
 - Access to training
 - Affordability of training
 - Curriculum recommendations
 - Workforce development
 - Testing and certification
- Submit “regular status update” to DSHS by 1st of each month covered under this Contract starting 2/1/2020. Include information about progress toward deliverables, areas of success, and areas where assistance is needed.

The LTCF strategic plan includes five strategic objectives:

- #1 enhancing effective communications
- #2 activating meaningful stakeholder engagement
- #3 delivering required training
- #4 strengthening workforce development
- #5 building our infrastructure.

LTCF Board Chair John Ficker noted that the strategic plan is “our blueprint for how we intend to serve and support the long-term care workforce in adult family homes across Washington State”.

The LTCF strategic plan is structured to include a narrative describing the importance of each objective in addition to tactics and measures of success. The LTCF expects the objective to remain the same through the duration of the three year plan while updating the tactics for each success measure annually. See appendix 6 for further details.

The strategic plan included a review of the impacts of COVID-19 on AFHs,

The sudden onset and renewed spread of COVID-19 have dramatically impacted adult family homes and The Long-Term Care Foundation of Washington State in our development of the Adult Family Home Training Network. Adult family home operators have been overwhelmed with challenges in responding to the virus, including daily changes to infection control guidance and reporting requirements as well as ongoing difficulties in acquiring personal protective equipment. For the Long-Term Care Foundation, the virus denied us one of our most effective means of communication and stakeholder engagement—in-person interaction with adult family home owners and staff. COVID-19 required us to be creative and flexible in delivering our messaging and gathering information. In lieu of in-person conversations, meetings, and conferences, we utilized webinars and an online survey.

As we have no way of knowing what the future holds regarding COVID-19 response and recovery, several of the tactics and measures of success noted in this plan reflect our continuing emphasis on interactive and conversational web-based applications. (LTCF Strategic Plan, June 2020).

Final Report

LTCF service contract ending June 30th, 2020 required the following deliverables:

- Submit Draft of Final Report to DSHS for initial review and comment.
- Submit Final Report to DSHS.

The LTCF final report dated June 2020 includes a summary of all the deliverables and details about each deliverable. The final report also included a lessons learned section:

Given the many challenges adult family owners continue to face related to COVID-19, we are very grateful to those who took the time to visit our website and Facebook page and attend our webinars. We realize that we must make every effort to provide information, education, and support of consistent relevance and value to our stakeholders in these distracting and disruptive times.

DSHS asked for a fiscal report in addition to the final report. The fiscal report includes projections for costs in FY 21 with an estimated \$187,500 of the approximate nine hundred and fifty thousand contribution to go to a new pilot program to provide financial support for tuition and time to complete the required training for 25-50 new long-term care workers. An estimated \$157,500 would be applied to tuition assistance for AFH providers and staff to complete Home Care Aide Training. An additional \$30,000 would be applied to a portion of the salary for the LTCF’s new Workforce Development Specialist, who will be responsible for managing the pilot program. John Ficker reflects the enthusiasm of LTCF leadership for the pilot program in saying “Our ability to provide a fixed training benefit significantly enhances our efforts to achieve the vision of the LTCF and AFHTN—to create new certified long-term care workers.” The final report is located in Appendix 7 and the fiscal report can be found in Appendix 8.

Contract Compliance

Although the LTCF met many of their deliverables during the first contract, there were two occasions in which deliverables were late. See appendix 9 and 10. Looking to the future, the LTCF agreed to meet deliverables for the next service contract and met all other obligations of the service contract ending June 30th, 2020.

Long Term Care Foundation 2nd Service Contract

The Department and LTCF met monthly in the spring of 2020 and increased meetings to almost weekly in May and June of 2020 to discuss LTCF’s 2nd service contract. The Department and LTCF both shared their vision for the contract and made concessions to finalize the agreement. The result of the contract deliverables include:

Deliverable	Measurable Outcome	Timeline
Enhance effective communications	<ul style="list-style-type: none"> • Increase awareness among clients and stakeholders through a multi-platform Communications Plan including: <ul style="list-style-type: none"> ◦ Continual web presence ◦ Continual social media (Facebook) presence ◦ Monthly emails ◦ Monthly webinars ◦ Periodic mailers ◦ Semi-annual online surveys ◦ Periodic meetings and conferences <ul style="list-style-type: none"> · 12 AFHC Chapter Meetings · 1 AFHC Fall Conference · 7 AFHC Spring Conferences 	7/1/2020—6/30/2021

	<ul style="list-style-type: none"> · 20 LTCF-sponsored events <ul style="list-style-type: none"> · 3 In-Person Conferences · 10 Conferences via interactive and conversational web conferencing applications · 7 Webinars · 2 Tribal Summits or events that provide opportunities to engage with Tribal Partners Opportunities with other partner organizations (Alzheimer’s Association, Dementia Action Collaborative, Senior Lobby, State Council on Aging) <ul style="list-style-type: none"> o Annual (August 1) Impact Report • Deliver messaging to stakeholders: <ul style="list-style-type: none"> o All bargaining unit members o Adult family home staff o Adult Family Home Council (AFHC) o Approved community and facility-based instructors o Department of Social and Health Services (DSHS) and invite to all events o Department of Health (DOH) o Long-Term Care (LTC) Ombuds o Developmental Disabilities (DD) Ombuds o Tribal partners • Submit a "regular status update" to DSHS by the 1st of each month covered under this Contract. Include information and metrics about progress toward deliverables, areas of success, and areas where assistance is needed. Each quarter (September 30, December 31, March 31, June 30), the “regular status update” must also contain an itemized accounting of expenditures during the preceding month that were paid with funding from DSHS. 	<p>8/1/2020</p> <p>Due 1st of each month</p>
<p>Complete stakeholder engagement activities</p>	<ul style="list-style-type: none"> • Engage the following stakeholders through implementation of the multi-platform Communications Plan described above: <ul style="list-style-type: none"> o All bargaining unit members o Adult family home providers and staff o Adult Family Home Council (AFHC) o Approved community and facility-based instructors o Department of Social and Health Services (DSHS) o Department of Health (DOH) o Long-Term Care (LTC) Ombuds o Developmental Disabilities (DD) Ombuds o Tribal partners • Solicit input from the above-listed stakeholder groups and tribal partners and involve them in informing the process of delivering the required training and developing effective 	<p>7/1/2020— 6/30/2021</p> <p>7/1/2020 – 6/30/2021 If unable to have</p>

	<p>strategies for growing the caregiver workforce through participation in presentations given by The Long Term Care Foundation (LTCF) staff and open to all applicable bargaining unit members:</p> <ul style="list-style-type: none"> ◦ 12 AFHC Chapter Meetings ◦ 1 AFHC Fall Conference ◦ 7 AFHC Spring Conferences ◦ 20 LTCF-sponsored events <ul style="list-style-type: none"> · 3 In-Person Conferences · 10 Conferences via interactive and conversational web conferencing applications · 7 Webinars ◦ 2 Tribal Summits or events that provide opportunities to engage with Tribal Partners ◦ 2 online surveys <ul style="list-style-type: none"> • Track and report quarterly stakeholder invitations and attendance to ensure access and participation from the entire group of stakeholders. • Submit a "regular status update" to DSHS by the 1st of each month covered under this Contract. Include information and metrics about progress toward deliverables, areas of success, and areas where assistance is needed. Each quarter (September 30, December 31, March 31, June 30), the "regular status update" must also contain an itemized accounting of expenditures during the preceding month that were paid with funding from DSHS. 	<p>in-person meetings and conferences due to Covid-19, we will schedule each event using interactive and conversational web conferencing applications.</p> <p>Due 1st of each month</p>
<p>Deliver required training</p>	<ul style="list-style-type: none"> • Continue to reach out, evaluate, and contract with DSHS-approved community instructors to deliver the training required for certification as a home care aide. <ul style="list-style-type: none"> ◦ Expand the pool of DSHS-approved community instructors contracted with the AFHTN to 4. ◦ Expand the pool of DSHS-approved community instructors contracted with the AFHTN to 6. ◦ Track and report efforts to recruit additional community instructors for DSHS-approval and AFHTN contracting. ◦ Track, measure, and report AFHTN success in: <ul style="list-style-type: none"> • Number of courses offered • Number of people trained • Number of new home care aide certified AFH Caregivers created • Geographical locations where training courses were offered that were not offered previously • Utilize all LTCF communications platforms, as outlined in Communications Plan, to inform all bargaining unit members of available trainings and connect them to contracted instructors. 	<p>7/1/2020—6/30/2021</p> <p>By 10/1/2020</p> <p>By 1/1/2021</p> <p>7/1/2020—6/30/2021</p>

	<ul style="list-style-type: none"> • Submit a "regular status update" to DSHS by the 1st of each month covered under this Contract. Include information and metrics about progress toward deliverables, areas of success, and areas where assistance is needed. Each quarter (September 30, December 31, March 31, June 30), the "regular status update" must also contain an itemized accounting of expenditures during the preceding month that were paid with funding from DSHS. 	Due 1 st of each month
Strengthen workforce development	<ul style="list-style-type: none"> • Develop human resource best practice guidance in print and as online resources for workforce development, and other services to adult family homes, and distribute to AFH providers on subjects such as: <ul style="list-style-type: none"> ◦ Job description development and recruitment ◦ Job posting sites navigation and ConnecttoCareJobs ◦ Reviewing/screening applications ◦ Setting and conducting interviews ◦ Reference checks ◦ Matching training requirements ◦ Discipline and termination • Provide at least 6 interactive webinars and/or other trainings, including virtual classroom applications, educating providers about the resources and content • Create and staff an HR resource for AFH providers to contact for support and guidance that will: <ul style="list-style-type: none"> ◦ Receive, track, report, and respond to correspondence through email, website, and telephone from AFH providers seeking HR support and guidance ◦ Coordinate and monitor application of the new training benefit to AFH providers and staff. Track and report progress • Develop and launch a pilot program to provide financial support for tuition and time to complete the required training for new long-term care workers <ul style="list-style-type: none"> ◦ Create a framework for parameters of pilot, eligibility requirements, selection criteria, selection process, and conditions for acceptance of a fixed training benefit ◦ Provide this benefit based on AFHs' Medicaid occupancy ◦ Based on the availability of funds, provide this benefit for 25-50 long-term care workers working in AFHs ◦ Provide reimbursement to AFHs for the cost of tuition and time for employees to complete the required training ◦ Provide a complete accounting and details about how the money was distributed and to whom, 	<p>9/1/2020—12/1/2020</p> <p>9/1/2020—6/30/2021</p> <p>9/1/2020—6/30/2021</p> <p>Create framework: 7/1/2020-10/1/2020</p> <p>Launch Pilot Program 10/1/2020-6/30/2021</p>

	<ul style="list-style-type: none"> • Develop a path to facility-based training <ul style="list-style-type: none"> ◦ Host adult education courses at no cost for bargaining unit members and provide information about developing facility-based training programs based on members' assessed needs • Track and report on recruitment from various sources, including: <ul style="list-style-type: none"> ◦ Advertising (website, Facebook page, print) ◦ Job fairs ◦ LTCF messaging, in-person presentations, webinars ◦ Word of mouth networking • Submit "regular status update" to DSHS by the 1st of each month covered under this Contract. Include information and metrics about progress toward deliverables, areas of success, and areas where assistance is needed. Each quarter (September 30, December 31, March 31, June 30), the "regular status update" must also contain an itemized accounting of expenditures during the preceding month that were paid with funding from DSHS. 	<p>8/1/2020— 6/30/2021</p> <p>Due 1st of each month</p>
Update and enhance strategic plan	<ul style="list-style-type: none"> • Provide an updated Strategic Plan 2021-2023 incorporating the deliverables selected for inclusion in the long-term contract as well as appropriate steps for implementation and accompanying metrics. Priorities in the plan will continue to be: <ul style="list-style-type: none"> ◦ Access to training ◦ Affordability of training ◦ Curriculum recommendations ◦ Workforce development ◦ Testing and certification ◦ Data 	By 6/30/2021
Deliver Training on using and understanding the ProviderOne System	<ul style="list-style-type: none"> • Deliver quarterly trainings, either in-person or via a webinar, with materials and support developed and provided by the Department on the following topics regarding the ProviderOne payment system: <ul style="list-style-type: none"> ◦ General information and navigating the system, ◦ Understanding authorizations, ◦ How to properly submit a claim, ◦ Understanding Remittance Advice, ◦ Understanding client participation, ◦ Ensuring payment accuracy. 	10/1/2020— 6/30/2021
Provide final accounting of expenditures	<ul style="list-style-type: none"> • Provide an itemized accounting of all expenditures during the contract period (7/1/2020-6/30/2021) that were paid with funding from DSHS. 	By 6/30/2021

Conclusion

Summary

During its first six months of operation, the LTCF hired staff, engaged a new Board of Directors, developed its initial operating budget as well as communications and strategic plans, launched a new website and Facebook page, initiated outreach to bargaining unit members along with other stakeholders and partners, and contracted with its first two community instructors. Bob Le Roy concludes “We are very pleased with how much we have accomplished in the last six months and very aware of how much good, hard work lies ahead as the LTCF strives to become a relevant, valued, and trusted resource for the adult family home community on Washington State.”

COVID-19 has impacted Washingtonians and AFH providers in unexpected ways. It also removed the ability for the LTCF to conduct in person facilitated stakeholder meetings. The stakeholder engagement was the primary goal of the 1st service contract and was meant to drive the future direction of the LTCF future service contracts. The LTCF has a strong strategic plan that outlines the commitment to support AFH providers in the future. The Department will be paying for the stakeholder work again in the 2nd contract. With the lessons learned from the 1st contract, this will be done interactively even if this is required to be held virtually.

Although the LTCF did not meet all of their deliverables for the 1st service contract, they did express a commitment to meeting deliverables in the future. Additionally, the LTCF was flexible and responsive during contract negotiations for the 2nd service contract.

At the time this report, the LTCF is in the process of completing deliverables for their 2nd service contract with the Department. The Department is looking forward to LTCF meeting deadlines and deliverables in the future in order to fulfill their mission to, “improve and develop access to high-quality long-term care services through public awareness, community connections, and a well-supported long-term care workforce” (LTCF Strategic Plan June 2020).

Appendices

Appendix 1: 2nd Substitute Senate Bill 5672

Appendix 2: Memorandum of Understanding

Appendix 3: Long Term Care Foundation Short-Term Vendor (Services) Contract

Appendix 4: Long Term Care Foundation Long-Term Vendor (Services) Contract

Appendix 5: Long Term Care Foundation Survey Results

Appendix 6: Long Term Care Foundation Strategic Plan

Appendix 7: Long Term Care Foundation Final Report

Appendix 8: Long Term Care Foundation Fiscal Report

Appendix 9: Long Term Care Foundation Contract Compliance Letter

Appendix 10: Long Term Care Foundation Contract Compliance Letter

Appendix 1 2nd Substitute Senate Bill 5672 section 2, 3 and 4

2nd SSB 5672

Sec. 2. RCW 70.128.010 and 2007 c 184 s 7 are each amended to read as follows:

(12) "Adult family home training network" means a nonprofit organization established by the exclusive bargaining representative of adult family homes designated under RCW 41.56.029 with the capacity to provide training, workforce development, and other services to adult family homes.

NEW SECTION. **Sec. 3.** A new section is added to chapter 70.128 RCW to read as follows:

(1) If the department has any contracts for personal care services with any adult family home represented by an exclusive bargaining representative:

(a) Effective July 1, 2020, training required under this chapter for adult family homes must be available through an adult family home training network.

(b) The exclusive bargaining representative shall designate the adult family home training network.

(c) The parties to the collective bargaining agreement must negotiate a memorandum of understanding to provide for contributions to the adult family home training network. Contributions to the adult family home training network must begin no sooner than January 1, 36 2020. Contributions to the adult family home training network for fiscal year 2021 must be limited to no more than the amount appropriated for training in the 2019-2021 collective bargaining agreement.

(d) Contributions must be provided to the adult family home training network through a vendor contract executed by the department.

(e) The adult family home training network shall provide reports as required by the department verifying that providers have complied with all training requirements.

(2) Nothing in subsection (1) of this section:

(a) Limits the ability of a department-approved training entity or instructor to provide training to an adult family home provider, resident manager, or caregiver;

(b) Requires that a department-approved training entity or instructor contract with an adult family home training network; or

(c) Prevents an adult family home provider, resident manager, or caregiver from receiving training from a department-approved training entity or instructor.

Sec. 4. A new section is added to chapter 70.128 18 RCW to read as follows: 19

(1) By December 1, 2020, the department shall report to the appropriate committees of the legislature on the status of the adult family home training network.

(2) This section expires July 1, 2021.

Sec. 5. RCW 70.128.230 and 2013 c 259 s 5 are each amended to read as follows:

(2) Training must have three components: Orientation, basic training, and continuing education. All adult family home providers, resident managers, and employees, or volunteers who routinely interact with residents shall complete orientation. Caregivers shall complete orientation, basic training, and continuing education.

(9) In an effort to improve access to training and education and reduce costs, especially for rural communities, the ((coordinated system of long-term care training and education)) adult family home training network must include the use of innovative types of learning strategies such as internet resources, videotapes, and distance learning using satellite technology coordinated through community colleges, private associations, or other entities, as defined by the department.

(10) The adult family home training network shall assist adult family homes that desire to deliver facility-based training with facility designated trainers, or adult family homes that desire to pool their resources to create shared training systems((, must be encouraged by the department in their efforts)). The department shall develop criteria for reviewing and approving trainers and training materials. The department may approve a curriculum based upon attestation by an adult family home administrator that the adult family home's training curriculum addresses basic and specialty training competencies identified by the department, and shall review a curriculum to verify that it meets these requirements. The department may conduct the review as part of the next regularly 1 scheduled inspection authorized under RCW 70.128.070. The department shall rescind approval of any curriculum if it determines that the curriculum does not meet these requirements.

**MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
THE STATE OF WASHINGTON (STATE)
AND
THE ADULT FAMILY HOME COUNCIL (AFHC)**

In the 2019 legislative session, the legislature passed SSB 5672 establishing the Adult Family Home Training Network. The AFH Training network is a nonprofit organization established by the exclusive bargaining representative of adult family homes designated under RCW 41.56.029 with the capacity to provide training, workforce development, and other services to adult family homes. SSB 5672 directs the Adult Family Home Council and Department of Social and Health Services to negotiate a memorandum of understanding to provide for contributions to the AFH Training Network. These contributions must be provided to the Adult Family Home Training Network through a vendor contract executed by the department. Pursuant to SSB 5672, the State and the AFHC have agreed to modify Article 8 and Appendix B and C.

ARTICLE 8 TRAINING AND HEALTH CARE

8.1 Adult Family Home Administrator Training class

A. The State shall require the trainer for the Adult Family Home (AFH) Administrator Training class to notify the AFHC when classes are scheduled and grant access, not to exceed forty-five (45) minutes, at the AFH Administrator Training class. Adequate notice shall be fourteen (14) working days. In addition, the State will provide the AFHC with a list of any contracted community colleges that will provide the AFH Administrator Training class. Regular class schedules as published by the community college, including on-line schedules, shall serve as notification to the AFHC for these classes. The AFHC presentation topics will be limited to the following: AFHC organization, adult family home providers' representation status and benefits and adult family home provider advanced and additional training opportunities. The AFHC may issue a certificate to those who complete the forty-five (45) minute orientation.

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

C. The parties recognize that one-dollar and forty-seven cents (\$1.47) per client per day will be added to the Base Daily Rates reflected in Article 7, Payment, for the period of July 1, 2019 through December 31, 2019.

The parties recognize that one-dollar and twenty-four cents (\$1.24) per client per day will be added to the Base Daily Rates reflected in Article 7 Payment, for classifications A through D medium-high January 1, 2020 to June 30, 2021.

The parties recognize that one-dollar and forty-seven cents (\$1.47) per client per day will be added to the Base Daily Rates reflected in Article 7 Payment, for classifications D high through E for the period of January 1, 2020 through June 30, 2020.

Payment This payment is intended to cover the costs of time spent in training and the costs of tuition for core basic, continuing education, and training required to qualify a provider, as required under WAC 388-112A for providers in adult family homes. The parties recognize that one-dollar and twenty-four cents (\$1.24) per client per day will be added to the Base Daily Rates reflected in Article 7 Payment, for classifications D high through E July 1, 2020 to June 30, 2021.

