HCAW Board Packet

October 21, 2021

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Strategic Planning Dashboard (See Attachment in Email)

HCAW October 2021 Board Meeting Agenda

Our Vision: We are inspired to position homecare services as a leader in healthcare in Washington State.

Date: 10/18/21		**Time:** 10:00 a.m.-11:00 a.m.	**Location:** GoTo Meeting	
TIME	**TOPIC**	**DISCUSSION**	**ACTION PLAN**	**RESPONSIBLE**
10:00 a.m.	Call to Order	Welcome/Updates • Consent Agenda: September 2021 Minutes • Renewed AMI Contract	Acceptance	Rachel/All
10:05 a.m.	Financial Reports	• September Financials: Update and Acceptance	Acceptance	Brent
10:10 a.m.	Voting Items	• Marc Berg Contract – Option C • HCANY Sepsis Tool	Discussion/Vote	Donna
10:15 a.m.	Legislative Updates	• Clinical Director Report • Public Policy Report	Review and Questions	Leslie Donna
10:25 a.m.	Discussion Items	• Vaccine Mandates	Discussion	Brent
10:35 a.m.	Strategic Plan	Review open items from strategic planning (email attachment)		All
11:00 a.m.	Adjourn/Action Items	*Our Mission: To promote the long-term growth and sustainability of in-home services in Washington State. HCAW provides leadership for consumers by unifying in-home services providers through public outreach, education, legislative advocacy and supporting practice standards.*		

Board Meeting Teleconference Minutes
Thursday September 16, 2021

10:00 am-11:00 am

Our Vision: We are inspired to position homecare services as a leader in healthcare in Washington State.

ATTENDANCE

Board: Officers: President; Brent Korte, President-Elect/Treasurer; **Directors:** Gina Anderson, Jason Darling, Lisa Shaw, Deb Strom, Kelly Pajinag, Amber Hahn-Keenan, Lisa Shaw, Geoff Meinken

Staff: Leslie Emerick, Public Policy Director; Donna Goodwin, Clinical Director; Carissa Linnane Executive Director.

Not in Attendance: Directors: Melinda Moore, Imee Nebres, Shelly McDiarmed

CALL TO ORDER

Meeting called to order at 10:03 am
Consent Agenda: August Minutes accepted as provided.

FINANCE REPORTS

Financial Reports:
Amber K., Brent K., Lianna C., and Carissa L. have been working to clean up our financials, so they better align with this organizations expectation and provide full transparency. We still have some work to do, but we are nearly there.

Amber K. shared that we have developed a deferred dues revenue calculator. Carissa L. provided and Executive Level review of the financial reports.

August Financials accepted as provided.

General Announcements:
Brent K. asked that we make time in the meeting to discuss National vaccine mandates.

CERTIFICATE OF NEED

Review of Marc Berg's Proposal in Board Packet.
Brent K. opened the discussion outlining the purpose of Marc's research. Donna added that the last time Certificate of Need was updated was 187 and it needs to be modernized. Discussion followed around the timing of the rulemaking process which is scheduled to begin this Fall. With

a recent increase in COVID cases in Washington this could change.

Geoff left the meeting at 10:30 AM.

Leslie E. Joined the meeting at 10:31 AM.

Motion to present an Option C to Marc B. that includes the content of Option A except the term would be 1 year with the option to negotiate a 2nd year within 3 months of the first year's completion – Motion passed.

PUBLIC POLICY REPORT

- **Complete report in board packet.**
- **Key Topics:**
    - Leslie E. is currently at Seattle Children's working to get kids out of the hospital back into their homes.
    - This week we held a meeting with Brent K. and the Governor's office. Due to a 5th wave of COVID-19 in our state we are looking at different ways to get patients our of hospitals and into home health. We have support from the DOH and the Governor's office to pilot this program. We have the commitment of a one-time enhancement payment of $3,000 per patient to get them moved to home health and out of the hospital. If the pilot program is successful, this program may be opened to all home health agencies in WA.
    - The Hospice Association has been working on getting a Palliative Care Bill prepared for the 2023 legislative session. The Board supports partnering with the Hospice Association on this piece of legislation. Leslie E. asked that we talk about this more when were doing our Strategic plan for 2022-2023.

CLINICAL DIRECTOR REPORT

- **Full report in the Board packet**
- **Key Topics:**
    - RCTC Learn – Recommendations have been provided in the board packet.
    - We have a list of over 200 potential members on this list.
    -
    -

Due to time constraints, Brent K. proposed that we utilize 30-minutes on our agenda for the upcoming planning meeting to review the topics we were unable to cover today.