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

D. Starting January 1, 2020 through June 30, 2021, classifications A through D medium-high will have twenty-three cents (\$0.23) per client per bed day contributed to the Adult Family Home Training Network. The “AFH Client Bed Days Paid by Service Month Report” as defined in the vendor contract will be used to calculate the amount owed to the Adult Family Home Training Network for work completed for each specific calendar month. The report will be provided by the State after the end of each calendar month. The amount calculated by the report following a time period defined by the vendor contract is the final amount that will be paid by the State to the Adult Family Home Training Network for that specific calendar month.

Starting July 1, 2020 through June 30, 2021, classifications D high through E will have twenty-three cents (\$0.23) per client per bed day paid contributed to the Adult Family Home Training Network. The “AFH Client Bed Days Paid by Service Month Report” as defined in the vendor contract will be used to calculate the amount owed to the Adult Family Home Training Network for work completed for each specific calendar month. The report will be provided by the State after the end of each calendar month. The amount calculated by the report following a time period defined by the vendor contract is the final amount that will be paid by the State to the Adult Family Home Training Network for that specific calendar month.

E. The Adult Family Home Council will develop and distribute to all bargaining unit members a written communication, through email or regular mail, regarding the establishment of the AFH Training Network and this MOU. The communication will include information about how the training benefit is modified to fund the network, when these adjustments will take place and a reference to Article 8 and appendices of the CBA for specific details. The communication must be distributed to all bargaining unit members no later than December 13, 2019. The Adult Family Home Council will provide documentation to the department demonstrating that this communication has been distributed to all bargaining unit members.

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

APPENDIX B

JANUARY 1, 2020AL TSAADULT FAMILY HOME

RATES, TRAINING AND HEALTHCARE BENEFITS FOR CLIENTS ASSESSED WITH CARE

Service Area	King County	**Metropolitan Counties	***Non-Metropolitan Counties
Classification	AFHC Daily Rate	AFHC Daily Rate	AFHC Daily Rate
A Low (1)	\$83.56 83.33	\$81.10 80.87	\$78.64 78.41
A Med (2)	\$86.78 86.55	\$84.16 83.93	\$81.55 81.32
A High (3)	\$94.27 94.04	\$91.29 91.06	\$88.31 88.08
B Low (4)	\$85.23 85.00	\$82.68 82.45	\$80.14 79.91
B Med (5)	\$92.61 92.38	\$89.71 89.48	\$86.81 86.58
B Med H (6)	\$100.43 100.20	\$97.15 96.92	\$93.88 93.65
B High (7)	\$103.32 103.09	\$99.90 99.67	\$96.49 96.26
C Low (8)	\$94.05 93.82	\$91.08 90.85	\$88.11 87.88
C Med (9)	\$108.26 108.03	\$104.60 104.37	\$100.94 100.71
C Med H (10)	\$110.70 110.47	\$106.93 106.70	\$103.15 102.92
C High (11)	\$113.26 113.03	\$109.36 109.13	\$105.46 105.23
D Low (12)	\$100.32 100.09	\$97.05 96.82	\$93.78 93.55
D Med (13)	\$110.48 110.25	\$106.72 106.49	\$102.95 102.72
D Med H (14)	\$126.11 125.88	\$121.59 121.36	\$117.07 116.84
D High (15)	\$135.29	\$131.08	\$124.26
E Med (16)	\$162.20	\$156.71	\$148.48
E High (17)	\$189.14	\$182.33	\$172.71

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

**APPENDIX C
JULY 1, 2020AL TSAADULT FAMILY HOME DAILY**

RATES, TRAINING AND HEALTHCARE BENEFITS FOR CLIENTS ASSESSED WITH CARE

Service Area	King County	**Metropolitan Counties	***Non-Metropolitan Counties
Classification	AFHC Daily Rate	AFHC Daily Rate	AFHC Daily Rate
A Low (1)	\$85.47 85.24	\$82.98 82.75	\$80.48 80.25
A Med (2)	\$88.79 88.56	\$86.14 85.91	\$83.48 83.25
A High (3)	\$96.51 96.28	\$93.49 93.26	\$90.47 90.24
B Low (4)	\$87.19 86.96	\$84.61 84.38	\$82.03 81.80
B Med (5)	\$94.79 94.56	\$91.85 91.62	\$88.91 88.68
B Med H (6)	\$102.85 102.62	\$99.53 99.30	\$96.21 95.98
B High (7)	\$105.83 105.60	\$102.36 102.13	\$98.90 98.67
C Low (8)	\$96.28 96.05	\$93.27 93.04	\$90.26 90.03
C Med (9)	\$110.91 110.68	\$107.21 106.98	\$103.50 103.27

C Med H (10)	\$113.43 113.20	\$109.60 109.37	\$105.78 105.55
C High (11)	\$116.06 115.83	\$112.11 111.88	\$108.16 107.93
D Low (12)	\$102.74 102.51	\$99.42 99.19	\$96.10 95.87
D Med (13)	\$113.20 112.97	\$109.39 109.16	\$105.57 105.34
D Med H (14)	\$129.30 129.07	\$124.72 124.49	\$120.13 119.90
D High (15)	\$136.74 136.51	\$131.80 131.57	\$126.86 126.63
E Med (16)	\$165.35 165.12	\$159.75 159.52	\$151.35 151.12
E High (17)	\$192.82 192.59	\$185.88 186.65	\$176.07 175.84

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

For the Employer:

/s/

Ann Green, Labor
Relations Manager
OFM/SHR/LRS

11/27/19

Date

For the Council:

/s/

John Ficker, Executive
Director
Adult Family Home
Council

11/27/19

Date

Appendix 3 Long Term Care Foundation Short-Term Vendor (Services) Contract

 <p>Washington State Department of Social & Health Services <i>Transforming lives</i></p>		<p>SERVICES CONTRACT</p> <p>Adult Family Home Training Network</p>		DSHS Contract Number: 2036-65212 Resulting From Procurement Number:	
This Contract is between the state of Washington Department of Social and Health Services (DSHS) and the Contractor identified below, and is governed by chapter 39.26 RCW.				Program Contract Number: Contractor Contract Number:	
CONTRACTOR NAME The Long Term Care Foundation			CONTRACTOR doing business as (DBA)		
CONTRACTOR ADDRESS 523 Pear Street SE Olympia, WA 98501		WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI) 604-365-754		DSHS INDEX NUMBER 223858	
CONTRACTOR CONTACT Bob Le Roy	CONTRACTOR TELEPHONE (360) 764-7233	CONTRACTOR FAX (360) 943-6653	CONTRACTOR E-MAIL ADDRESS bob@lctcfa.org		
DSHS ADMINISTRATION Aging & Long Term Support Admin	DSHS DIVISION Management Services		DSHS CONTRACT CODE 1000PC-36		
DSHS CONTACT NAME AND TITLE April Hassett Contracts Administrator		DSHS CONTACT ADDRESS PO Box 45600 Olympia, WA 98504-5600			
DSHS CONTACT TELEPHONE (360) 725-2387	DSHS CONTACT FAX (360) 725-2639		DSHS CONTACT E-MAIL ADDRESS april.hassett@dshs.wa.gov		
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT? No		CFDA NUMBER(S)			
CONTRACT START DATE 01/01/2020	CONTRACT END DATE 06/30/2020	CONTRACT MAXIMUM AMOUNT \$250,000.00			
<p>EXHIBITS. The following Exhibits are attached and are incorporated into this Contract by reference:</p> <p>Exhibits (specify): No Data Security Exhibit Exhibit A, Deliverables Schedule and Pricing; Exhibit B, AFH Client Bed Days Paid by Service Month Report</p> <p>No Exhibits.</p>					
The terms and conditions of this Contract are an integration and representation of the final, entire and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise, regarding the subject matter of this Contract. The parties signing below represent that they have read and understand this Contract, and have the authority to execute this Contract. This Contract shall be binding on DSHS only upon signature by DSHS.					
CONTRACTOR SIGNATURE		PRINTED NAME AND TITLE		DATE SIGNED	
DSHS SIGNATURE		PRINTED NAME AND TITLE		DATE SIGNED	

Definitions. The words and phrases listed below, as used in this Contract, shall each have the following definitions:

- a. "Central Contracts and Legal Services" means the DSHS central headquarters contracting office, or successor section or office.
- b. "Confidential Information" or "Data" means information that is exempt from disclosure to the public or other unauthorized persons under RCW 42.56 or other federal or state laws. Confidential Information includes, but is not limited to, Personal Information.
- c. "Contract" or "Agreement" means the entire written agreement between DSHS and the Contractor, including any Exhibits, documents, or materials incorporated by reference. The parties may execute this contract in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- d. "CCLS Chief" means the manager, or successor, of Central Contracts and Legal Services or successor section or office.
- e. "Contractor" means the individual or entity performing services pursuant to this Contract and includes the Contractor's owners, members, officers, directors, partners, employees, and/or agents, unless otherwise stated in this Contract. For purposes of any permitted Subcontract, "Contractor" includes any Subcontractor and its owners, members, officers, directors, partners, employees, and/or agents.
- f. "Debarment" means an action taken by a Federal agency or official to exclude a person or business entity from participating in transactions involving certain federal funds.
- g. "DSHS" or the "Department" means the state of Washington Department of Social and Health Services and its employees and authorized agents.
- h. "Encrypt" means to encode Confidential Information into a format that can only be read by those possessing a "key;" a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 256 bits for symmetric keys, or 2048 bits for asymmetric keys. When a symmetric key is used, the Advanced Encryption Standard (AES) must be used if available.
- i. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, Social Security Numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- j. "Physically Secure" means that access is restricted through physical means to authorized individuals only.
- k. "Program Agreement" means an agreement between the Contractor and DSHS containing special terms and conditions, including a statement of work to be performed by the Contractor and payment to be made by DSHS.
- l. "RCW" means the Revised Code of Washington. All references in this Contract to RCW chapters or sections shall include any successor, amended, or replacement statute. Pertinent RCW chapters can be accessed at <http://apps.leg.wa.gov/rcw/>.
- m. "Regulation" means any federal, state, or local regulation, rule, or ordinance.
- n. "Secured Area" means an area to which only authorized representatives of the entity possessing the Confidential Information have access. Secured Areas may include buildings, rooms or locked storage containers (such as a filing cabinet) within a room, as long as access to the Confidential Information is not available to unauthorized personnel.

- o. "Subcontract" means any separate agreement or contract between the Contractor and an individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Contract.
- p. "Tracking" means a record keeping system that identifies when the sender begins delivery of Confidential Information to the authorized and intended recipient, and when the sender receives confirmation of delivery from the authorized and intended recipient of Confidential Information.
- q. "Trusted Systems" include only the following methods of physical delivery: (1) hand-delivery by a person authorized to have access to the Confidential Information with written acknowledgement of receipt; (2) United States Postal Service ("USPS") first class mail, or USPS delivery services that include Tracking, such as Certified Mail, Express Mail or Registered Mail; (3) commercial delivery services (e.g. FedEx, UPS, DHL) which offer tracking and receipt confirmation; and (4) the Washington State Campus mail system. For electronic transmission, the Washington State Governmental Network (SGN) is a Trusted System for communications within that Network.
- r. "WAC" means the Washington Administrative Code. All references in this Contract to WAC chapters or sections shall include any successor, amended, or replacement regulation. Pertinent WAC chapters or sections can be accessed at <http://apps.leg.wa.gov/wac/>.

1. **Amendment.** This Contract may only be modified by a written amendment signed by both parties. Only personnel authorized to bind each of the parties may sign an amendment.
2. **Assignment.** The Contractor shall not assign this Contract or any Program Agreement to a third party without the prior written consent of DSHS.
3. **Billing Limitations.** DSHS shall pay the Contractor only for authorized services provided in accordance with this Contract.

DSHS shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were performed.

The Contractor shall not bill and DSHS shall not pay for services performed under this Contract, if the Contractor has charged or will charge another agency of the state of Washington or any other party for the same services.

4. **Compliance with Applicable Law.** At all times during the term of this Contract, the Contractor shall comply with all applicable federal, state, and local laws and regulations, including but not limited to, nondiscrimination laws and regulations.
5. **Confidentiality.**
 - a. The Contractor shall not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this Contract for any purpose that is not directly connected with Contractor's performance of the services contemplated hereunder, except:
 - (1) as provided by law; or,
 - (2) in the case of Personal Information, with the prior written consent of the person or personal representative of the person who is the subject of the Personal Information.

- b. The Contractor shall protect and maintain all Confidential Information gained by reason of this Contract against unauthorized use, access, disclosure, modification or loss. This duty requires the Contractor to employ reasonable security measures, which include restricting access to the Confidential Information by:
 - (1) Allowing access only to staff that have an authorized business requirement to view the Confidential Information.
 - (2) Physically Securing any computers, documents, or other media containing the Confidential Information.
 - (3) Ensure the security of Confidential Information transmitted via fax (facsimile) by:
 - (a) *Verifying the recipient phone number to prevent accidental transmittal of Confidential Information to unauthorized persons.*
 - (b) *Communicating with the intended recipient before transmission to ensure that the fax will be received only by an authorized person.*
 - (c) *Verifying after transmittal that the fax was received by the intended recipient.*
 - (4) When transporting six (6) or more records containing Confidential Information, outside a Secured Area, do one or more of the following as appropriate:
 - (a) *Use a Trusted System.*
 - (b) *Encrypt the Confidential Information, including:*
 - i. Encrypting email and/or email attachments which contain the Confidential Information.
 - ii. Encrypting Confidential Information when it is stored on portable devices or media, including but not limited to laptop computers and flash memory devices.

Note: If the DSHS Data Security Requirements Exhibit is attached to this contract, this item, 6.b.(4), is superseded by the language contained in the Exhibit.
 - (5) Send paper documents containing Confidential Information via a Trusted System.
 - (6) Following the requirements of the DSHS Data Security Requirements Exhibit, if attached to this contract.
- c. Upon request by DSHS, at the end of the Contract term, or when no longer needed, Confidential Information shall be returned to DSHS or Contractor shall certify in writing that they employed a DSHS approved method to destroy the information. Contractor may obtain information regarding approved destruction methods from the DSHS contact identified on the cover page of this Contract.
- d. Paper documents with Confidential Information may be recycled through a contracted firm, provided the contract with the recycler specifies that the confidentiality of information will be protected, and the information destroyed through the recycling process. Paper documents containing Confidential Information requiring special handling (e.g. protected health information) must be destroyed on-site through shredding, pulping, or incineration.
- e. Notification of Compromise or Potential Compromise. The compromise or potential compromise of Confidential Information must be reported to the DSHS Contact designated on the contract within one (1) business day of discovery. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS.

- 7. Debarment Certification.** The Contractor, by signature to this Contract, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (Debarred). The Contractor also agrees to include the above requirement in any and all Subcontracts into which it enters. The Contractor shall immediately notify DSHS if, during the term of this Contract, Contractor becomes Debarred. DSHS may immediately terminate this Contract by providing Contractor written notice if Contractor becomes Debarred during the term hereof.
- 8. Governing Law and Venue.** This Contract shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought hereunder shall be in Superior Court for Thurston County.
- 9. Independent Contractor.** The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and his or her employees or agents performing under this Contract are not employees or agents of the Department. The Contractor, his or her employees, or agents performing under this Contract will not hold himself/herself out as, nor claim to be, an officer or employee of the Department by reason hereof, nor will the Contractor, his or her employees, or agent make any claim of right, privilege or benefit that would accrue to such officer or employee.
- 10. Inspection.** The Contractor shall, at no cost, provide DSHS and the Office of the State Auditor with reasonable access to Contractor's place of business, Contractor's records, and DSHS client records, wherever located. These inspection rights are intended to allow DSHS and the Office of the State Auditor to monitor, audit, and evaluate the Contractor's performance and compliance with applicable laws, regulations, and these Contract terms. These inspection rights shall survive for six (6) years following this Contract's termination or expiration.
- 11. Maintenance of Records.** The Contractor shall maintain records relating to this Contract and the performance of the services described herein. The records include, but are not limited to, accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. All records and other material relevant to this Contract shall be retained for six (6) years after expiration or termination of this Contract.

Without agreeing that litigation or claims are legally authorized, if any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

- 12. Order of Precedence.** In the event of any inconsistency or conflict between the General Terms and Conditions and the Special Terms and Conditions of this Contract or any Program Agreement, the inconsistency or conflict shall be resolved by giving precedence to these General Terms and Conditions. Terms or conditions that are more restrictive, specific, or particular than those contained in the General Terms and Conditions shall not be construed as being inconsistent or in conflict.

13. Severability. If any term or condition of this Contract is held invalid by any court, the remainder of the Contract remains valid and in full force and effect.

14. Survivability. The terms and conditions contained in this Contract or any Program Agreement which, by their sense and context, are intended to survive the expiration or termination of the particular agreement shall survive. Surviving terms include, but are not limited to: Billing Limitations; Confidentiality, Disputes; Indemnification and Hold Harmless, Inspection, Maintenance of Records, Notice of Overpayment, Ownership of Material, Termination for Default, Termination Procedure, and Treatment of Property.

15. Contract Renegotiation, Suspension, or Termination Due to Change in Funding.

If the funds DSHS relied upon to establish this Contract or Program Agreement are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, after the effective date of this contract but prior to the normal completion of this Contract or Program Agreement:

- a. At DSHS's discretion, the Contract or Program Agreement may be renegotiated under the revised funding conditions.
- b. At DSHS's discretion, DSHS may give notice to Contractor to suspend performance when DSHS determines that there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Contractor's performance to be resumed prior to the normal completion date of this contract.
 - (1) During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.
 - (2) When DSHS determines that the funding insufficiency is resolved, it will give Contractor written notice to resume performance. Upon the receipt of this notice, Contractor will provide written notice to DSHS informing DSHS whether it can resume performance and, if so, the date of resumption. For purposes of this subsection, "written notice" may include email.
 - (3) If the Contractor's proposed resumption date is not acceptable to DSHS and an acceptable date cannot be negotiated, DSHS may terminate the contract by giving written notice to Contractor. The parties agree that the Contract will be terminated retroactive to the date of the notice of suspension. DSHS shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the retroactive date of termination.
- c. DSHS may immediately terminate this Contract by providing written notice to the Contractor. The termination shall be effective on the date specified in the termination notice. DSHS shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. No penalty shall accrue to DSHS in the event the termination option in this section is exercised.

16. Waiver. Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Contract. Only the CCLS Chief or designee has the authority to waive any term or condition of this Contract on behalf of DSHS.

Additional General Terms and Conditions – Professional Service Contracts:

- 17. Advance Payment.** DSHS shall not make any payments in advance or anticipation of the delivery of services to be provided pursuant to this Contract.
- 18. Construction.** The language in this Contract shall be interpreted as to its fair meaning and not strictly for or against any party. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Contract.
- 19. Indemnification and Hold Harmless.**
- a. The Contractor shall be responsible for and shall indemnify, defend, and hold DSHS harmless from any and all claims, costs, charges, penalties, demands, losses, liabilities, damages, judgments, or fines, of whatsoever kind of nature, arising out of or relating to a) the Contractor's or any Subcontractor's performance or failure to perform this Contract, or b) the acts or omissions of the Contractor or any Subcontractor.
 - b. The Contractor's duty to indemnify, defend, and hold DSHS harmless from any and all claims, costs, charges, penalties, demands, losses, liabilities, damages, judgments, or fines shall include DSHS' personnel-related costs, reasonable attorney's fees, court costs, and all related expenses.
 - c. The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the State and its agencies, officials, agents, or employees.
 - d. Nothing in this term shall be construed as a modification or limitation on the Contractor's obligation to procure insurance in accordance with this Contract or the scope of said insurance.
- 20. Industrial Insurance Coverage.** The Contractor shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees, as may be required by law, Agency may collect from the Contractor the full amount payable to the Industrial Insurance accident fund. The Agency may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by the Agency under this contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.
- 21. Notice of Overpayment.** If the Contractor receives a vendor overpayment notice or a letter communicating the existence of an overpayment from DSHS, the Contractor may protest the overpayment determination by requesting an adjudicative proceeding. The Contractor's request for an adjudicative proceeding must:
- a. Be *received* by the Office of Financial Recovery (OFR) at Post Office Box 9501, Olympia, Washington 98507-9501, within twenty-eight (28) calendar days of service of the notice;
 - b. Be sent by certified mail (return receipt) or other manner that proves OFR received the request;
 - c. Include a statement as to why the Contractor thinks the notice is incorrect; and
 - d. Include a copy of the overpayment notice.