ACTION ITEMS

- **Carissa:**
    - Follow-up with Marc Berg to finalize the terms of an Option C on his research proposal based on the motion approved in the above record.
- **Donna:** Setup a meeting between the Board and the Sepsis Tool to review the clinical implementation of this resource.

Association Management Inc.
delivering association success since 1996

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Association Management Contract

This contract, written this 23rd day of September 2021, between the Home Care Association ofWashington (HCAW) hereinafter referred to as "Client" and Association Management, Inc. a Washington Corporation, hereinafter referred to as "Firm";

1. **Services:** The Client engages provider and provider agrees to be engaged, as an independent contractor, subject to terms and conditions hereof, to perform using our office as your HCAW "officeof record" with toll free telephone number, dedicated telephone line, e-mail accounts, fax, physical address, etc. This contract is for full professional management of HCAW. Firm shall endeavor to provide all management for Client with basic parameters. Many tasks Firm will perform are not specified below. Parameters of work to include:

ADMINISTRATIVE

- Act as Executive Director in day-to day operations and contacts with members and public(telephone, email, mail) and lead association towards growth.
- Offer pro-active professional non-profit association management input as needed

LEADERSHIP SUPPORT:

- Call in/attend 10 Board of Directors meetings annually. Includes drafting agendas, sending notifications with all necessary documents, taking minutes, and all logistical work required
- Conduct, record, and distribute action plan for a Board Orientation and annually update the Strategic Plan. Monthly board reports will include progress towards goal toward the strategic plan.
- Hold annual elections.
- Basic monthly support for up to 6 committees, including surveys and reporting as needed and ensure monthly progress toward goals is included in the committee reports.
- Working closely with business partners/sponsors to achieve common goals
- Liaise with various entities and National (NAHC) on a monthly basis.

EVENTS:

- Full logistic preparation, promotion, program book, oversee and recap of up to 3 meetings annually, aswell as basic promotion of up to 40 partner meetings

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FINANCIAL:

- Produce and distribute 1099's to vendors annually
- Full budgeting, dues invoicing and deposit, event budgeting, monthly bank reconciliations, monthly General Journal entries as specified in process, monthly financial statement preparation and distribution, full accounts payable, full accounts receivable collections and processing.
- Manage all chapter financial data collection, input, and reporting.
- Financial reports will be generated on an accrual basis and follow GAAP rules. Firm will provide regular (monthly) financial and bank statements to validate and verify.
- Third party CPA review up to twice a year as requested by board.
- Transparently report all event Profit & Loss: Provide brief narrative explanation for outliers on financial statements.
- Working with a CPA for the annual tax return preparation

MEMBERSHIP:

- Maintenance of member accounts and rosters
- Updating list of member agencies and non-member agencies at least monthly
- Process new member applications and welcomes

COMMUNICATIONS:

- Drive membership by:
    - Updating website bi-weekly for events and data as needed
    - Collate, design, and distribute monthly e-newsletters
    - Bi-weekly Social Media posts as identified by committee, on up to 3 platforms
- E-mail flashes for information sharing as directed by the Board and Committee

SPECIAL:

- Oversee Political Action Committee activities and reporting, serving as PAC Treasurer. Lead PAC fundraising.
- Firm will notify the board if there is a change in personnel at least 30 days prior to the change. For emergencies or no more than 48 hours after firm becomes aware of a personnel or otherwise substantive change.
- Oversee and bi-directional communication with Clinical Director and Legislative Analyst/Public Policy Committee.

Columbia Bank is a partner entity, offering online access and functionality and is recommended byFirm. However, bank of Clients choice will be used and Firm will not be held liable for Clients' accounts payable. Firm may, at its discretion, request specific directives for action be signed by authorized signers of the Client prior to action. Facsimile and e-mail authorization are allowed underthe terms of this contract.

2. Compensation: The Client agrees to pay, and Firm agrees to accept compensation at the rate of $6,900.00 per month ($82,880.00 annually), plus expenses such as postage, copies, office supplies, telephone long distance, web hosting, mileage, conference travel, etc. Copies are billed at $0.085 B&W *I* $0.385 color, per page. The hours, dates and places of service shall be determined by Firm with due regard to the needs and interest of the Client. Any new or special projects not

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included in this document will be a time and materials bid provided to the Board of Directors in advance of work performed. (Billable rates range from $35.00 to $195.00 per hour.) Services to be paid in advance, within 10 days of invoice. Unpaid invoices are subject to a late fee of 1½ % per month.