Timely and complete requests will be scheduled for a formal hearing by the Office of Administrative Hearings. The Contractor may be offered a pre-hearing or alternative dispute resolution conference in an attempt to resolve the overpayment dispute prior to the hearing.

Failure to provide OFR with a written request for a hearing within twenty-eight (28) days of service of a vendor overpayment notice or other overpayment letter will result in an overpayment debt against the Contractor. DSHS may charge the Contractor interest and any costs associated with the collection of this overpayment. DSHS may collect an overpayment debt through lien, foreclosure, seizure and sale of the Contractor's real or personal property; order to withhold and deliver; or any other collection action available to DSHS to satisfy the overpayment debt.

22. DES Filing Requirement. Under RCW 39.26, sole source contracts and amendments must be filed with the State of Washington Department of Enterprise Services (DES). If this Contract is one that must be filed, it shall not be effective nor shall work commence or payment be made until the tenth (10th) working day following the date of filing subject to DES approval. In the event DES fails to approve the Contract or any amendment hereto, the Contract or amendment shall be null and void.

23. Subcontracting. Except as otherwise provided in this Contract, the Contractor shall not subcontract any of the contracted services without the prior written approval of DSHS. Contractor is responsible to ensure that all terms, conditions, assurances and certifications set forth in this Contract are included in any and all Subcontracts. Any failure of Contractor or its Subcontractors to perform the obligations of this Contract shall not discharge the Contractor from its obligations hereunder or diminish DSHS' rights or remedies available under this Contract.

24. Subrecipients.

- a. General. If the Contractor is a subrecipient of federal awards as defined by 2 CFR Part 200 and this Agreement, the Contractor shall:
- (1) Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;
 - (2) Maintain internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;
 - (3) Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
 - (4) Incorporate 2 CFR Part 200, Subpart F audit requirements into all agreements between the Contractor and its Subcontractors who are subrecipients;
 - (5) Comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation; and
 - (6) Comply with the Omnibus Crime Control and Safe Streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E.

and G, and 28 C.F.R. Part 35 and 39. (Go to <https://ojp.gov/about/offices/ocr.htm> for additional information and access to the aforementioned Federal laws and regulations.)

- b. **Single Audit Act Compliance.** If the Contractor is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:
 - (1) Submit to the DSHS contact person the data collection form and reporting package specified in 2 CFR Part 200, Subpart F, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;
 - (2) Follow-up and develop corrective action for all audit findings; in accordance with 2 CFR Part 200, Subpart F; prepare a "Summary Schedule of Prior Audit Findings" reporting the status of all audit findings included in the prior audit's schedule of findings and questioned costs.
 - (3) **Overpayments.** If it is determined by DSHS, or during the course of a required audit, that the Contractor has been paid unallowable costs under this or any Program Agreement, DSHS may require the Contractor to reimburse DSHS in accordance with 2 CFR Part 200.

25. Termination for Convenience. DSHS may terminate this Contract in whole or in part when it is in the best interest of DSHS by giving the Contractor at least thirty (30) calendar days' written notice.

26. Termination for Default. The CCLS Chief may immediately terminate this Contract for default, in whole or in part, by written notice to the Contractor if DSHS has a reasonable basis to believe that the Contractor has:

- a. Failed to meet or maintain any requirement for contracting with DSHS;
- b. Failed to protect the health or safety of any DSHS client;
- c. Failed to perform under, or otherwise breached, any term or condition of this Contract; and/or
- d. Violated any applicable law or regulation.
- e. If it is later determined that the Contractor was not in default, the termination shall be considered a termination for convenience.

27. Termination or Expiration Procedure. The following terms and conditions apply upon Contract termination or expiration:

- a. The Contractor shall cease to perform any services required by this Contract as of the effective date of termination or expiration.
- b. If the Contract is terminated, the Contractor shall comply with all instructions contained in the termination notice.
- c. The Contractor shall immediately deliver to the DSHS contact named on page one of this Contract, or to his or her successor, all DSHS property in the Contractor's possession. The Contractor grants DSHS the right to enter upon the Contractor's premises for the sole purpose of recovering any DSHS property that the Contractor fails to return within ten (10) calendar days of the effective date of termination or expiration of this Contract. Upon failure to return DSHS property within ten (10) calendar days, the Contractor shall be charged with all reasonable costs of recovery, including transportation.

- d. DSHS shall be liable only for payment required under the terms of this Contract for service rendered up to the effective date of termination or expiration.
- e. DSHS may withhold a sum from the final payment to the Contractor that DSHS determines necessary to protect DSHS against loss or additional liability.
- f. The rights and remedies provided to DSHS in this Section are in addition to any other rights and remedies provided at law, in equity, and/or under this Contract, including consequential and incidental damages.

28. Treatment of Property. All property purchased or furnished by DSHS for use by the Contractor during this Contract term shall remain with DSHS. Title to all property purchased or furnished by the Contractor for which the Contractor is entitled to reimbursement by DSHS under this Contract shall pass to and vest in DSHS. The Contractor shall protect, maintain, and insure all DSHS property in its possession against loss or damage and shall return DSHS property to DSHS upon Contract termination or expiration.

29. Taxes.

- a. Where required by statute or regulation, Contractor shall pay for and maintain in current status all taxes that are necessary for Contract performance. DSHS will pay sales or use taxes, if any, imposed on the services and materials acquired hereunder. Contractor must pay all other taxes including without limitation Washington Business and Occupation Tax, other taxes based on Contractor's income or gross receipts, or personal property taxes levied or assessed on Contractor's personal property. DSHS, as an agency of Washington State government, is exempt from property tax.
- b. Contractor shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this Contract in accordance with the requirements of Title 82 RCW and Title 458 WAC. Out-of-state Contractors must contact the Department of Revenue to determine whether they meet criteria to register and establish an account with the Department of Revenue. Refer to WAC 458-20-101 (Tax registration and tax reporting) and call the Department of Revenue at 800-647-7706 for additional information. When out-of-state Contractors are not required to collect and remit sales tax, DSHS shall be responsible for paying use tax, if applicable, directly to the Department of Revenue.
- c. All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance, or other expenses for Contractor or Contractor's staff shall be Contractor's sole responsibility.

30. Mandatory Individual Arbitration and Class or Collective Action Waiver as a Condition of Employment.


- a. "Mandatory Individual Arbitration Clause" or "Class or Collective Action Waiver" means an arbitration clause or waiver in an employment contract which precludes Contractor's employees from resolving employment disputes with their employer through class or collective proceedings in federal court. Instead, employees must bring individualized arbitration proceedings against their employer to resolve any employment disputes.
- b. The Contractor, by signature to this Contract, certifies that the Contractor does not require Contractor's employees to agree to, as a condition of employment, a Mandatory Individual Arbitration Clause or Class or Collective Action Waiver.

- c. Contractor must notify DSHS within ten (10) business days if, during the term of this Contract, Contractor requires Contractor's employees to agree to, as a condition of employment, a Mandatory Individual Arbitration Clause or Class or Collective Action Waiver.
- d. If Contractor, during the term of this contract, requires Contractor's employees to agree to, as a condition of employment, a Mandatory Individual Arbitration Clause or Class or Collective Action Waiver, DSHS reserves the right to terminate this contract, per the General Terms and Conditions Section regarding Termination for Convenience.

Special Terms and Conditions
Exhibit A

Business Requirement for AFH Client Bed Days Paid by Service Month Report
Data feed is refreshed monthly, organized by Month of Service (one MOS per month per file), and deployed to an internal file location and an SFTP folder. This means a single MOS record can reflect more than one Month of Payment (MOP).
Data feed shows a list of AFHC bargaining unit members who received payment in ProviderOne, along with Bed Days Paid and the amount to be paid to the AFHC Training Network.
Only AFHC providers with paid claims appear in the data feed.
Data feed includes providers with DDA or LTC clients.
<p>Each data file for a given MOS will be deployed twice: once on the last day of the MOS, then again 90 days later.</p> <p>Example: report from Jan 2020 is deployed the first time on 1/31/2020, then again on 4/30/2020.</p> <p>Business reason is so AFHC staff can bill the amount they get paid for a month as soon as the month is over (first report), then reconcile for the actual amount (second report).</p>
Multiply number of client bed days paid by \$0.23 to get the AFHC Training Network Amount.
<p>Selection Criteria: Exclude providers with clients who have the following CARE classifications:</p> <ul style="list-style-type: none"> • D High. • E Med. • E High. <p>NOTE: Starting July 2020, this filter will likely be removed, but business will have to confirm.</p>

Appendix 4 Long Term Care Foundation Long Term Vendor Contract

 <p>Washington State Department of Social & Health Services <i>Transforming lives</i></p>	<p>SERVICES CONTRACT</p> <p>Adult Family Home Training Network</p>	<p>DSHS Contract Number: 2036-86839 Resulting From Procurement Number:</p>
	<p>This Contract is between the state of Washington Department of Social and Health Services (DSHS) and the Contractor identified below, and is governed by chapter 39.26 RCW.</p>	<p>Program Contract Number: Contractor Contract Number:</p>
<p>CONTRACTOR NAME The Long Term Care Foundation</p>		<p>CONTRACTOR doing business as (DBA)</p>

<p>CONTRACTOR ADDRESS 523 Pear Street SE Olympia, WA 98501</p>		<p>WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI) 604-365-754</p>	<p>DSHS INDEX NUMBER 223858</p>
<p>CONTRACTOR CONTACT Bob Le Roy</p>	<p>CONTRACTOR TELEPHONE (360) 764-7233</p>	<p>CONTRACTOR FAX (360) 943-6653</p>	<p>CONTRACTOR E-MAIL ADDRESS bob@lctcfa.org</p>
<p>DSHS ADMINISTRATION Aging & Long Term Support Admin</p>	<p>DSHS DIVISION Management Services Division</p>	<p>DSHS CONTRACT CODE 1000PC-36</p>	
<p>DSHS CONTACT NAME AND TITLE April Hassett Contracts Administrator</p>		<p>DSHS CONTACT ADDRESS PO Box 45600 Olympia, WA 98504-5600</p>	
<p>DSHS CONTACT TELEPHONE (360) 725-2387</p>	<p>DSHS CONTACT FAX (360)407-0369</p>	<p>DSHS CONTACT E-MAIL ADDRESS april.hassett@dshs.wa.gov</p>	
<p>IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT? No</p>		<p>CFDA NUMBER(S)</p>	

<p>CONTRACT START DATE class=WordSection2> 07/01/2020</p>	<p>CONTRACT END DATE 06/30/2021</p>	<p>CONTRACT MAXIMUM AMOUNT \$695,000.00</p>
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EXHIBITS. The following Exhibits are attached and are incorporated into this Contract by reference:
Exhibits (specify): No Data Security Exhibit Exhibit A, Deliverables Schedule; Exhibit B, Business Requirement for AFH Client Bed Days Paid by Service Month Report
No Exhibits.

The terms and conditions of this Contract are an integration and representation of the final, entire and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise, regarding the subject matter of this Contract. The parties signing below represent that they have read and understand this Contract, and have the authority to execute this Contract. This Contract shall be binding on DSHS only upon signature by DSHS.

<p>CONTRACTOR SIGNATURE</p>	<p>PRINTED NAME AND TITLE</p>	<p>DATE SIGNED</p>
<p>DSHS SIGNATURE</p>	<p>PRINTED NAME AND TITLE</p>	<p>DATE SIGNED</p>

- 1. Definitions.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:
- a. “Central Contracts and Legal Services” means the DSHS central headquarters contracting office, or successor section or office.
 - b. “Confidential Information” or “Data” means information that is exempt from disclosure to the public or other unauthorized persons under RCW 42.56 or other federal or state laws. Confidential Information includes, but is not limited to, Personal Information.
 - c. “Contract” or “Agreement” means the entire written agreement between DSHS and the Contractor, including any Exhibits, documents, or materials incorporated by reference. The parties may execute this contract in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
 - d. “CCLS Chief” means the manager, or successor, of Central Contracts and Legal Services or successor section or office.
 - e. “Contractor” means the individual or entity performing services pursuant to this Contract and includes the Contractor’s owners, members, officers, directors, partners, employees, and/or agents, unless otherwise stated in this Contract. For purposes of any permitted Subcontract, “Contractor” includes any Subcontractor and its owners, members, officers, directors, partners, employees, and/or agents.
 - f. “Debarment” means an action taken by a Federal agency or official to exclude a person or business entity from participating in transactions involving certain federal funds.
 - g. “DSHS” or the “Department” means the state of Washington Department of Social and Health Services and its employees and authorized agents.
 - h. “Encrypt” means to encode Confidential Information into a format that can only be read by those possessing a “key;” a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 256 bits for symmetric keys, or 2048 bits for asymmetric keys. When a symmetric key is used, the Advanced Encryption Standard (AES) must be used if available.
 - i. “Personal Information” means information identifiable to any person, including, but not limited to, information that relates to a person’s name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, Social Security Numbers, driver license numbers, other identifying numbers, and any financial identifiers.
 - j. “Physically Secure” means that access is restricted through physical means to authorized individuals only.
 - k. “Program Agreement” means an agreement between the Contractor and DSHS containing special terms and conditions, including a statement of work to be performed by the Contractor and payment to be made by DSHS.
 - l. “RCW” means the Revised Code of Washington. All references in this Contract to RCW chapters or sections shall include any successor, amended, or replacement statute. Pertinent RCW chapters can be accessed at <http://apps.leg.wa.gov/rcw/>.
 - m. “Regulation” means any federal, state, or local regulation, rule, or ordinance.

- n. "Secured Area" means an area to which only authorized representatives of the entity possessing the Confidential Information have access. Secured Areas may include buildings, rooms or locked storage containers (such as a filing cabinet) within a room, as long as access to the Confidential Information is not available to unauthorized personnel.
 - o. "Subcontract" means any separate agreement or contract between the Contractor and an individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Contract.
 - p. "Tracking" means a record keeping system that identifies when the sender begins delivery of Confidential Information to the authorized and intended recipient, and when the sender receives confirmation of delivery from the authorized and intended recipient of Confidential Information.
 - q. "Trusted Systems" include only the following methods of physical delivery: (1) hand-delivery by a person authorized to have access to the Confidential Information with written acknowledgement of receipt; (2) United States Postal Service ("USPS") first class mail, or USPS delivery services that include Tracking, such as Certified Mail, Express Mail or Registered Mail; (3) commercial delivery services (e.g. FedEx, UPS, DHL) which offer tracking and receipt confirmation; and (4) the Washington State Campus mail system. For electronic transmission, the Washington State Governmental Network (SGN) is a Trusted System for communications within that Network.
 - r. "WAC" means the Washington Administrative Code. All references in this Contract to WAC chapters or sections shall include any successor, amended, or replacement regulation. Pertinent WAC chapters or sections can be accessed at <http://apps.leg.wa.gov/wac/>.
2. **Amendment.** This Contract may only be modified by a written amendment signed by both parties. Only personnel authorized to bind each of the parties may sign an amendment.
 3. **Assignment.** The Contractor shall not assign this Contract or any Program Agreement to a third party without the prior written consent of DSHS.
 4. **Billing Limitations.**
 - a. DSHS shall pay the Contractor only for authorized services provided in accordance with this Contract.
 - b. DSHS shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were performed.
 - c. The Contractor shall not bill and DSHS shall not pay for services performed under this Contract, if the Contractor has charged or will charge another agency of the state of Washington or any other party for the same services.
 5. **Compliance with Applicable Law.** At all times during the term of this Contract, the Contractor shall comply with all applicable federal, state, and local laws and regulations, including but not limited to, nondiscrimination laws and regulations.
 6. **Confidentiality.**

- a. The Contractor shall not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this Contract for any purpose that is not directly connected with Contractor's performance of the services contemplated hereunder, except:
 - (1) as provided by law; or,
 - (2) in the case of Personal Information, with the prior written consent of the person or personal representative of the person who is the subject of the Personal Information.
- b. The Contractor shall protect and maintain all Confidential Information gained by reason of this Contract against unauthorized use, access, disclosure, modification or loss. This duty requires the Contractor to employ reasonable security measures, which include restricting access to the Confidential Information by:
 - (1) Allowing access only to staff that have an authorized business requirement to view the Confidential Information.
 - (2) Physically Securing any computers, documents, or other media containing the Confidential Information.
 - (3) Ensure the security of Confidential Information transmitted via fax (facsimile) by:
 - (a) *Verifying the recipient phone number to prevent accidental transmittal of Confidential Information to unauthorized persons.*
 - (b) *Communicating with the intended recipient before transmission to ensure that the fax will be received only by an authorized person.*
 - (c) *Verifying after transmittal that the fax was received by the intended recipient.*
 - (4) When transporting six (6) or more records containing Confidential Information, outside a Secured Area, do one or more of the following as appropriate:
 - (a) *Use a Trusted System.*
 - (b) *Encrypt the Confidential Information, including:*
 - i. *Encrypting email and/or email attachments which contain the Confidential Information.*
 - ii. *Encrypting Confidential Information when it is stored on portable devices or media, including but not limited to laptop computers and flash memory devices.*

Note: If the DSHS Data Security Requirements Exhibit is attached to this contract, this item, 6.b.(4), is superseded by the language contained in the Exhibit.
 - (5) Send paper documents containing Confidential Information via a Trusted System.
 - (6) Following the requirements of the DSHS Data Security Requirements Exhibit, if attached to this contract.
 - (c) Upon request by DSHS, at the end of the Contract term, or when no longer needed, Confidential Information shall be returned to DSHS or Contractor shall certify in writing that they employed a DSHS approved method to destroy the information. Contractor may obtain information regarding approved destruction methods from the DSHS contact identified on the cover page of this Contract.

- (d) Paper documents with Confidential Information may be recycled through a contracted firm, provided the contract with the recycler specifies that the confidentiality of information will be protected, and the information destroyed through the recycling process. Paper documents containing Confidential Information requiring special handling (e.g. protected health information) must be destroyed on-site through shredding, pulping, or incineration.
- (e) Notification of Compromise or Potential Compromise. The compromise or potential compromise of Confidential Information must be reported to the DSHS Contact designated on the contract within one (1) business day of discovery. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS.

7. Debarment Certification. The Contractor, by signature to this Contract, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (Debarred). The Contractor also agrees to include the above requirement in any and all Subcontracts into which it enters. The Contractor shall immediately notify DSHS if, during the term of this Contract, Contractor becomes Debarred. DSHS may immediately terminate this Contract by providing Contractor written notice if Contractor becomes Debarred during the term hereof.

8. Governing Law and Venue. This Contract shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought hereunder shall be in Superior Court for Thurston County.

9. Independent Contractor. The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and his or her employees or agents performing under this Contract are not employees or agents of the Department. The Contractor, his or her employees, or agents performing under this Contract will not hold himself/herself out as, nor claim to be, an officer or employee of the Department by reason hereof, nor will the Contractor, his or her employees, or agent make any claim of right, privilege or benefit that would accrue to such officer or employee.

10. Inspection. The Contractor shall, at no cost, provide DSHS and the Office of the State Auditor with reasonable access to Contractor's place of business, Contractor's records, and DSHS client records, wherever located. These inspection rights are intended to allow DSHS and the Office of the State Auditor to monitor, audit, and evaluate the Contractor's performance and compliance with applicable laws, regulations, and these Contract terms. These inspection rights shall survive for six (6) years following this Contract's termination or expiration.

11. Maintenance of Records. The Contractor shall maintain records relating to this Contract and the performance of the services described herein. The records include, but are not limited to, accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. All records and other material relevant to this Contract shall be retained for six (6) years after expiration or termination of this Contract. Without agreeing that litigation or claims are legally authorized, if any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

12. Order of Precedence. In the event of any inconsistency or conflict between the General Terms and Conditions and the Special Terms and Conditions of this Contract or any Program Agreement, the inconsistency or conflict shall be resolved by giving precedence to these General Terms and Conditions. Terms or conditions that are more restrictive, specific, or particular than those contained in the General Terms and Conditions shall not be construed as being inconsistent or in conflict.

13. Severability. If any term or condition of this Contract is held invalid by any court, the remainder of the Contract remains valid and in full force and effect.

14. Survivability. The terms and conditions contained in this Contract or any Program Agreement which, by their sense and context, are intended to survive the expiration or termination of the particular agreement shall survive. Surviving terms include, but are not limited to: Billing Limitations; Confidentiality, Disputes; Indemnification and Hold Harmless, Inspection, Maintenance of Records, Notice of Overpayment, Ownership of Material, Termination for Default, Termination Procedure, and Treatment of Property.

15. Contract Renegotiation, Suspension, or Termination Due to Change in Funding.

If the funds DSHS relied upon to establish this Contract or Program Agreement are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, after the effective date of this contract but prior to the normal completion of this Contract or Program Agreement:

- a. At DSHS's discretion, the Contract or Program Agreement may be renegotiated under the revised funding conditions.
- b. At DSHS's discretion, DSHS may give notice to Contractor to suspend performance when DSHS determines that there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Contractor's performance to be resumed prior to the normal completion date of this contract.
 - (1) During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.
 - (2) When DSHS determines that the funding insufficiency is resolved, it will give Contractor written notice to resume performance. Upon the receipt of this notice, Contractor will provide written notice to DSHS informing DSHS whether it can resume performance and, if so, the date of resumption. For purposes of this subsection, "written notice" may include email.
 - (3) If the Contractor's proposed resumption date is not acceptable to DSHS and an acceptable date cannot be negotiated, DSHS may terminate the contract by giving written notice to Contractor. The parties agree that the Contract will be terminated retroactive to the date of the notice of suspension. DSHS shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the retroactive date of termination.
- c. DSHS may immediately terminate this Contract by providing written notice to the Contractor. The termination shall be effective on the date specified in the termination notice. DSHS shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. No penalty shall accrue to DSHS in the event the termination option in this section is exercised.

16. Waiver. Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Contract. Only the CCLS Chief or

designee has the authority to waive any term or condition of this Contract on behalf of DSHS.

Additional General Terms and Conditions – Professional Service Contracts:

17. Advance Payment. DSHS shall not make any payments in advance or anticipation of the delivery of services to be provided pursuant to this Contract.

18. Construction. The language in this Contract shall be interpreted as to its fair meaning and not strictly for or against any party. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Contract.

19. Indemnification and Hold Harmless.

- a. The Contractor shall be responsible for and shall indemnify, defend, and hold DSHS harmless from any and all claims, costs, charges, penalties, demands, losses, liabilities, damages, judgments, or fines, of whatsoever kind of nature, arising out of or relating to a) the Contractor's or any Subcontractor's performance or failure to perform this Contract, or b) the acts or omissions of the Contractor or any Subcontractor.
- b. The Contractor's duty to indemnify, defend, and hold DSHS harmless from any and all claims, costs, charges, penalties, demands, losses, liabilities, damages, judgments, or fines shall include DSHS' personnel-related costs, reasonable attorney's fees, court costs, and all related expenses.
- c. The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the State and its agencies, officials, agents, or employees.
- d. Nothing in this term shall be construed as a modification or limitation on the Contractor's obligation to procure insurance in accordance with this Contract or the scope of said insurance.

20. Industrial Insurance Coverage. The Contractor shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees, as may be required by law, Agency may collect from the Contractor the full amount payable to the Industrial Insurance accident fund. The Agency may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by the Agency under this contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

21. Notice of Overpayment. If the Contractor receives a vendor overpayment notice or a letter communicating the existence of an overpayment from DSHS, the Contractor may protest the overpayment determination by requesting an adjudicative proceeding. The Contractor's request for an adjudicative proceeding must:

- a. Be *received* by the Office of Financial Recovery (OFR) at Post Office Box 9501, Olympia, Washington 98507-9501, within twenty-eight (28) calendar days of service of the notice;
- b. Be sent by certified mail (return receipt) or other manner that proves OFR received the request;
- c. Include a statement as to why the Contractor thinks the notice is incorrect; and
- d. Include a copy of the overpayment notice.

Timely and complete requests will be scheduled for a formal hearing by the Office of Administrative Hearings. The Contractor may be offered a pre-hearing or alternative dispute resolution conference in an attempt to resolve the overpayment dispute prior to the hearing.

Failure to provide OFR with a written request for a hearing within twenty-eight (28) days of service of a vendor overpayment notice or other overpayment letter will result in an overpayment debt against the Contractor. DSHS may charge the Contractor interest and any costs associated with the collection of this overpayment. DSHS may collect an overpayment debt through lien, foreclosure, seizure and sale of the Contractor's real or personal property; order to withhold and deliver; or any other collection action available to DSHS to satisfy the overpayment debt.

22. DES Filing Requirement. Under RCW 39.26, sole source contracts and amendments must be filed with the State of Washington Department of Enterprise Services (DES). If this Contract is one that must be filed, it shall not be effective nor shall work commence or payment be made until the tenth (10th) working day following the date of filing subject to DES approval. In the event DES fails to approve the Contract or any amendment hereto, the Contract or amendment shall be null and void.

23. Subcontracting. Except as otherwise provided in this Contract, the Contractor shall not subcontract any of the contracted services without the prior written approval of DSHS. Contractor is responsible to ensure that all terms, conditions, assurances and certifications set forth in this Contract are included in any and all Subcontracts. Any failure of Contractor or its Subcontractors to perform the obligations of this Contract shall not discharge the Contractor from its obligations hereunder or diminish DSHS' rights or remedies available under this Contract.

24. Subrecipients.

- a. General. If the Contractor is a subrecipient of federal awards as defined by 2 CFR Part 200 and this Agreement, the Contractor shall:
 - (1) Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;
 - (2) Maintain internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;

- (3) Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
 - (4) Incorporate 2 CFR Part 200, Subpart F audit requirements into all agreements between the Contractor and its Subcontractors who are subrecipients;
 - (5) Comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation; and
 - (6) Comply with the Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39. (Go to <https://ojp.gov/about/offices/ocr.htm> for additional information and access to the aforementioned Federal laws and regulations.)
- b. Single Audit Act Compliance.** If the Contractor is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:
- (1) Submit to the DSHS contact person the data collection form and reporting package specified in 2 CFR Part 200, Subpart F, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;
 - (2) Follow-up and develop corrective action for all audit findings; in accordance with 2 CFR Part 200, Subpart F; prepare a "Summary Schedule of Prior Audit Findings" reporting the status of all audit findings included in the prior audit's schedule of findings and questioned costs.
- c. Overpayments.** If it is determined by DSHS, or during the course of a required audit, that the Contractor has been paid unallowable costs under this or any Program Agreement, DSHS may require the Contractor to reimburse DSHS in accordance with 2 CFR Part 200.

25. Termination for Convenience. DSHS may terminate this Contract in whole or in part when it is in the best interest of DSHS by giving the Contractor at least thirty (30) calendar days' written notice.

26. Termination for Default. The CCLS Chief may immediately terminate this Contract for default, in whole or in part, by written notice to the Contractor if DSHS has a reasonable basis to believe that the Contractor has:

- a. Failed to meet or maintain any requirement for contracting with DSHS;
- b. Failed to protect the health or safety of any DSHS client;
- c. Failed to perform under, or otherwise breached, any term or condition of this Contract; and/or
- d. Violated any applicable law or regulation.
- e. If it is later determined that the Contractor was not in default, the termination shall be considered a termination for convenience.

27. Termination or Expiration Procedure. The following terms and conditions apply upon Contract termination or expiration:

- a. The Contractor shall cease to perform any services required by this Contract as of the effective date of termination or expiration.
- b. If the Contract is terminated, the Contractor shall comply with all instructions contained in the termination notice.
- c. The Contractor shall immediately deliver to the DSHS contact named on page one of this Contract, or to his or her successor, all DSHS property in the Contractor's possession. The Contractor grants DSHS the right to enter upon the Contractor's premises for the sole purpose of recovering any DSHS property that the Contractor fails to return within ten (10) calendar days of the effective date of termination or expiration of this Contract. Upon failure to return DSHS property within ten (10) calendar days, the Contractor shall be charged with all reasonable costs of recovery, including transportation.
- d. DSHS shall be liable only for payment required under the terms of this Contract for service rendered up to the effective date of termination or expiration.
- e. DSHS may withhold a sum from the final payment to the Contractor that DSHS determines necessary to protect DSHS against loss or additional liability.
- f. The rights and remedies provided to DSHS in this Section are in addition to any other rights and remedies provided at law, in equity, and/or under this Contract, including consequential and incidental damages.

28. Treatment of Property. All property purchased or furnished by DSHS for use by the Contractor during this Contract term shall remain with DSHS. Title to all property purchased or furnished by the Contractor for which the Contractor is entitled to reimbursement by DSHS under this Contract shall pass to and vest in DSHS. The Contractor shall protect, maintain, and insure all DSHS property in its possession against loss or damage and shall return DSHS property to DSHS upon Contract termination or expiration.

29. Taxes.

- a. Where required by statute or regulation, Contractor shall pay for and maintain in current status all taxes that are necessary for Contract performance. DSHS will pay sales or use taxes, if any, imposed on the services and materials acquired hereunder. Contractor must pay all other taxes including without limitation Washington Business and Occupation Tax, other taxes based on Contractor's income or gross receipts, or personal property taxes levied or assessed on Contractor's personal property. DSHS, as an agency of Washington State government, is exempt from property tax.
- b. Contractor shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this Contract in accordance with the requirements of Title 82 RCW and Title 458 WAC. Out-of-state Contractors must contact the Department of Revenue to determine whether they meet criteria to register and establish an account with the Department of Revenue. Refer to WAC 458-20-101 (Tax registration and tax reporting) and call the Department of Revenue at 800-647-7706 for additional information. When out-of-state Contractors are not required to collect and remit sales tax, DSHS shall be responsible for paying use tax, if applicable, directly to the Department of Revenue.

- c. All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance, or other expenses for Contractor or Contractor’s staff shall be Contractor’s sole responsibility.

30. Mandatory Individual Arbitration and Class or Collective Action Waiver as a Condition of Employment.

- a. “Mandatory Individual Arbitration Clause” or “Class or Collective Action Waiver” means an arbitration clause or waiver in an employment contract which precludes Contractor’s employees from resolving employment disputes with their employer through class or collective proceedings in federal court. Instead, employees must bring individualized arbitration proceedings against their employer to resolve any employment disputes.
- b. The Contractor, by signature to this Contract, certifies that the Contractor does not require Contractor’s employees to agree to, as a condition of employment, a Mandatory Individual Arbitration Clause or Class or Collective Action Waiver.
- c. Contractor must notify DSHS within ten (10) business days if, during the term of this Contract, Contractor requires Contractor’s employees to agree to, as a condition of employment, a Mandatory Individual Arbitration Clause or Class or Collective Action Waiver.
- d. If Contractor, during the term of this contract, requires Contractor’s employees to agree to, as a condition of employment, a Mandatory Individual Arbitration Clause or Class or Collective Action Waiver, DSHS reserves the right to terminate this contract, per the General Terms and Conditions Section regarding Termination for Convenience.

Special Terms and Conditions

Exhibit A

Deliverable	Measurable Outcome	Timeline
Enhance effective communications	<ul style="list-style-type: none"> • Increase awareness among clients and stakeholders through a multi-platform Communications Plan including: <ul style="list-style-type: none"> ◦ Continual web presence ◦ Continual social media (Facebook) presence ◦ Monthly emails ◦ Monthly webinars ◦ Periodic mailers ◦ Semi-annual online surveys ◦ Periodic meetings and conferences <ul style="list-style-type: none"> · 12 AFHC Chapter Meetings · 1 AFHC Fall Conference · 7 AFHC Spring Conferences · 20 LTCF-sponsored events · 3 In-Person Conferences 	7/1/2020—6/30/2021

	<ul style="list-style-type: none"> · 10 Conferences via interactive and conversational web conferencing applications · 7 Webinars · 2 Tribal Summits or events that provide opportunities to engage with Tribal Partners Opportunities with other partner organizations (Alzheimer’s Association, Dementia Action Collaborative, Senior Lobby, State Council on Aging) <ul style="list-style-type: none"> ○ Annual (August 1) Impact Report • Deliver messaging to stakeholders: <ul style="list-style-type: none"> ○ All bargaining unit members ○ Adult family home staff ○ Adult Family Home Council (AFHC) ○ Approved community and facility-based instructors ○ Department of Social and Health Services (DSHS) and invite to all events ○ Department of Health (DOH) ○ Long-Term Care (LTC) Ombuds ○ Developmental Disabilities (DD) Ombuds ○ Tribal partners • Submit a "regular status update" to DSHS by the 1st of each month covered under this Contract. Include information and metrics about progress toward deliverables, areas of success, and areas where assistance is needed. Each quarter (September 30, December 31, March 31, June 30), the “regular status update” must also contain an itemized accounting of expenditures during the preceding month that were paid with funding from DSHS. 	<p>8/1/2020</p> <p>Due 1st of each month</p>
<p>Complete stakeholder engagement activities</p>	<ul style="list-style-type: none"> • Engage the following stakeholders through implementation of the multi-platform Communications Plan described above: <ul style="list-style-type: none"> ○ All bargaining unit members ○ Adult family home providers and staff ○ Adult Family Home Council (AFHC) ○ Approved community and facility-based instructors ○ Department of Social and Health Services (DSHS) ○ Department of Health (DOH) ○ Long-Term Care (LTC) Ombuds 	<p>7/1/2020—6/30/2021</p>

	<ul style="list-style-type: none"> ◦ Developmental Disabilities (DD) Ombuds ◦ Tribal partners • Solicit input from the above-listed stakeholder groups and tribal partners and involve them in informing the process of delivering the required training and developing effective strategies for growing the caregiver workforce through participation in presentations given by The Long Term Care Foundation (LTCF) staff and open to all applicable bargaining unit members: <ul style="list-style-type: none"> ◦ 12 AFHC Chapter Meetings ◦ 1 AFHC Fall Conference ◦ 7 AFHC Spring Conferences ◦ 20 LTCF-sponsored events <ul style="list-style-type: none"> · 3 In-Person Conferences · 10 Conferences via interactive and conversational web conferencing applications · 7 Webinars ◦ 2 Tribal Summits or events that provide opportunities to engage with Tribal Partners ◦ 2 online surveys • Track and report quarterly stakeholder invitations and attendance to ensure access and participation from the entire group of stakeholders. • Submit a "regular status update" to DSHS by the 1st of each month covered under this Contract. Include information and metrics about progress toward deliverables, areas of success, and areas where assistance is needed. Each quarter (September 30, December 31, March 31, June 30), the "regular status update" must also contain an itemized accounting of expenditures during the preceding month that were paid with funding from DSHS. 	<p>7/1/2020 – 6/30/2021</p> <p>If unable to have in-person meetings and conferences due to Covid-19, we will schedule each event using interactive and conversational web conferencing applications.</p> <p>Due 1st of each month</p>
<p>Deliver required training</p>	<ul style="list-style-type: none"> • Continue to reach out, evaluate, and contract with DSHS-approved community instructors to deliver the training required for certification as a home care aide. <ul style="list-style-type: none"> ◦ Expand the pool of DSHS-approved community instructors contracted with the AFHTN to 4. ◦ Expand the pool of DSHS-approved community instructors contracted with the AFHTN to 6. ◦ Track and report efforts to recruit additional community instructors for DSHS-approval and AFHTN contracting. 	<p>7/1/2020— 6/30/2021</p> <p>By 10/1/2020</p> <p>By 1/1/2021</p>

	<ul style="list-style-type: none"> ◦ Track, measure, and report AFHTN success in: <ul style="list-style-type: none"> • Number of courses offered • Number of people trained • Number of new home care aide certified AFH Caregivers created • Geographical locations where training courses were offered that were not offered previously • Utilize all LTCF communications platforms, as outlined in Communications Plan, to inform all bargaining unit members of available trainings and connect them to contracted instructors. • Submit a "regular status update" to DSHS by the 1st of each month covered under this Contract. Include information and metrics about progress toward deliverables, areas of success, and areas where assistance is needed. Each quarter (September 30, December 31, March 31, June 30), the "regular status update" must also contain an itemized accounting of expenditures during the preceding month that were paid with funding from DSHS. 	<p>7/1/2020— 6/30/2021</p> <p>Due 1st of each month</p>
<p>Strengthen workforce development</p>	<ul style="list-style-type: none"> • Develop human resource best practice guidance in print and as online resources for workforce development, and other services to adult family homes, and distribute to AFH providers on subjects such as: <ul style="list-style-type: none"> ◦ Job description development and recruitment ◦ Job posting sites navigation and ConnecttoCareJobs ◦ Reviewing/screening applications ◦ Setting and conducting interviews ◦ Reference checks ◦ Matching training requirements ◦ Discipline and termination • Provide at least 6 interactive webinars and/or other trainings, including virtual classroom applications, educating providers about the resources and content • Create and staff an HR resource for AFH providers to contact for support and guidance that will: <ul style="list-style-type: none"> ◦ Receive, track, report, and respond to correspondence through email, website, and telephone from AFH providers seeking HR support and guidance 	<p>9/1/2020— 12/1/2020</p> <p>9/1/2020— 6/30/2021</p> <p>9/1/2020— 6/30/2021</p>

	<ul style="list-style-type: none"> ◦ Coordinate and monitor application of the new training benefit to AFH providers and staff. Track and report progress • Develop and launch a pilot program to provide financial support for tuition and time to complete the required training for new long-term care workers <ul style="list-style-type: none"> ◦ Create a framework for parameters of pilot, eligibility requirements, selection criteria, selection process, and conditions for acceptance of a fixed training benefit ◦ Provide this benefit based on AFHs' Medicaid occupancy ◦ Based on the availability of funds, provide this benefit for 25-50 long-term care workers working in AFHs ◦ Provide reimbursement to AFHs for the cost of tuition and time for employees to complete the required training ◦ Provide a complete accounting and details about how the money was distributed and to whom, • Develop a path to facility-based training <ul style="list-style-type: none"> ◦ Host adult education courses at no cost for bargaining unit members and provide information about developing facility-based training programs based on members' assessed needs • Track and report on recruitment from various sources, including: <ul style="list-style-type: none"> ◦ Advertising (website, Facebook page, print) ◦ Job fairs ◦ LTCF messaging, in-person presentations, webinars ◦ Word of mouth networking • Submit "regular status update" to DSHS by the 1st of each month covered under this Contract. Include information and metrics about progress toward deliverables, areas of success, and areas where assistance is needed. Each quarter (September 30, December 31, March 31, June 30), the "regular status update" must also contain an itemized accounting of expenditures during the preceding month that were paid with funding from DSHS. 	<p>Create framework: 7/1/2020-10/1/2020</p> <p>Launch Pilot Program 10/1/2020-6/30/2021</p> <p>8/1/2020—6/30/2021</p> <p>Due 1st of each month</p>
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Update and enhance strategic plan	<ul style="list-style-type: none"> • Provide an updated Strategic Plan 2021-2023 incorporating the deliverables selected for inclusion in the long-term contract as well as appropriate steps for implementation and accompanying metrics. Priorities in the plan will continue to be: <ul style="list-style-type: none"> ◦ Access to training ◦ Affordability of training ◦ Curriculum recommendations ◦ Workforce development ◦ Testing and certification ◦ Data 	By 6/30/2021
Deliver Training on using and understanding the ProviderOne System	<ul style="list-style-type: none"> • Deliver quarterly trainings, either in-person or via a webinar, with materials and support developed and provided by the Department on the following topics regarding the ProviderOne payment system: <ul style="list-style-type: none"> ◦ General information and navigating the system, ◦ Understanding authorizations, ◦ How to properly submit a claim, ◦ Understanding Remittance Advice, ◦ Understanding client participation, ◦ Ensuring payment accuracy. 	10/1/2020—6/30/2021
Provide final accounting of expenditures	<ul style="list-style-type: none"> • Provide an itemized accounting of all expenditures during the contract period (7/1/2020-6/30/2021) that were paid with funding from DSHS. 	By 6/30/2021

Exhibit B

Business Requirement for AFH Client Bed Days Paid by Service Month Report
Data feed is refreshed monthly, organized by Month of Service (one MOS per month per file), and deployed to an internal file location and an SFTP folder. This means a single MOS record can reflect more than one Month of Payment (MOP).
Data feed shows a list of AFHC bargaining unit members who received payment in ProviderOne, along with Bed Days Paid and the amount to be paid to the AFHC Training Network.
Only AFHC providers with paid claims appear in the data feed.
Data feed includes providers with DDA or LTC clients.

Each data file for a given MOS will be deployed twice: once on the last day of the MOS, then again 90 days later.

Example: report from Jan 2020 is deployed the first time on 1/31/2020, then again on 4/30/20.

Business reason is so AFHC staff can bill the amount they get paid for a month as soon as the month is over (first report), then reconcile for the actual amount (second report).

Multiply number of client bed days paid by \$0.23 to get the AFHC Training Network Amount.

Appendix 5 Long Term Care Foundation Survey Results Report

Survey Results

Q1: How long have you been operating an adult family home?

Answered (409) Comments (61) Skipped (2)

Comments:

0-2 years: 2

3-5 years: 1

6+ years: 32

Other:

I have two AFHs: 2

Caregiver/Resident Manager: 2

N/A: 2

"I just passed my initial inspection and I am waiting to receive my license. There are so many things I feel like I need to do and I can't until I get my license number."

"very challenging but very rewarding if they gets better, smile or laugh"

"I have a BSN and have rebuilt post-divorce working in GH AFHs for 10+ years"

"We are a non-profit with an adult family home for 43 years; I have been here 6 years."

"I just passed my initial inspection on Tuesday!"

"I was Resident Manager for 5 years prior"

"Reopening in a new location"

"Managing for 3 years, less than 1 year owning it"

"The first year it was very stressful until I used to it now I loved it and I do love my Resident too."

"Managed this home for 3+ years and received the CHOW license February 2020"

"Don't operate but have worked at one for 4+ years"

"I'm not the owner. Have been working here in excess of 10 years"

"Open Tentative 2021"

"2 1/2 years of my own adult family home and 1 1/2 helpig AFH of my friend"

"independent with no employees"

"The home has existed for 18 years. I recently became the entity rep, but I am not the CEO. Entity rep in name only"

"My home inspection to hopefully get my license is April 28th! Yea!"

"I love my work"

"Love my job with our 6 DD residents."

"Now closed"

Q2: In what city is your adult family home located?

Comments (407) Skipped (4)

Port Townsend: 1

Milton: 3

Kent: 11

Bremerton: 1

Auburn: 13

Snohomish: 2

Richland: 6

Lakewood: 15

Des Moines: 7

Tacoma: 15

Algona: 1

Issaquah: 2

Spokane Valley: 17

Lake Bay: 1

Lynnwood: 12

Tumwater: 4

Camas: 4

Federal Way: 10

Arlington: 3

Vancouver: 33

Thurston: 1

Spokane: 20

Bothell: 8

Mountlake Terrace: 7

Mill Creek: 3

Ferndale: 2

Puyallup: 6

Burien: 3

Brush Prairie: 2

Clark County: 2

Mercer Island: 1

Pullman: 1

Chehalis: 2

Newcastle: 1

Stanwood: 1

University Place: 2

Ephrata: 1

Gig Harbor: 4

Edgewood: 2

Sedro Woolley: 1
Chattaroy: 1
Everett: 13
Coupeville: 1
Marysville: 5
Graham: 3
Renton: 11
Burlington: 1
Kennewick: 5
Pasco: 1
Kirkland: 7
Lacey: 5
Mount Vernon: 2
Kenmore: 3
Redmond: 4
Edmonds: 5
Longview: 4
Yelm: 1
Nine Mile Falls: 1
Seattle: 11
Bellevue: 16
Forks: 4
Wenatchee: 5
Battle Ground: 3
Maple Valley: 1
Cheney: 3
Bainbridge Island: 3
Leavenworth: 5
Yakima: 8
Shoreline: 7
Fairfield: 1
Lake Forest Park: 2
Sumner: 1
Long Beach: 1
Spanaway: 3
Walla Walla: 2
Olympia: 7
Orting: 1
Ocean Park: 1
Lynden: 2

Centralia: 2
Mukilteo: 1
Kitsap County: 1
Sammamish: 1
Bremerton: 1
Clarkston: 1
Port Orchard: 1
Amboy: 1
Shelton: 2
Woodinville: 1
Seatac: 2
Bellingham: 2
Ferndale: 1
Ellensburg: 1
Tokeland: 1
Oak Harbor: 1
Tonasket: 1
Tukwila: 1
Friday Harbor: 1
Omak: 1
Winthrop: 1
"6"
"WA"
"REPUBLIC"
"A Yax"
"I don't own, I work at one in Spokane Valley"

Q3: What credential do you hold?
Answered (407) Comments (71) Skipped (4)

Comments
Home Care Aide: 3
Certified Nursing Assistant: 7
Licensed Practical Nurse: 1
Registered Nurse: 1
Exempt Worker:

Other:
NAR: 37
NREMT: 1
NAC: 1
Provider: 4
Medical Assistant: 4
RNA: 2
ARNP: 1

“Bachelor Graduate”
“72 hour administrator training completed”
“I finished BS Medical Technology.”
“Sales and Marketing”
“NA”
“Owner/operator BA”
“BSN”
“Administrator BSCJ”
“Master of Education in Special Education”
“Nursing Aide”
“B . S. Physical Therapy”
“Resident Manager”
“Administrator”

Q4: Do you have all the staff you need?
Answered (410) Comments (68) Skipped (1)

Comments

Yes: 2
No:
Other:
Looking for part-time: 4
I don't have clients right now to pay for staff: 2
“For now” (with discouragement for future hiring): 13
Don't need staff (small AFH): 3
N/A: 1
Unrelated PPE comments: 3
“My staff fortunately has been with me for years HOWEVER I have heard it is very hard to find reliable staff”

“Right now I do. Because I have hired someone who will eventually take over this location. Then I will need staffing at both locations. (2 more many 3 will be needed.)”
“myself handle more than one position”
“We are full but would like to hire a more qualified worker”
“It is very difficult to find qualified staff”
“My caregiver needs her Skill test and the test with the State”
“Yes for the most part. With caregivers turnover is always an issue. I feel there are not much caregivers that you can rely long term”
“not always”
“on occasion 2 staff members could be helpful”
“Impossible with current rules, certifications, license, and education requirements to keep staff, IMPOSSIBLE.”
“We would be fully staffed right now (unusual) if people weren't out with Covid 19 related issues and a non covid illness.”
“I have my nephew that needed a HCA license. Where do I go”
“Have not had a full staff since the training requirements came into being.”
“finding staff it's been always a problem due to high training requirements”
“Difficult to get experienced qualified staff”
“Weekend and on call”
“short handed”
“So hard to find caregiver”
“Staffing is the most difficult issue in operating AFH but same in NH. Worked NH full time from 2000-2009”
“Need one more caregiver to prevent overtime and caregiver burnout”
“Always looking”
“WE make it work but staff is very hard to find and keep.”
“Very hard to find long-term staff”
“I'm looking for another full time cg”
“We have little to pick from, if I had a better pool of candidates I would probably make some changes to my caregivers.”
“Difficult to retain”
“In process of hiring staff”
“We could use an addition caregiver”
“I would like to hire one more full time staff member, but will wait until things settle down a bit.”
“Staff has an issue for a long time”
“We are fine unless someone gets sick. We do have 2 reserve staff that we can call in.”
“I have interviewed a few, although, not enough. But, gees, I don't know how I will make the leap from no patients to needing staff.”
“My staff are great”

“Could use a fill in person a lot of times for call ins”

“started hiring for part time help, but temporarily postponed (COVID stopped my desire to allow new people into my home”

“I have all the trainings”

“We had 11 staff at the begining of February and currenty have 6 plus myself. We lost a few staff becasue of comprimised immune systems and others that have other parttime jobs that disqualifies them from working with us as long as COVID 19 is around.”

“That's why I closed it.”

“availability for people with disabilities and behavioral support is limited and training not very applicable and we just need part time help”

“Yes and no. Depends on how many residents I have.”

“We have been short staffed since November, constantly interviewing and having a few try out and quit or stay for a month and quit.”

Q5: What is your most successful strategy for recruiting staff?

Answered (407) Comments (88) Skipped (2)

Comments

Social Media: 1

Word of Mouth:

Online Search Engines:

Other:

Craigslist: 22

Referrals from friends and family: 40

Indeed: 3

Referral Services: 2

All the Above: 1

N/A: 2

“Haven't recruited staff yet”

“Most applicants do not have a HCA”

“I get to ask questions and get the response”

“Schools”

“Our national organization does recruiting. We get lots of applicants through Indeed etc, but have only ever hired 2”

“I have a very difficult time finding staff”

“webinar”

“It is not all that successful but we get staff in eventually”

“We are on an island and it is very difficult to find caregivers who can afford to live here.”
“no staff – independent”
“My wife and I are the staff.”
“staff have been with me since 1999 - I teach them and pay well (\$25/hr)..expect good care.”
“Calling training schools and letting them know of employment opportunities”
“LUCK”
“Advertising”
“I never have any luck with online or newspapers. I really need help with this.”
“I’ve tried it all...Most don't seem to want to work”
“not successful – I need way better than a FB post – most interested applicants did not have certification needed”
“Online yields the most applicants, low quality though, Social media is worse than online searches like Indeed. Word of mouth is the best but the volume isn't there.”

Q6: What are your biggest challenges in recruiting staff? (Check all answers that apply)
Answered (407) Comments (57) Skipped (4)

Comments

No qualified (credentialed) applicants: 3
Applicants can't access or complete training and certification:
Knowing where and how to recruit:
Applicants fail background or reference checks:
Other:
No staff: 2
No-show for interviews: 2
Work permit issues/No SSN: 4
Hard time finding Quality/Reliable/Trusting Person: 7
State test issues: 3
Cost: 3
N/A: 10
All of the above: 3
“The applicants aren't aware of what adult family homes are”
“I hope I don't get hung up on the background check system”
“I am hoping adult family provider can train caregivers at home.”
“We have hired CNA students and had them work under supervision as they've completed their training.”

“retaining staff is at top of that list. they use me to get free cert, then get better pay elsewhere”

“Inability to pay competitive wages. We also have unique requirements due to the way we staff with live-in caregivers.”

“Most new graduates that I have hired wait until the last second to take their state tests”

“I just want a qualified HCA for part time”

“People who want to work”

“Fewer than few are truly interested in this type of industry. Caregiving is not for the many. Very few knows how to run a home. AFH is primarily running a home”

“Our difficulty is the high cost of living in the area in which we operate. We have great staff that are going to be leaving us due to this issue”

“Hard to find”

“I feel that having to be a CNA or HCA is a difficult criteria in this industry since it is expensive and I have had good luck with staff I have trained that were not CNA's or HCA's In the past it was easier to find caregivers that could work because they didn't need to have credentials.”

“I don't have this problem but most staff have Eng. as a 2nd language may be able to pass the tests but have a problem transferring skills learned to the clinical situation”

“And the “grass is greener” attitude”

“The big challenge is the SALARY which an AFH with Medicaid clients can not compete with AFH with private clients.”

“getting them their credentials remotely has been a REAL challenge - we can handle costs better than most”

“I always advertise all credentials needed. Often the credentials they may have will not qualify if they have attained them while working at a larger facility.”

“Limited pool of staff that are qualified and have all their credentials. Most are fairly new grads”

“#1 Knowing where and how - #2 No qualified appl - #3 I don't know how/where to find/access for training good applicant”

“Too many other job options that pay much more”

Q7: How many credentialed caregivers typically work in your adult family home?

Answered (410) Comments (32) Skipped (1)

Comments:

1-2: 1

3-5: 3

6+: 6

Other:

"None yet"

"I feel like I'll need 4-5 FTE's and will need probably 6-7 employees to do that."

"i need 2 more than this if I have a need for over night staff."

"I haven't officially opened"

"most part time"

"on call"

"self"

"have caregivers that have been trained in all shifts with overlapping as needed depending on the type of clients and the amount of care needed."

"We have 14 AFH's"

"Just me and my husband."

"2 full time and 3 part time"

"I am in the process of hiring"

"1 caregiver 6 people working 3 12 hrs shifts gets paid 14.50, doing a lot of work, cleaning, showering one resident a day"

"Only one at a time, 3-5 total employment"

"I feel I will need 4 full time FTE's, I'll be one of those initially."

"two full, three part time - we have special needs adults who are more independent"

"I have myself and 8 staff members: 2 on call, 2 part time and 4 full time"

Q8: How many new caregivers did you hire in the last year?

Answered (409) Comments (81) Skipped (2)

Comments:

1-2: 2

3-5:

6+: 1

Other:

None or N/A: 59

"We have two full time but hire temporary workers for nights and weekends"

"Turn over is a challenge."

"Huge turn over in AFH"

"i just need part time as need i have tow resident"

"I mostly work with family"

"Hope to retain"

"Good reliable dependable caregivers are hard to find"

"I just started operating my home in January 2020"

"I just start last year this business."

Q9: On average, how long do your employees stay in their jobs?

Answered (403) Skipped (8)

Responses:

Less than 6 months: 59

7 months – 1 year: 50

1-2 years: 64

3-5 years: 68

6+ years: 51

Other:

“A long time”: 9

N/A: 15

“It depends on individuals.”

“12”

“8 hr”

“I am new provider, just hired 1”

“Not long”

“Part timer -1 year Full timers –years”

“am leave in”

“We just got licensed”

“1”

“Our home is new in the business. We are still running it ourselves”

“weeks to 10+ years”

“One-caregiver still with us 10+yrs. The rest less than a month or week”

“Our Full time workers have been with us for many years but the temporary workers usually find full time work in a couple months so they leave.”

“independence”

“permanent”

“Live in works 8am to 8pm And we have 1 night staff”

“varies”

“10 hr”

“3+”

“2 weeks to 25 years”

“I do it alone I have DD/ID clients who works during the day. I only hire respite caregiver when I go on vacations. Approximately 2-3weeks total through out the year.”

“Six to one years”

“1”

“for awhile”

"5"

"1-6"

"6"

"My current two employees have been with me for years, but that third person I need... That position has been filled for at most 1 year."

"some for 5 years some for a month or 5 month"

"I've had some for nine years and some for two weeks. The part time employees seem to last shortest."

"A year on call only"

"We just got licensed"

"100%"

"3"

"1-10 years"

"August 2019 to present"

"it depends"

"3"

"If they like caregiving. They stay for along time. If they want to work for the highest bidder or They don't want to work they are gone within 4 - 6 months. If I pay for education they pay it back if they leave before a year. I also pay for all CE for each year. I try to make each worker to understand their worth and importance since I can't Pay top dollar."

"8"

"I've had my caregivers ever since I opened my care home"

"1-5 years"

"2"

"We either cut ties within a couple days or weeks, or they stay for 11+ months and counting. We have been licensed for 14 months, so our data is limited."

"1-5 year Manager 13 years"

"stay as long the please with complete cridentials"

"12 hr shift"

"1-6 years"

"apple"

"Can't honestly answer. Still have ones I originally hired"

"5"

"since I started, the same staff"

"just starting..."

"2+"

"2-10 years"

"our longest staff member 13+ years"

"nobody left as of now"

"12 hrs"

"a few months"

"5"

"1 1/2 now still with me"

"owner operated"

"Mature caregivers have been with us for years. Caregivers in their mid 20 are unreliable & lazy and either quiet or get fired. Nursing students are the best, but they are only with you for a few years."

"1"

"The ones that understand how hard and rewarding this job can be and want to be treated with respect and treated well stay. Younger caregivers or caregivers that sell themselves to the highest bidder leave."

"I just opened and just in process of hiring staff"

"Some months and others years"

"Forever I'm just lucky"

"the longest I had was 8 years."

"2 caregivers over three years. Others hired months 2-6"

"Good ones - Years Bad ones are terminated within the first 6 weeks"

"months"

"I have a few that are 15+years. The rest about a year"

"Our caregivers have been with us for years"

"Typically years but recently been a challenge with replacing old staff with new grads. Training is time consuming and only to find out they left you for more money. I miss the old days when caregivers became caregivers because they love helping and caring for patients. Now it's about money."

"5 months to 3 years"

"Live in family"

"Some only a few years. Often they work while going to school for something else. I have one who has been with me almost 20 years, one about 9 years and another about five years."

"1 ½ to 5 years"

"I just started operating my home in January 2020"

"We just have now hired new staff in the past month"

"1 year - more money and lying they need time off to go somewhere for a month but most of staff have stayed 5 years plus, nights seems to be the biggest issue."

Q10: Which credential would you prefer to hire in your adult family home and why?
Answered (409) Comments (144) Skipped (2)

Comments:

Home Care Aide: 3

Certified Nursing Assistant: 5

Other:

No preference: 21

Both: 9

NAR: 3

Neither: 2

Why:

“Because CNA has a lot option and leave you for better job”

“that is minimum requirement”

“less expensive”

“experience”

“have more clinical/practical experience”

“I am thinking they will no more about handling 5-6 clients at a time.”

“The holder of this credential is more serious about a long term commitment.”

“It takes less time and also less costly for training”

“for safety”

“They are skillful and willing to learn.”

VIEW SURVEY MONKEY FOR “WHY’S” - anonymity does not allow us to connect why’s without view each individua’s survey answers

Q11: How does your staff receive training now?

Answered (409) Comments (61) Skipped (2)

Comments:

In a classroom: 4

Online: 9

In your AFH: 4

Other:

N/A: 5

All the above: 8

Combo of class and online: 8

Combo of online and in AFH: 6

“in meetings”

“We have a couple of preferred providers”

“I’m trying to get myself approved to teach the safety and orientation section, but I need that darn license number.”

“When it was available I sent them into the class room. I would like to train in our home.”

“On the job training too.”

“It would be nice if they can take the class online”

“It depends on the credential”

“but testing has been a huge issue, as has been the labs for hands on work”

“Depends on the needed training”

“We pretty much use the provider "Empowering People". They are the only game in town. I could do it myself. I used to do Fundamentals of Caregiving. I have an MSSpEd”

“my caregiver needs DDA Class and not sure if they are giving online.”

Q12: Do you have a preferred trainer/training company? If yes, who?

Answered (408) Comments (107) Skipped (3)

Comments:

Yes:

No:

Who:

Themselves: 4

Jeanine White and Terry S ? : 1

Empowering People: 7

Cornerstone: 30

Relias: 3

Sunrise services: 5

Quality Assurance Consulting: 3

Columbia Safety: 1

ReadyMeds: 1

Mary Ann's in Woodland: 1

Quality Training Jeanine White: 4

Spokane Community College: 2

New Chapters: 1

Spotts Consulting: 1

Terri Bradley: 1

North Care Training: 1

Adult Family Home Council: 4

Candy Sinden: 1

American Safety and Health Institute: 1

Headway Nursing: 1

Sherry Balderama RN Assurance: 1

Robert Gichuru: 1
Eli's: 3
Beyond Horizon: 1
DSHS: 1
The NW Training Center: 1
CHT Online: 1
Any DSHS approved: 6
S&H: 3
Caregiver for Hire: 2
Headway Nursing in Renton: 2
Janice Angle: 1
HCTC: 1
Ann Chege: 1

"We search for the lowest fees and go with whoever that is."

"webinar"

"unsure"

"We can have them trained as Personal Care employees and give them hours in the Adult Family Home"

"something at my pace and that isn't difficult. my time is wrapped around my clientele 24/7"

"registered nurse"

"whatever is open"

"It seems they accept non-English speaking people which means they cannot do the work properly."

"AFH provider"

Q13: Do you assist staff in achieving appropriate credentials? If yes, how? If no, why not?

Answered (405) Comments (240) Skipped (6)

Comments:

Yes:

No:

Sometimes: 1

How:

Help them find/recommend a class: 83

Help pay for training: 83

Prepare them for exam: 8

Help translate/explain: 5
Provide time to attend training: 11
Set up trainings: 2
Provide the training to them: 9
Contracting a trainer: 1
Guide/Assist through process (submit background checks, organize schedule, etc): 34
Online/Webinars (includes AFH Council and network): 15
Specialty Trainings: 1
Transportation: 5
N/A: 9

"I want to have the best employee. The training and education they get from empowreing People in the class room is better than the on line due to interaction with the teacher and hearing Q & A's from other students."

"encouraging"

"Research through DDA or AFHC"

"Not cost effective especially new ones that come and go" (no)

"Because after they got all certificates and experience they move to other assist living" (no)

"I intend to if I can find interested workers"

"I like to see if their credentials before I consider hiring. Then I show them the cost and time for these classes. Such as more Delegation"

"There to flighty and never seem to work out." (no)

"because they come with credentials" (no)

"I don't usually have time because I also work." (no)

"I have in the past but had a few quit after acquiring them so no longer pay for them." (no)

"babysit constantly to jus keep people up to par"

"We have helped on few occasions. This is not appealing because you can't work with the candidate before investing in their education. My preference is to know and understand their work ethic, dedication, attitude towards residents, etc before investing."

"I helped one to get her homecare license after few months , it got into her head that she has a license and just left me, I spent money, time and hardwork teaching her and that's what she did!"

"Because they don't stay long enough" (no)

"Their responsibility to maintain credentials" (no)

"I hire them after Classes, cant afford to send them through classes and have them quit" (no)

"Will Delegate to staff"

“Don’t trust anyone but family members. If I hire and spend money to train someone, I have no guaranty of loyalty to stay.” (no)

“We prefer to hire experienced caregivers” (no)

“They take a class outside of work” (no)

“I will typically not hire anyone without the proper credentials. When I hire someone with a credential or CE that does not qualify I have spent the money to bring them current if i want them to stay.”

“I usually hire caregivers who completed their credentials”

Q14: Does your facility have an approved training program? If no, are you interested in developing one?

Answered (407) Comments (137) Skipped (4)

Comments:

Yes, interested: 68

No, not interested: 9

Other:

Unsure: 17

Not yet: 5

N/A: 1

“Could be better”

“We don’t have one. I would like to develop one and train.”

“I don't have the time to develop a training program.”

“DD specialty, Orientation/ safety, CE's, HCA”

“Care Plus, 1st Aid & CPR”

“I am not capable of being a teacher” (no)

“Only for safety, orientation and minimal CEs.”

“We provide Orientation & Safety training only”

“I have only orientation and safety, I would like to teach in Russian home care aid.”

“They have been with me for 10 years some, they are well train” (no)

“But cannot afford to pay for classroom time. We have a space for 10-12 students, overhead, etc.”

“i only do the 5 hrs orientation. I may be interested in having the credentials for training, but mostly to be able to train my own staff. don't have time to train other homes.”

“ApprovalTPA, training”

“CE and 5 hours orientation class only for my staff.”

“I am approved to teach certain courses and have been for several years. I taught classes years ago that I am not approved to do now. (Mental Health/Dementia). I was in

the original pilot programs for both these courses and was able to teach soon after but now you have to have a contract.”

“Only for Safety and Orientation and Food Safety”

“We have been approved for 5 hrs of training but would love to have the opportunity to develop one, and also have the option for continuing education options”

“Currently CEU, Dementia, Safety, orientation, and cpr”

“Well we did but DSHS one day just dismissed me, my lead caregiver still has authority to train. They never answer their emails, ever.”

“ORSA training”

“But ONLY for the Developmental Disability training requirement”

“Orientation and food safety”

“CE”

“We use Relias for CE...otherwise none”

“but only for the basics, orientation, etc... not the full spectrum. yes, interested in expanding to include all things.”

“We are certified trainers for some things.”

“I would prefer to be able to train my staff in my home. I would also be open to learning to be a trainer and or open a training facility in wenatchee area.”

Q15: Are you interested in training other adult family homes? What would it take for you to do that?

Answered (409) Comments (109) Skipped (2)

Comments:

Yes: 2

No:

Other:

Help/Need to be Trained/Guidance & Support: 20

I am ready now: 2

Depends on time: 8

Depends on cost: 12

Unsure: 25

Must have material/guidelines: 3

Depends on travel: 2

Not now: 7

Don't have the time: 16

N/A: 1

“confidence”

“built a good worker team, work in a professional environment.”

“i am only a CNA AND HCA”

“I ENOUGH EXPERINS AS CARE GIVER”

“I am also a RND and I already do this with my AFH's that I delegate for”

“not much” (what would it take)

“only in specified areas such as high need or developmental delayed issues”

“To help the other Provider”

“Part time respite”

“AFH Council”

“I would prefer to teach without having a state contract but use the state curriculum. I don't want to make up my own curriculum and take the time to get it approved. I prefer to use the state curriculum, forms etc. because I feel they are always more detailed then I have seen in the industry.”

“I need a trusted one to do home care giving in my home”

“there is only one other home on the island but they are ddd, so different population.”

“Not requiring insurance”

“I'm not a teacher”

“very limited, though, but would help other DD homes to focus on, and expand, that specialty”

Q16: What's working well with your existing training process? (Check all answers that apply)

Answered (405) Comments (52) Skipped (6)

Comments:

Skills lab:

Face-to-Face training: 6

Webinars: 5

Online training: 3

Online training v. webinars? - I just wasn't sure if there was an obvious distinction between the two

Other:

Clinical practice/in-home experience: 10

Hands on (skills lab?): 1

Work with a network of providers: 1
AFH Council (WSRCC) resources/webinars: 3
Conferences: 1
N/A: 10

“Trainees do not have time to go to classrooms and transportation is a problem”
“When there is training at our pharmacy one staff member attends”
“Getting it completed in 2 weeks is really important as we never know how long it will take to get a testing date.”
“We have staff meetings which are brainstorming sessions of how to handle client specific issues”
“It is inadequate, students are not self motivated to complete in timely fashion. State required oversight while trainee is working is costly”
“Work at your own pace”
“Not having to travel to classes”
“Training CNA and RNs...mix of these”
“Get them legal then train specifically”
“would do it ourselves, but not if we need a lot of exterior training, just don't have the time with one home and few staff”
“We are really not training at this moment. Being a new home I have waited to get my teacher training class to see how the LTCF will look like for training opportunities”
“we also spend time going over it up and above the requirement Wife always doing OJT”

Q17: Where do you struggle with your existing training process? (Check all answers that apply)

Answered (408) Comments (56) Skipped (3)

Comments:

The time gap between training and testing is too long:

Caregivers switching homes after getting trained (or to hospitals, NFP, etc): 4

AFHs not having the time or money to train staff:

Cost of training: 3

Availability of training:

Other:

Location/Travel: 4

Not enough licensed trainers: 1

Hard to set up the test: 3

Staff scheduling issues to allow time for people to be trained: 6

Not enough students for a class to be held: 1
English-only classes: 1
Computer access: 1
Poor-quality training/content issues: 1
Annual CE requirement: 1
DD support (availability of classes, senior-focused industry, etc.) 2
Availability of people who want jobs as careworkers: 1
Unsure where to get training: 1
All of the above: 3
None of the above: 5
N/A: 8

“Potential employees not realizing the importance of getting it down in a timely manner. We pay for classes needed”

“staff don’t want to pay the training amount”

“Staying current on healthcare updates”

“I just get my license two months ago”

“i am looking for word to be able to train .”

“We have family involvement but watching other AFH's struggle with keeping staff after going through all it takes to train them seems to be the most ongoing issue”

“The training itself is the problem. Before all these new requirements for training, the best caregivers i had were the ones i recruited from word of mouth, able to pass a CPR First Aid class, with impecable Background Check and trained by me on the job, learning about each particular resident i had in the house.”

“CG having issues understanding what actual credentials are needed, most will over train d/t communication barriers and lack of knowledge prior to working at afh and money/time is wasted”

“I have people , they completed all the clases , but they didn’t passed the test for very simple thing , then after the 3rd try they have to take all the classes again . Nobody wanted to take all the classes again”

“Training required for everyone to work in the AFH instead of having people who would be unable to pass specific courses required (CNA's HCA's) due to age, other work schedule but who would be excellent caregivers based on experience. I would really prefer us to be able to train our own staff specific to our homes and based on their experience. I hired a husband and wife who had 30 years experience in another state and didn't have CNA' credential and had to take the CNA training in Wash. He may not be able to pass the course due to language but worked for years as a caregiver. To me it's sad that someone with so much experience is limited because they don't have the training and to me we are regulating to the point that is makes it difficult to find caregivers who want to go to school to be taught what they have

been doing for years. We are regulating ourselves out of this business. My opinion. I have been in this business going on 31 years and I feel it is too regulated.”

“sometimes the lab is also an issue.”

“There is a communication gap between the trainers and getting all the credentials to me. My new staff sometimes have no idea how to get me their credentials/certificates as they complete training and I am constantly trying to get certs printed and in MY hands.”

Q18: What training(s) would you feel confident teaching? (Check all answers that apply)
Answered (399) Comments (69) Skipped (12)

Comments:

Orientation and Safety: 2

Core basic training/Fundamentals of Caregiving: 1

Dementia Specialty Training: 1

Mental Health Specialty Training: 1

Developmental Disabilities Specialty Training:

Traumatic Brain Injury Specialty Training: 1

CE: 2

Other:

CPR/First Aid: 6

AED: 1

BLS: 1

BBP: 1

Diabetes: 2

Finance/Running a business: 2

Therapeutic Options: 1

Nutrition: 1

Blood Borne Pathogens: 1

Nurse Delegation: 4

HIV/AID: 1

TBI: 1

Food Safety Handling: 1

Hands on/interactive caregiving: 1

All of the above: 5

Not interested: 12

None: 13

Unsure: 2

N/A: 3

“child and infant”

“I was a Green Beret in the U.S. Army Special Forces. Half my job was training foreign counterparts in medicine and warfare using pictures and pointing if they didn’t speak English. I could teach this material no problem.”

“Only if I get the proper training and how to guide to teach.”

“i already do the orientation and safety training. I used to do the dementia and mental health but 2 years ago they changed the programs and I did not take the new courses needed to continue.”

“it is underway.”

“It would be awesome if the RN's at Empowering People could offer these classes in an online format....people could then access the training in a way that would fit in with job and family life.”

“I would work any of it to help caregivers be the best they can be.”

“This is what i do at this time for my CG only.”

“Last I understood, DD can only be trained by the DDD. They have their own six trainers.”

“We are special education teachers so that specialty comes easy to us for teaching.”

“I have alot of experience in this industry as well as a college degree. I really enjoy training my staff and would love to teach others”

Q19: What training(s) would you provide to a fully credentialed new employee? (Check all answers that apply)

Answered (408) Comments (28) Skipped (3)

Comments:

Equipment in the home:

Medication system:

Reporting requirements:

Resident rights:

Understanding a care plan: 1

L&I requirements: 1

Facility orientation:

Other:

OSHA: 1

WACs: 1

Meaningful Day program: 1

Safety: 1

Online documentation: 1

MARS: 1
Resident Medical and Behavior Needs: 1
Nurse Delegation: 1
Bloodborne Pathogens: 1
All of the above: 4
None: 2
N/A: 3
Unsure: 1

“When I start hiring”
“state requirement”
“Computer charting did and donts”
“We insure that all caregivers in our home have the training and skills they need to care for our Residents”
“... working in our culture..”
“We do not have equipment in our home and HR handles all L&I”
“If L&I could do an online AFH specific basic training that could be taken after hire or provided during Admin. class, that would be awesome. If the Association could provide an online intro. for Admin class that would help as well. We realize that being physically present at all the classes is very difficult.”
“They should know the Resident Rights by that point. L & I is very confusing (not talking about required posters)”
“I do most of this at the present time. I am a firm believer in vital signs that doesn't seem to be taught in depth”
“Their responsibility to read L&I poster”
“Will include Right Caregiving Attitude.to have passion, patience and respect”
“We believe the more training the better chance they have to become a very responsible employee. Required reading on residents information is very essential as everyone is different.”
“These components would be part of our on-the-job training.”
“We feel the more training new employees have within our own unique home is very beneficial.”

Q20: What is one question you wish we had asked you today?
Answered (212) Skipped (199)

Comments:
None: 76

“What is the average cost to the AFH to train and credential new employees”

“How do I sign up for online training and how do I include my Care Givers?”
“When n where would be the soonest DSHS orientation for new applicant /AFH provider?”
“HOW TO RETAIN EMPLOYEE; MEDICAL/DENTAL BENEFITS;”
“When is the home care aide training free?”
“How well is the new DSHS dementia/ mental health level 1 effective, especially with ESL student”
“If there were requirements for teaching what should they be.... I have understood that if a student has not learned, the teacher did not teach.”
“do you have enough support from DSHS”
“More classes and training In the afternoon near by”
“What should be done to help Providers maintain staff.”
“How can your office help me with new caregivers?”
“How much you pay for caregiver?”
“The inability for attractive pay due to low income.”
“Can you manage to hire a caregiver, if your income a month is less that what you expected?”
“Retention”
“Why licensors mistakes are not posted online for everybody to view”
“Do you want the resting for HCA to be easier accessible. No state a Exam. Like fundamentals was.”
“How can we make it easier and cost less for providers”
“IS HOME CARE AID CAN TEACH”
“How to make good decision to take in new resident good fit is n your home?”
“Where do I refer caregivers for training?”
“Would you like to know who to contact when you needa trainer to come to your home to teach continuing education”
“Mary has stated" AFH should consider job-sharing to help with cost, also she set me up with Work Study at the local community colleges. She thinks the AFH are missing this important way to find caregivers and at the same time be of immediate assistance to your staff.”
“who will cover the cost of training our caregivers?”
“Will you consider hiring caregivers outside the country?”
“PLACEMENT”
“What experience do you have teaching or running a course? What size group can you teach at a time?”
“How can I get more useful information about the best AFH in Washington State?”
“Free offers on CE”
“Insulin pump training”

"I want caregivers to be listed somewhere for a referral of cannot hire due to background checks, inappropriate care of residents...etc. It's a huge waste of time and money to train caregivers that pass a background check only to discover they are not able to perform their job properly because of old habits and especially when they are not teachable. I vet caregivers really well. Hire them and then the trouble begins almost immediately. Then I have to keep them long enough to have a circumstance where I can justify firing them and they not receive unemployment benefits. It puts my residents at risk. I end up spending a tremendous amount of time and money on caregiver that should never even be in this line of work."

"How does English second language affect training or hiring and caring and how to improve this"

"Why is the CNA training so expensive?"

"How can AFH Leadership support staff in increasing frequency of resident death?"

"would like to see a course specific to training managers. I have asked this for many years"

"more trainings"

"what is the best way the adult family home council or DSHS can do to keep care givers for a certain period of time."

"How much do you pay for caregivers and do you afford with DSHS residents the answer is stragglng"

"The requirement to working AFH in WA is too difficult to find a qualify Caregiver"

"i am serving MEDICAId clients and wondering if DSHS will help AFH providers like me to cover the cost of training my staff."

"I wish we have more CNA's"

"how can we help change the rules and requirements for small facilities such as afh's to obtain and retain staff? (maybe a specialty cert for afh that wouldn't carry over to large facilities)"

"How do you get applicants to actually show up for an interview? A bit cynical, but after phone screening and setting up an interview only about 1 in 10 actually show up, and they don't even cancel."

"Communication"

"Any truth to a rumor about a covid rate increase?"

"How can caregivers stay at least three to six Months after training?"

"Why don't Licensors work with us as a team supporting helping us instead of intimidating and coming in acting as if we're guilty of something or hiding something it's very offensive we work really hard to provide the best care ."

"As you commented in the webinar, language barriers with many caregivers are a testing issue. But their accents are often a caregiving issue. I would like to see a way to offer ESL caregivers both language learning support and accent training."

“Why caregivers in other states do not need so many training classes like in WA? It is very hard to get all the classes the caregivers need.”

“Is there available on line HCA training just to start working in AFH setting at this time of quarantine, then they can have the return demo or lab. when this is done.”

“How can we get back to a common sense where a caregiver should only need a CPR class, background check, NAR class and orientation on the job with the training on job. All of a sudden would be a large enough pool of potential caregivers willing to go through a basic training and qualifying for this type of work. Of course it's a rhetoric question.”

“Training to be available on line for free for adult family homes”

“Would it be helpful to have the core training done in line for caregivers?”

“Should CNA’s be able to be hired with no additional training such as mental health and dementia?”

“What training topics do we feel should be added for assistance in training staff, if any?”

“Where would I start looking to recruit reliable and caring caregivers?”

“How can I access to training on line”

“about corona virus care plan”

“If we need employees”

“Why are caretakers allowed to have all credentials but not verified if they have a SSN? This has been a repeated issue for many many years and current.”

“Can CE be done every 2 years?”

“If I have enough PPE supplies. Thank you!”

“Pay scales?”

“If the curriculum was provided I would train. I have spoken to Dawn K about even partnering with the high school.”

“How can we get caregivers oversea”

“How easy or hard it is to get clients”

“Would you like to have some disaster training / resource material access to reall help from the state during a pandemic / and or natural disaster The state and federal do not have seniors at the forefront other than to say / this pandemic started in a nursing home. You could ask us Would we love for you to bring to olympia concerns about reopening and what that looks like for adult family homes Visitors Testing for covid prior to coming into adult family As an employee and or visitor How we proceed during this pandemic is a huge teaching tool for future scenarios What would we like to see as far as new trading in pandemic / disaster scenarios”

“To much requirement to work in AFH”

“How does it work if I were start a training program?”

“Can I train care giver get certificate”

"I learned from HCA caregivers that the HCA course doesn't include about how to take vital signs (example most new HCAs learn using Blood pressure cuff in the AFH) I was wondering if that can be included in the HCA skill training."

"If I have more time to deal with this survey, maybe I can think. But I have to get back to work for now."

"How can providers access small loans to improve their business?"

"How can a caregiver get her NAR credentials after completing her classes during this epidemic era of covid 19."

"How can we support people in becoming caregivers for our AFH?"

"what has made you stay in this industry where compensation is limited with high stress level. Would you do it all over again with everything being equal?"

"How and What training would be offered caregivers for them to be able to acquire confidence when visited by DSHS officials in particular the Licencor?"

"How am I doing in the midst of this corona virus pandemic? as an adult family home provider ?"

"Where do I get information about the renewing my certificate If I get answer I do appreciate. Thank you."

"When will be available the course for Meaningful Day Program, on line?"

"What topics are relevant for the continuing education?"

"I asked about why training requirement classes do not check if candidates have a SSN and why they are allowed to take these courses with a SSN. The answer was that they thought it was already a requirement. After years of this issue with hiring qualified staff, this is definitely not the case, even lacking a work visa. They said they would look into it more for us..."

"When is this shutdown over?"

"Any Possibility of requiring facility based trained caregivers to continue working and training In the home for at least 3-6 months period as volunteers with allowance? To make the training worthwhile?"

"How many hrs can HCA work at Afh while waiting to schedule the test & skill test are pending due to pandemic."

"How to improve the training time and certification for new hires as they wait for their license"

"Free training"

"How are you coping with the (daily) new changes to our businesses"

"How can we make sure instructors of CNA and HCA programs are requiring students to send in their NAR application so they can be delegated while waiting for testing"

"Would be ok to train a person who would not speak in a good English? Would be ok to train them in their native language? Then when hired to be paired with a caregiver that is English proficient?"

"What credentials the facility would like to hire."

“Are you getting a curriculum developed for home care aide?”

“Where do providers give feedback for what type of CEUs should be taught? Sometimes the topics can be repetitive year after year”

“What do you pay your employees? What are the going rates? What monthly resident rates support you pay scale?”

“I wonder if there was a way to combine some certifications together so that there aren’t so many to keep track of.”

“what is the purpose this survey .”

“To lessen caregivers’ credentials for AFH.”

“about CG newly finished training ask for higher pay, or compare payments or salary with other AFH”

“How can I become a trainer?”

“How can we best help AFH owners to streamline the training for new hires?”

“If volunteer/staff listens to webinar in home with provider, how do we get their credit for the training/webinars?”

“If your serious about this, start a Caregiver temp agency for Adult Family Homes. Adult Family Homes could pay AFHC a service fee for a pool of qualified caregivers.”

“If there is an agency that will help to hire HCA?”

“Can everything be done online including the skills?”

“Is there a module that we can use or refer to ?”

“How much does a certified CNA get paid an hour doing a Homecare Aide for 12 hours”

“how can we entice more caregivers in the workforce”

“not so much required paperwork to have”

“How to request a specific topic on Continuing Education.”

“Will there be a way to prevent trained caregivers from hoping from one home to another? This is based on the presumption that I train a caregiver and a month or so after graduation she or he wants to move on. Will I be just training and letting go? Is there a remedy?”

“In the near future, would you see yourself working with US Immigration so that we could hire RNs from other countries to work as caregivers for us for a certain period say 5 years (renewable)? Will that be in your plan to solve the problem in the shortage of qualified caregivers?”

“due to the covid situation what do we need our family members to work with us? And what kind of training they need ?”

“Why is it so hard to find and retain employees?”

“Right now I am just really astounded at the whole DSHS application thing. What a nightmare! I hope it gets better after I have my license.”

“The requirements have been stopped. If a previous NAR who let their license lapse, wants to return to the field, can they?”

“Can the AFH go back to being able to teach Dementia, Mental Health and Nurse Delegation as they had in the past. Now it has become a business for others and costly for the caregivers.”

“What help do you need getting set up to do training...just about everything.”

“How often do you conduct a meeting for all your caregivers in a month's time?”

“Finger & DOB, Name Background check should consist a history of at least two years or more. As a provider this can be really helpful when hiring.”

“More about on site training”

“Is membership in council required to access new training?”

“We Need More Companies to Give The Required Classes.”

“Are there enough DD trainings available?”

“how can training/certification for a CNA be standardize nationwide?”

“not sure. We just want to know we can get this done easier for afhs, accommodate differing populations, recognize that for us in DD homes, our caregivers are only part time and do have other full time jobs. Perhaps a question would be, how can our professionals work the training into their busy schedules and be able to help us out? We can find good, qualified people, but we can't get them the "training" and fit it into their schedules. anyway, we are encouraged by the foundation. It has a chance to save us and make it so we can get the part time help we need. thank you.”

“Would you like to have help from the state paying for the classes and will they all be on-line so my employees don't have to travel and stay overnight.”

“I don't know about a question about today, but I'd love for the AFH to come up with more human resource education for the provider or administration.”

“Wish we had a training manual for a new caregiver that went over all of this in one place instead of 6-7 places in the home. Has examples done in that manual that would very much take less time and be more professional and organ

**THE LONG-TERM CARE FOUNDATION
ADULT FAMILY HOME TRAINING NETWORK
FY21-23 STRATEGIC PLAN**

Our Strategic Plan

This is our first Strategic Plan. It is a blueprint for how we intend to serve and support the long-term care workforce in adult family homes across Washington State. This three-year plan is framed by five Strategic Objectives: #1 *Enhancing Effective Communications*, #2 *Activating Meaningful Stakeholder Engagement*, #3 *Delivering Required Training*, #4 *Strengthening Workforce Development*, and #5 *Building Our Infrastructure*. Details of each strategic objective are provided, including a narrative describing the importance of the objective as well as tactics and measures of success. We expect the strategic objectives to remain constant for the duration of the plan. The tactics and measures of success will be updated each year.

COVID-19

The sudden onset and renewed spread of COVID-19 have dramatically impacted adult family homes and The Long-Term Care Foundation of Washington State in our development of the Adult Family Home Training Network. Adult family home operators have been overwhelmed with challenges in responding to the virus, including daily changes to infection control guidance and reporting requirements as well as ongoing difficulties in acquiring personal protective equipment. For the Long-Term Care Foundation, the virus denied us one of our most effective means of communication and stakeholder engagement—in-person interaction with adult family home owners and staff. COVID-19 required us to be creative and flexible in delivering our messaging and gathering information. In lieu of in-person conversations, meetings, and conferences, we utilized webinars and an online survey.

As we have no way of knowing what the future holds regarding COVID-19 response and recovery, several of the tactics and measures of success noted in this plan reflect our continuing emphasis on interactive and conversational web-based applications.

Our Mission

The mission of the Long-Term Care Foundation is to improve and develop access to high-quality long-term care services through public awareness, community connections, and a well-supported long-term care workforce.

Our Purpose

As required by Senate Bill 5672, the Long-Term Care Foundation is the non-profit organization created to develop and manage the Adult Family Home Training Network established by the exclusive bargaining representative of adult family homes designated under RCW 41.56.029 with the capacity to provide training, workforce development, and other services to adult family homes.

Our Funding

Senate Bill 5672 further directs that the parties to the collective bargaining agreement—the Adult Family Home Council, the Office of Financial Management, and the Department of Social and Health Services—negotiate a memorandum of understanding to provide for contributions to the Adult Family Home Training Network.

Pursuant to the terms of a vendor contract, the Department of Social and Health Services and the Long-Term Care Foundation will allocate funding to build the Adult Family Home Training Network through a portion of the negotiated training benefit outlined in the collective bargaining agreement.

Our Clients

When looking for the right care option for themselves or a loved one, thousands of people across Washington State have chosen adult family homes.

Adult family homes are an option providing a community based residential setting with 24-hour care and services. There are currently 3,237 adult family homes across the state with a capacity to serve more than 18,308 residents¹.

Each home is independently licensed and operated and can serve between 2 and 8 residents. All adult family homes provide some essential services including assistance with activities of daily living, meals, laundry and more. The level of care each home provides will vary. Adult family home providers are required to be, at minimum, home care aides. Some adult family homes are operated by nurses or hire nurses or other appropriate licensed staff to support a resident's need. Others may specialize in the care of residents with Alzheimer's disease or other dementias. All adult family homes are required to have a current assessment of the client and a plan of care reflecting not only the needs of the resident, but their preferences in how they would like to receive those services.

The diversity of adult family homes across our state is reflected by the large range of services and residents they serve. These facilities are regulated by the Department of Social and Health Services and visited at least every 15 months to ensure compliance with appropriate care standards. All adult family home owners and their staff undergo significant training before being able to work directly with clients. Further, they must keep up with training and best practices in care by completing a minimum of 12 hours of continuing education per year.

Need

The Long-Term Care Workforce Development Legislative Report, prepared by the Nursing Care Quality Assurance Commission and presented in 2018, states:

“The baby boomer cohort, as described by the United States Census Bureau, has been a driving force in changing the age structure of the national population for the last several decades and has contributed significantly to a shift in the delivery of healthcare². As the citizens of Washington State age, the need for healthcare providers in the sectors of skilled nursing homes, assisted living, and adult family homes must increase dramatically to keep up with demand. In 1997, Washingtonians over the age of 65 made up 11.4% of the population³. By 2017, these people made up 15.3%, and by 2037, they are expected to comprise 21.6% of all Washingtonians³. In addition, chronic disease rates and human longevity continue to steadily increase, but the percentage of working adults to support and care for everyone in need does not.

We have strong anecdotal evidence that long-term care providers in Washington State are struggling to fill vacancies; that retention is difficult; that career progression within LTC settings is problematic; and that training requirements and regulatory oversight need to be reset. We recognize that we need data to confirm the magnitude of the known issues described here. Addressing the shortage of health care workers in long-term care settings will be essential to the way in which Washington strategizes for the continued increase in care that will be demanded of the health system. Barriers need to be identified and solutions developed to address these barriers.”

¹Department of Social and Health Services Aging & Long-Term Care Support Administration Adult Family Home Locator for Professionals and Providers (2020) Retrieved from: <https://fortress.wa.gov/dshs/adsaapps/lookup/AFHAdvLookup.aspx>

²Colby, S. and Ortman, J. (2014). The Baby Boom Cohort in the United States: 2012 to 2060: Population Estimates and Projections Retrieved from: <https://www.census.gov/prod/2014pubs/p25-1141.pdf>

³Washington State Office of Financial Management. (2017). Washington Data and Research.

Strategic Objective 1: *Enhancing Effective Communications*

Increasing awareness among our clients and stakeholders about the relevancy and value of the Long-Term Care Foundation and the Adult Family Home Training Network as resources for required training and workforce development requires the continued development and implementation of a multi-platform communications plan including the following elements: web presence, social media presence, regularly scheduled emails and webinars, periodic mailers, online surveys, meetings and conferences, and an annual impact report.

Our messaging will inform stakeholders about events, resources, surveys, trainings, workforce development, and adult family home stories. It will be delivered to all bargaining unit members and other stakeholders. Other stakeholders include, but are not limited to, adult family home providers and staff, the Adult Family Home Council, DSHS-approved community instructors, the Department of Social and Health Services, the Department of Health, the Long-Term Care Ombuds, the Developmental Disabilities Ombuds, and tribal partners.

Messaging Platforms

Tactic 1.1: Maintain a continuous presence on an independent **website** (<https://www.longtermcarefoundationwa.org>).

Success Measure 1.1.1: Increase the number of visits to our website by 100% to 2,800 by 6/30/2021.

Tactic 1.2: Maintain a continuous presence on **Facebook** (<https://www.facebook.com/LTCF WA/>) as well as shared posts on numerous adult family home specific community groups pages.

Success Measure 1.2.1: Increase likes on our Facebook page by 100% to 730 by 6/30/2021.

Success Measure 1.2.2: Increase followers of our Facebook page by 100% to 760 by 6/30/2021.

Tactic 1.3: Utilize **email** to inform and update all or targeted groups of stakeholders about LTCF and AFHTN activities, training opportunities, and resources.

Success Measure 1.3.1: In FY21, provide at least 1 email each month on topics of interest to stakeholders.

Success Measure 1.3.2: Increase the number of email recipients in our database by 10% to 3,500 by 6/30/2020.

Tactic 1.4: Offer **webinars** to inform and educate stakeholders about the work of LTFC and AFHTN and introduce programs and resources (online surveys, HR best practices, ProviderOne training)

Success Measure 1.4.1: In FY21, present at least 1 webinar each month on topics of interest to stakeholders.

Success Measure 1.4.2: Increase the average number of attendees for each webinar by 20% by 6/30/2020.

Tactic 1.5: Send **mailers** through the US Postal Service to distribute LTFC and AFHTN publications (Annual Impact Report) and promote upcoming events and trainings (webinars, in-person and web-based meetings and conferences).

Success Measure 1.5.1: Send at least 3 mailers including publications and/or announcing upcoming activities by 6/30/2021.

Tactic 1.6: Conduct **online surveys** to gather input from stakeholders and DSHS-approved community instructors about their experiences, challenges, needs, and opportunities.

Success Measure 1.6.1: Conduct at least 2 online surveys for stakeholders and share results by 6/30/2021.

Success Measure 1.6.2: Conduct at least 1 online survey for DSHS-approved community instructors and share results by 6/30/2020.

Success Measure 1.6.3: Increase the average number of respondents to our online surveys of stakeholders by 20% to 500 by 6/30/2020.

Tactic 1.7: Offer presentations at **meetings and conferences** about LTCF and AFHTN activities, training opportunities, and resources and gather input from stakeholders. **Note: If we are unable to meet in-person due to COVID-19, we will utilize interactive and conversational web conferencing applications.**

Success Measure 1.7.1: Attend and offer presentations at 12 Adult Family Home Council Chapter Meetings by 6/30/2021.

Success Measure 1.7.2: Attend and offer a presentation at the annual Adult Family Home Council Fall Conference by 6/30/2021.

Success Measure 1.7.3: Attend and offer presentations at 7 Adult Family Home Council Spring Conferences by 6/30/2021.

Success Measure 1.7.4: Host and offer presentations at 3 Long-Term Care Foundation-sponsored in-person conferences by 6/30/2021.

Success Measure 1.7.5: Host and offer presentations at 10 Long-Term Care Foundation-sponsored conferences via interactive and conversational web conferencing applications by 6/30/2021.

Success Measure 1.7.6: Attend and offer presentations at 2 Tribal Summits or events that provide opportunities to engage with tribal partners by 6/30/2021.

Success Measure 1.7.7: Attend and offer presentations at 3 events sponsored by other partner organizations (Alzheimer's Association, Dementia Action Collaborative, Senior Lobby, State Council on Aging) by 6/30/2021.

Tactic 1.8: Produce an **Annual Impact Report** as of the end of each fiscal year with data and narrative summarizing the work and impact of The Long-Term Care Foundation and the Adult Family Home Training Network.

Success Measure 1.8.1: Produce an Annual Impact Report for FY20 by 8/1/2020.

Tactic 1.9: Provide **regular reports** to the Department of Social and Health Services including information and metrics about progress toward achieving the deliverables in our vendor contract, areas of success, and areas where assistance is needed.

Success Measure 1.9.1: In FY21, submit a written monthly status update by the 1st of each month.

Success Measure 1.9.2: Each quarter (9/30/2020, 12/31/2020, 3/31/2021, 6/30/2021), include in the monthly status update an itemized accounting of the expenditures during the preceding quarter that were paid with funding from the Department of Social and Health Services.

Success Measure 1.9.3: In FY21, attend all meetings as scheduled with Department of Social and Health Services staff.

Strategic Objective 2: *Activating Meaningful Stakeholder Engagement*

In order to optimize the benefits of The Long-Term Care Foundation and the Adult Family Home Training Network for the adult family home providers and staff we serve, we must continue to inform and solicit input from all our stakeholders, including tribal partners, and involve them in informing the process of delivering the required training and developing effective strategies for growing the caregiver workforce.

The following tactics and success measures for Strategic Objective 1: *Enhancing Effective Communications* also apply to Strategic Objective 2: *Activating Meaningful Stakeholder Engagement*.

Opportunities for Engagement

Tactic 1.1: Maintain a continuous presence on an independent **website** (<https://www.longtermcarefoundationwa.org>).

Success Measure 1.1.1: Increase the number of visits to our website by 100% to 1,230 by 6/30/2021.

Tactic 1.2: Maintain a continuous presence on **Facebook** (https://www.facebook.com/LTCF_WA/) as well as shared posts on numerous adult family home specific community groups pages.

Success Measure 1.2.1: Increase likes on our Facebook page by 100% to 658 by 6/30/2021.

Success Measure 1.2.2: Increase followers of our Facebook page by 100% to 682 by 6/30/2021.

Tactic 1.3: Utilize **email** to inform and update all or targeted groups of stakeholders about LTCF and AFHTN activities, training opportunities, and resources.

Success Measure 1.3.1: In FY21, provide at least 1 email each month on topics of interest to stakeholders.

Success Measure 1.3.2: Increase the number of email recipients in our database by 10% to 3,500 by 6/30/2020.

Tactic 1.4: Offer **webinars** to inform and educate stakeholders about the work of LTFC and AFHTN and introduce programs and resources (online surveys, HR best practices, ProviderOne training)

Success Measure 1.4.1: In FY21, present at least 1 webinar each month on topics of interest to stakeholders.

Success Measure 1.4.2: Increase the average number of attendees for each webinar by 20% by 6/30/2020.

Tactic 1.5: Send **mailers** through the US Postal Service to distribute LTFC and AFHTN publications (Annual Impact Report) and promote upcoming events and trainings (webinars, in-person and web-based meetings and conferences).

Success Measure 1.5.1: Send at least 3 mailers including publications and/or announcing upcoming activities by 6/30/2021.

Tactic 1.6: Conduct **online surveys** to gather input from stakeholders and DSHS-approved community instructors about their experiences, challenges, needs, and opportunities.

Success Measure 1.6.1: Conduct at least 2 online surveys for stakeholders and share results by 6/30/2021.

Success Measure 1.6.2: Conduct at least 1 online survey for DSHS-approved community instructors and share results by 6/30/2020.

Success Measure 1.6.3: Increase the average number of respondents to our online surveys of stakeholders by 20% to 500 by 6/30/2020.

Tactic 1.7: Offer presentations at **meetings and conferences** about LTCF and AFHTN activities, training opportunities, and resources and gather input from stakeholders. **Note: If we are unable to meet in-person due to COVID-19, we will utilize interactive and conversational web conferencing applications.**

Success Measure 1.7.1: Attend and offer presentations at 12 Adult Family Home Council Chapter Meetings by 6/30/2021.

Success Measure 1.7.2: Attend and offer a presentation at the annual Adult Family Home Council Fall Conference by 6/30/2021.

Success Measure 1.7.3: Attend and offer presentations at 7 Adult Family Home Council Spring Conferences by 6/30/2021.

Success Measure 1.7.4: Host and offer presentations at 3 Long-Term Care Foundation-sponsored in-person conferences by 6/30/2021.

Success Measure 1.7.5: Host and offer presentations at 10 Long-Term Care Foundation-sponsored conferences via interactive and conversational web conferencing applications by 6/30/2021.

Success Measure 1.7.6: Attend and offer presentations at 2 Tribal Summits or events that provide opportunities to engage with tribal partners by 6/30/2021.

Success Measure 1.7.7: Attend and offer presentations at 3 events sponsored by other partner organizations (Alzheimer's Association, the Dementia Action Collaborative, Senior Lobby, State Council on Aging) by 6/30/2021.

Tactic 1.8: Produce an **Annual Impact Report** as of the end of each fiscal year with data and narrative summarizing the work and impact of The Long-Term Care Foundation and the Adult Family Home Training Network.

Success Measure 1.8.1: Produce an Annual Impact Report for FY20 by 8/1/2020.

Strategic Objective 3: *Delivering Required Training*

Given our mandate from the Legislature and our contract with the Department of Social and Health Services, our top priority is delivering the training required for certification as a home care aide in a manner that is accessible, affordable, and specific to the needs of adult family home providers and staff.

Following our inventory and evaluation of current DSHS-approved community instructors, we contracted with two: Robin VanHying of Cornerstone Healthcare Training, LLC and Sarah Lane of S & H Training Center, Inc. to deliver the required training under the auspices of the Adult Family Home Training Network.

Tactic 3.1: Continue to reach out, evaluate, and contract with DSHS-approved community instructors to deliver the training required for certification as a home care aide.

Success Measure 3.1.2: Expand the number of DSHS-approved community instructors contracted with the Adult Family Home Training Network to 4 by 10/1/2020.

Success Measure 3.1.1: Expand the number of DSHS-approved community instructors contracted with the Adult Family Home Training Network to 6 by 1/1/2021.

Tactic 3.2: Track, measure and report Adult Family Home Training Network success in the number of courses offered, number of people trained, number of new certified home care aides created for adult family homes, and new geographical locations where training courses were offered for the first time.

Success Measure 3.2.1: Establish a baseline for the number of courses offered.

Success Measure 3.2.2: Establish a baseline for the number of people trained.

Success Measure 3.2.3: Establish a baseline for the number of new certified home care aides created for adult family homes.

Success Measure 3.2.4: Establish a baseline for new geographical locations where training courses were offered for the first time.

Strategic Objective 4: *Strengthening Workforce Development*

Growing the long-term care workforce must be a priority if we are to meet current and projected needs for qualified, well-trained, well-supported caregivers in adult family homes. Elevating caregiving as a career opportunity will help mitigate the rampant turnover among adult family home staff.

Tactic 4.1: Develop human resource best practice guidance for adult family home providers on subjects such as job description development and recruitment, job posting sites navigation, reviewing and screening applications, setting and conducting interviews, reference checks, matching training requirements, and discipline and termination.

Success Measure 4.1.1: Post at least 6 articles on the Long-Term Care Foundation website about HR resources and best practices by 6/30/2021.

Success Measure 4.1.2: Provide at least 6 interactive webinars or other trainings including virtual classroom applications educating providers about HR resources and best practices by 6/30/2021.

Tactic 4.2: Create and staff an HR resource for adult family home providers to contact for support and guidance.

Success Measure 4.2.1: Recruit and hire a new Workforce Development Specialist for the Long-Term Care Foundation staff by 8/31/2021.

Tactic 4.3: Develop and launch a pilot program to provide financial support for tuition and time to complete the required training for new long-term care workers.

Success Measure 4.3.1: Create a framework and parameters of the pilot program, including eligibility requirements, selection criteria, selection process, and conditions for acceptance of a fixed training benefit, by 10/1/2020.

Success Measure 4.3.2: Based on the availability of funds and adult family homes' Medicaid occupancy, provide this training benefit to 25-50 long-term care workers working in adult family homes by 6/30/2021.

Success Measure 4.3.3: Based on the availability of funds and adult family homes' Medicaid occupancy, provide reimbursement to participating adult family homes for the cost of tuition and time for employees participating in the pilot program by 6/30/2021.

Tactic 4.4: Develop a path to facility-based training.

Success Measure 4.4.1: Host at least 6 adult education courses at no cost for bargaining unit members and provide information about developing facility-based training programs based on member's assessed needs by 6/30/2021.

Tactic 4.5: Deliver training on using and understanding the ProviderOne payment system using materials developed and provided by the Department of Social and Health Services and including information about navigating the system, understanding authorizations, submitting a claim, remittance advice, client participation, and payment accuracy.

Success Measure 4.5.1: Deliver quarterly trainings, either in-person or via webinar, on the ProviderOne system beginning 10/1/2020.

Strategic Objective 5: *Building Our Infrastructure*

Growing the number and enhancing the roles of staff and volunteer leadership are essential to expanding the reach and impact of The Long-Term Care Foundation and the Adult Family Home Training Network. In FY21, as the depth and breadth of our work grows, we must ensure that the Foundation, through the Network, has the resources to implement its mission, satisfy the terms of the new long-term contract with the Department of Social and Health Services, and—most importantly—deliver required training and related services to more adult family home owners and staff in more places.

Staff

Tactic 5.1: Insure adequate and qualified staffing to successfully achieve our objectives and look to increase staff as workload requires and revenue allows.

Success Measure 5.1.1: Hire a new Workforce Development Specialist by 9/30/2020 to serve as a resource for adult family home providers to contact for HR support and guidance.

Tactic 5.2: Assess, acquire, and leverage appropriate technologies to increase efficiency and effectiveness as workload requires and revenue allows. Gather and analyze data to identify opportunities for improvement.

Tactic 5.3: Continue annual reviews and quarterly updates of all staff to ensure performance management is a process and not an event, beginning with individual performance plans at the beginning of the fiscal year and concluding with an annual review at fiscal year-end. The process will include an annual review of position descriptions and begin with a self-assessment.

Success Measure 5.3.1: Complete self-assessments, annual reviews, and individual performance plans for each staff member by 7/31/2020.

Success Measure 5.3.2: Complete quarterly performance updates for each staff member by 10/31/2020, 1/31/2021, and 4/30/2021.

Volunteer Leadership

Tactic 5.4: Continue to develop and engage our board of directors by to maximize their board experience and impact.

Success Measure 5.4.1: Introduce an orientation for new members by 11/30/2020.

Success Measure 5.4.2: Complete an annual check-up with each board member by 3/30/2021.

Tactic 5.5: Enhance the strength and diversity of our board by adding new members as appropriate.

Success Measure 5.5.1: Add 4 new board members, including a tribal partner, by 6/30/2021.

Tactic 5.6: Launch an advisory council to inform and complement the work of our board of directors. Council members will have no responsibility for governance, but they will have many opportunities to contribute to the planning, implementation, and evaluation of our work.

Success Measure: 5.6.1 Recruit at least 8 advisory council members, including adult family home providers and staff, community instructors, the Long-Term Care and Developmental Disabilities Ombuds, Adult Family Home Council business affiliate partners, and other community partners as appropriate by 6/30/2021.

**THE LONG-TERM CARE FOUNDATION
ADULT FAMILY HOME TRAINING NETWORK
FINAL REPORT OF DELIVERABLES
JANUARY 1, 2020-JUNE 30, 2020**

Mission

The mission of The Long-Term Care Foundation (LTCF) is to improve and develop access to high-quality long-term care services through public awareness, community connections, and a well-supported long-term care workforce.

Purpose

As required by Senate Bill 5672 (Attachment A), LTCF is the non-profit organization created to develop and manage the Adult Family Home Training Network (AFHTN) established by the exclusive bargaining representative of adult family homes designated under RCW 41.56.029 with the capacity to provide training, workforce development, and other services to adult family homes (AFH).

Funding

Senate Bill 5672 further directs that the parties to the collective bargaining agreement—the Adult Family Home Council, Office of Financial Management, and Department of Social and Health Services (DSHS)—negotiate a Memorandum of Understanding (Attachment B) to provide for contributions to AFHTN.

Pursuant to the terms of a Vendor Contract (Attachment C), DSHS and LTCF will allocate funding to build AFHTN through a portion of the negotiated training benefit outlined in the collective bargaining agreement.

COVID-19 Impact

The sudden onset and renewed spread of COVID-19 have dramatically impacted adult family homes and LTCF in our development of AFHTN. Adult family home operators have been overwhelmed with challenges in responding to the virus, including daily changes to infection control guidance and reporting requirements as well as ongoing difficulties in acquiring personal protective equipment. For the Long-Term Care Foundation, the virus denied us one of our most effective means of communication and stakeholder engagement—in-person interaction with adult family home owners and staff. COVID-19 required us to be creative and flexible in delivering our messaging and gathering information. In lieu of in-person conversations, meetings, and conferences, we utilized webinars and an online survey.

Lessons Learned

Given the many challenges adult family owners continue to face related to COVID-19, we are very grateful to those who took the time to visit our website and Facebook page and attend our webinars. We realize that we must make every effort to provide information, education, and support of consistent relevance and value to our stakeholders in these distracting and disruptive times. While the webinars were an effective way of reaching stakeholders and generated some great questions in the Q & A sessions that followed our presentations, we will be exploring the use of other web-based applications to promote greater interaction with stakeholders.

We believe we can also increase interaction by hosting web-based meetings for smaller groups. We have learned from participating in a great many meetings since the onset of the pandemic that platforms like

Zoom or GoToMeeting are excellent for engaging groups small enough so everyone can participate and share their thoughts and questions during, not merely at the end of, presentations.

The online survey also proved to be an effective way of gathering input from stakeholders about their experiences, needs, challenges, and opportunities. Survey responses are informing our process of developing new and follow-up questions for future surveys as well as topics for future webinars and other trainings.

Looking Ahead

As we have no way of knowing what the future holds regarding COVID-19 response and recovery, unless and until we can resume in-person interaction, we will continue to emphasize interactive and conversational web-based applications in our outreach to and engagement of adult family home owners and staff.

Deliverables: January 1, 2020-June 30, 2020

I. Ongoing Communications Plan

Measurable Outcomes

1. *Develop ongoing communication plan and present draft(s) to DSHS. Messaging shall include purpose, contributions (MOU), vision, next steps.*

We developed an ongoing Communications Plan (Attachment D) and Communications Table (Attachment E) to deliver messaging including information about the mission, purpose, and funding of LTCF and AFHTN as well as the next steps in creating and providing new resources for adult family homes.

2. *Delivery of messaging to all bargaining unit members, stakeholders, and tribal partners. Stakeholders will include, but are not limited to, community instructors, facility-based instructors, Department of Health, LTC Ombudsman, DD Ombudsman, and DSHS.*

We are delivering this messaging (Examples may be found in Attachment F), including information about the mission, purpose, and funding of LTCF and AFHTN as well as the next steps in creating and providing new resources for adult family homes, to all bargaining unit members, other stakeholders, and tribal partners. Other stakeholders include, but are not limited to, adult family home providers and staff, DSHS-approved community and facility-based instructors, the Department of Social and Health Services, the Department of Health, the Long-Term Care Ombuds, the Developmental Disabilities Ombuds, and the Adult Family Home Council.

3. *Delivery of messaging will include email campaign, social media, USPS physical mailers, in-person meetings, and webinars.*

We are delivering this messaging via multiple platforms, including regularly scheduled emails and webinars, and an annual impact report. With the onset of COVID-19, all planned stakeholder engagement meetings and tribal summits were cancelled due to limitations on gatherings and requirements for social distancing.

As of June 30, 2020, we created 30 email blasts (Examples may be found in Attachment F), each to 3,138 people, promoting our work and related activities, hosted webinar series in April (4 sessions) and June (3 sessions) and developed and disseminated an online survey.

4. *Develop web page for the Contractor to assist with ongoing communication plan.*

We developed a dedicated website (www.longtermcarefoundationwa.org) and Facebook page (<https://www.facebook.com/LTCFWA>). As of June 30, 2020, we recorded 668 visits to our new website and 365 likes and 379 people following our Facebook page (See Attachment G for a Benchmark screenshot of this data).

5. *The Contractor will provide a report to DSHS on delivery outcome of messaging as part of the “regular status update.”*

Our regular “Monthly Status Updates” include information about the content of our messaging and the number of people it reaches.

6. *Submit “regular status update” to DSHS by the first of each month covered under this Contract starting February 1, 2020. Include information about progress toward deliverables, areas of success, and areas where assistance is needed.*

With the exception of the Monthly Status Update for January, we submitted “regular status updates” (See Attachment H for the May 2020 Monthly Status Update) to DSHS on the first of each month including information about progress toward deliverables, areas of success, and areas where assistance is needed.

Looking Ahead

The long-term Vendor Contract, effective July 1, 2020, will include a deliverable for enhancing effective communications by continuing to increase awareness about the resources, relevance, and value of LTCF and AFHTN using a multi-platform communications plan to deliver timely messaging to all bargaining unit members, other stakeholders, and tribal partners.

II. Involve Statewide Stakeholder Groups and Tribal Partners in Process

Measurable Outcomes

1. *Use surveys, facilitated meetings, and facilitated work groups to gain input from stakeholders and tribal partners.*

We developed a set list of questions for stakeholder engagement to measure and assess training needs through facilitated discussions. We hosted three “pilot sessions” to gather stakeholder input and scheduled six facilitated discussions throughout the spring across the state to gather additional input. With the exception of the three pilot sessions, we invited DSHS staff to participate in all of our stakeholder activities. Marietta Bobba (ALTA Tribal Affairs Administrator), Patricia Hunter (State Long-Term Care Ombuds), and Betty Schwieterman (State DD Ombuds) are on our distribution list for all communications relating to the LTCF and AFHTN.

2. *Hold a minimum of four in-person stakeholder and tribal engagement meetings to assess training needs. DSHS staff must be invited to participate in all stakeholder meetings.*

With the onset of COVID-19, all planned stakeholder engagement meetings and two tribal summits were cancelled due to limitations on gatherings and requirements for social distancing.

3. *Develop online tools to measure and assess training needs, including surveys.*

In lieu of in-person facilitated discussions, we developed an online survey to gather stakeholder input. We hosted a series of webinars in April to introduce LTCF and AFHTN as well as the survey tool and another in June to review survey responses and resulting plans for FY21. We promoted the surveys via weekly emails and Facebook posts throughout April, May, and June.

In total, 845 people attended our 7 webinars, and 411 completed surveys (Lists of all webinar attendees may be found in Attachment I).

4. *Include a summary for each meeting and webinar, as well as notes from any other forum used to engage stakeholders and other tribal partners in the “regular status update” to DSHS.*

A summary report of the online survey as well as individual responses (Attachment J) was included in the regular status update to DSHS.

5. *Submit “regular status update” to DSHS by the first of each month covered under this Contract starting February 1, 2020. Include information about progress toward deliverables, areas of success, and areas where assistance is needed.*

With the exception of the Monthly Status Update for January, we submitted “regular status updates” (See Attachment H for the May 2020 Monthly Status Update) to DSHS on the first of each month including information about progress toward deliverables, areas of success, and areas where assistance is needed.

Looking Ahead

To achieve a deliverable in the new long-term contract, we plan to promote stakeholder engagement and continue to solicit input from stakeholder groups and tribal partners. We will involve them in informing the process of delivering the required training and developing effective strategies for growing the caregiver workforce. Hoping for the resumption of in-person gatherings on or soon after July 1, 2020, we will invite participation in presentations given by LTCF staff and open to all bargaining unit members. We will also continue our online outreach via webinars, web conferencing, and surveys. Should COVID-19-imposed restrictions on in-person gatherings continue in FY21, we will rely on webinars, web conferencing applications, and surveys to complete stakeholder engagement.

III. Community Instructor Procurement

Measurable Outcomes

1. *Evaluate current community and facility-based instructors’ availability, including their course approval information.*

We developed a list of questions and conducted telephone interviews with DSHS-approved community instructors to evaluate availability and course approval information. We selected Sarah Lane (S & H Training Center) and Robin VanHyning (Cornerstone Healthcare Training) because they are DSHS-approved, were highly recommended, provided excellent answers during our telephone interviews, and expressed strong interest in being a part of the AFHTN. (Profiles of Robyn and Sarah may be found in Attachment K) Our outreach to other DSHS-approved community instructors is ongoing, and we plan to bring on additional instructors to the AFHTN team in FY21.

2. *Secure commitments from at least one or more DSHS-approved community instructors who will subcontract with Contractor beginning June 1, 2020.*

We secured commitments from Sarah Lane (S & H Training Center) and Robin VanHyning (Cornerstone Healthcare Training) to serve as subcontractors.

3. *Submit draft contracting language for subcontractors (DSHS Checklist Request for Approval to Subcontract must be completed and submitted and DSHS approval is required before finalizing) to DSHS as part of a “regular status update”. Contractor may include the following language in subcontracts: “DSHS recognizes the right of the Contractor to negotiate*

agreements with its contractors/subcontractors regarding the distribution of information and/or materials related to the Adult Family Home Council (AFHC). However, such agreements may not infringe on DSHS-approved curriculums or interfere with the delivery of DSHS-approved curriculums. Any agreement between the LTCF and its contractors/subcontractors regarding the distribution of information and/or materials related to the AFHC shall not exceed 45 minutes.”

Draft contracting language for subcontractors (Attachment L) was submitted to and approved by DSHS. Subcontracts have been sent to Cornerstone Healthcare Training and S & H Training Center and will be submitted to DSHS when fully executed.

4. *Submit “regular status update” to DSHS by the first of each month covered under this Contract starting February 1, 2020. Include information about progress toward deliverables, areas of success, and areas where assistance is needed.*

With the exception of the Monthly Status Update for January, we submitted “regular status updates” (See Attachment H for the May 2020 Monthly Status Update) to DSHS on the first of each month including information about progress toward deliverables, areas of success, and areas where assistance is needed.

Looking Ahead

In FY21, we plan to expand the pool of contracted, DSHS-approved AFHTN community instructors to six. Also, we have introduced a new deliverable for the new long-term contract: “Strengthen Workforce Development”. Measurable Outcomes for this deliverable include developing human resource best practice guidance in print and online resources to be distributed to AFH providers on workforce-related subjects, creating a HR resource on LTCF staff for AFH providers to contact for support and guidance, developing and launching a pilot program to provide financial support for tuition and time to complete the required training for new long-term care workers, and developing a path to facility-based training through adult education offered at no additional cost to bargaining unit members as well as information about developing facility-based training programs based on members’ assessed needs and desires.

IV. Strategic Plan

Measurable Outcomes

1. *Develop a strategic plan that addresses access to training, affordability of training, curriculum recommendations, workforce development, training, and certification.*

An initial draft of the strategic plan was completed and submitted to DSHS on April 30, 2020. The plan has been updated to incorporate input regarding deliverables from DSHS and continued development of the long-term contract between DSHS and LTCF. The updated plan (Exhibit M) was submitted to DSHS on June 30, 2020.

2. *Submit “regular status update” to DSHS by the first of each month covered under this Contract starting February 1, 2020. Include information about progress toward deliverables, areas of success, and areas where assistance is needed.*

With the exception of the Monthly Status Update for January, we submitted “regular status updates” (See Attachment H for the May 2020 Monthly Status Update) to DSHS on the first of each month including information about progress toward deliverables, areas of success, and areas where assistance is needed.

Looking Ahead

Our three-year plan for FY21-23 is framed by five Strategic Objectives: #1 *Enhancing Effective Communications*, #2 *Activating Meaningful Stakeholder Engagement*, #3 *Delivering Required Training*, #4 *Strengthening Workforce Development*, and #5 *Building Our Infrastructure*. Details of each strategic objective are provided in the plan, including a narrative describing the importance of the objective as well as tactics and measures of success. We expect the strategic objectives to remain constant for the duration of the plan. The tactics and measures of success will be updated each year.

V. Final Report of Deliverables

Measurable Outcomes

1. *Submit draft of Final Report to DSHS for initial review and comments.*

The initial draft of the Final Report was submitted to DSHS on June 8, 2020.

2. *Submit Final Report to DSHS.*

The Final Report was submitted to DSHS on June 30, 2020.

Appendix 8 Long Term Care Foundation Fiscal Report

		MAY	YTD	FY21	
Revenue	Transfer from Adult Family Home Council		34,995.00		
	5000 Contract Income	44,974.89	77,330.37	648,000.00	Estimated 54,000.00/month
	5100 Contribution Income				
	5999 Uncategorized Income				
Total Revenue		44,974.89	112,325.37	648,000.00	
Expenditures					
	6000 Advertising & Marketing		171.90		
	6015 Conference Expenses			5,400.00	3 LTCF-Sponsored Conferences
	6030 Equipment Lease				
	6050 Insurance			3,000.00	D & O + Liability + Contents
	<u>6070 Legal & Professional Services</u>				
	6071 Accounting Fees	1,112.50	1,400.00	3,000.00	Anna Brown + Jenelle Riffe Porsche Everson
	6072 Consulting Services		1,268.75	2,000.00	
	6073 Legal Fees				
	6070 Legal & Professional Services	1,112.50	2,668.75	5,000.00	
	6080 Office Supplies & Software				
	6090 Other Office Expenses	76.58	350.06	960.00	Quickbooks Online
	<u>6100 Payroll Expenses</u>				
	6101 Salaries & Wages	10,254.55	57,298.59	201,500.00	
	6102 Payroll Taxes	3,298.18	10,439.28	36,270.00	
	6103 Company Contributions	500.00	2,191.16	6,000.00	401k Contributions
	6100 Payroll Expenses	14,052.73	69,929.03	243,770.00	
	6110 Postage & Shipping				
	6120 Printing				
	6130 Rent			36,000.00	Estimated 3,000/month
	6170 Telephone				
	<u>6180 Travel & Entertainment</u>				
	6181 Entertainment				

6182	Lodging				
6183	Meals				
6184	Mileage & Parking		708.56		
6180	Travel & Entertainment		708.56		
			<hr/>	<hr/>	
	Program Expenses			157,500.00	HCA Pilot
				<hr/>	
Total	Expenditures	15,241.81	73,828.30	451,630.00	
Net Revenue		25,835.32	38,497.07	196,370.00	



STATE OF WASHINGTON
DEPARTMENT OF SOCIAL AND HEALTH SERVICES

Aging and Long-Term Support Administration

PO Box 45600, Olympia, WA 98504-5600

March 13, 2020

In accordance with our DSHS contract monitoring guidelines this letter includes items discussed at our meeting on February 25th.

For the month of January, The Long Term Care Foundation did not comply with the following contractual requirements:

Ongoing Communication Plan –

1. Delivery of messaging did not include bargaining unit members, tribal partners, and all stakeholders identified in the contract.
2. The Contractor did not provide a report to DSHS on delivery outcome of messaging with the regular status update.

Involve statewide stakeholder groups and tribal partners in process –

1. DSHS staff was not invited to participate in all stakeholder meetings. Nor was their evidence that tribal partners were invited to participate.
2. A summary for each meeting, webinar, as well as notes from any other forum used to engage stakeholders and tribal partners was not included in the regular status update.

As discussed in the meeting, the department did not withhold payment for not meeting the contract requirements stated above. This letter is to inform the contractor per DSHS guidelines and we are available to answer any questions you may have at any point during this process.

Sincerely,

A handwritten signature in cursive script that reads "M. Christine Morris".

M. Christine Morris, Office Chief

Training, Communications, Development and Quality
Assurance Unit



STATE OF WASHINGTON
DEPARTMENT OF SOCIAL AND HEALTH SERVICES

Aging and Long-Term Support Administration
PO Box 45600, Olympia, WA 98504-5600

June 19, 2020

In accordance with our DSHS contract monitoring guidelines, this letter includes the compliance item discussed in our meeting on June 19th.

For the month of June, The Long-Term Care Foundation did not comply with the following contractual requirement:

Draft of Final Report of Deliverables –

The Contractor did not submit a draft of the final report to the department by June 1st.

As discussed in the meeting, the department did not withhold payment for not meeting the contract requirements stated above. This letter is to inform the contractor per DSHS guidelines and we are available to answer any questions you may have at any point during this process.

Sincerely,

A handwritten signature in black ink that reads "M. Christine Morris".

M. Christine Morris, Office Chief

Training, Communications, Development and Quality
Assurance Unit