3. Term: This agreement shall take effect October 1, 2021. This contract may be terminated by either party with proper notification or for cause. Proper notification shall be 90 days. Terminations by either party for cause will require just thirty (30) calendar days' notice. Client acknowledges that firm provides professional management services and agrees to respect staff knowledge of matters pertaining to not-for-profit entities. Client may choose to disregard Firm's advice at any time. Contract will renew annually at the rate stipulated in Client approved budget

4. Independent Contractor Status: Nothing in this contract shall be deemed to create an employer-employee relationship. The relationship between the parties shall be as independent contractor.

5. Ownership of Documents: If either party terminates the contract the Firm agrees to disgorge allfiles and papers to the Client in the same format Firm has maintained them. Files will be kept for Client by Firm only during contract period as required by Client policy.

6. Insurance: Client is required to carry Commercial Liability and Directors & Officers insurance while this contract is in force. Indemnification of Firm for actions performed under this contract is required. Firm is required to carry Errors and Omissions insurance during term of contract.

7. Attorney's Fees & Jurisdiction: Any legal actions between Firm and Client shall be filed in King County and each entity will pay their own attorney's fees and costs. For actions by outside parties arising through normal activities as herein specified performed by Firm, Client agrees to submit to their insurance and guarantees to pay attorney's fees and additional hourly costs borne by Firm ontheir behalf if insurance does not cover.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by theirauthorized signers this 23rd day of September 2021.

Rachel Manchester
President / Home Care Association of Washington

Lianna S. Collinge, CAE
President/ Association Management Inc.

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Home Care Association of Washington
Profit & Loss Budget vs. Actual
July through September 2021

	Jul - Sep 21	Budget	% of Budget
Ordinary Income/Expense			
Income			
PAC Contributions	500.00	0.00	N/A
MEMBERSHIP			
Affiliate Dues	1,149.90	3,200.00	35.93%
Provider Dues	47,815.83	180,000.00	26.56%
Total MEMBERSHIP	48,965.73	183,200.00	26.73%
OPERATING			
Job Target/Career Board	0.00	1,300.00	0.0%
Total OPERATING	0.00	1,300.00	0.0%
PROGRAMMING			
Annual Meeting/Conv - Spring			
Sponsorships/Endorsements/Rebat	0.00	3,000.00	0.0%
Annual Meeting/Conv - Spring - Other	0.00	41,000.00	0.0%
Total Annual Meeting/Conv - Spring	0.00	44,000.00	0.0%
Conf Trade Show Booth	0.00	3,000.00	0.0%
OCS OASIS Partnership	0.00	1,500.00	0.0%
Workshops/Seminars	274.90	21,250.00	1.29%
Total PROGRAMMING	274.90	69,750.00	0.39%
Total Income	49,740.63	254,250.00	19.56%
Gross Profit	49,740.63	254,250.00	19.56%
Expense			
ADMINISTRATIVE			
Bank / Merchant Fees	33.80	2,900.00	1.17%
Business License	0.00	10.00	0.0%
Insurance	521.68	2,300.00	22.68%
Management	20,700.00	82,800.00	25.0%
Office Supplies	7.10	300.00	2.37%
Postage	3.10	350.00	0.89%
Printing/Copies	61.86	400.00	15.47%
Publications/Subscriptions	375.84	1,500.00	25.06%
Telephone	78.01	500.00	15.6%
Total ADMINISTRATIVE	21,781.39	91,060.00	23.92%
ADVOCACY			
Lobbyist Expenses	0.00	1,750.00	0.0%
Lobbyist/Legislative Consultant	11,700.00	44,400.00	26.35%
Policy & Advocacy	500.00	1,500.00	33.33%
Total ADVOCACY	12,200.00	47,650.00	25.6%
COMMUNICATIONS			
Website- Reg & Maint	3,130.00	2,400.00	130.42%
Total COMMUNICATIONS	3,130.00	2,400.00	130.42%
LEADERSHIP			
Board Meetings	0.00	1,750.00	0.0%
Strategic Planning	650.00	1,500.00	43.33%

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Home Care Association of Washington
Profit & Loss Budget vs. Actual
July through September 2021

	Jul - Sep 21	Budget	% of Budget
Total LEADERSHIP	650.00	3,250.00	20.0%
MEMBERSHIP SERVICE/RETENTION			
Clinical Director	7,500.00	30,000.00	25.0%
Clinical Director Expenses	0.00	500.00	0.0%
NAHC Dues/Other Memberships	250.00	1,500.00	16.67%
Public Relations/ Awards	0.00	250.00	0.0%
Total MEMBERSHIP SERVICE/RETENTION	7,750.00	32,250.00	24.03%
PROGRAMS			
Annual Mtg/Convention Spring			
A/V - Technology	0.00	8,300.00	0.0%
Food and Beverage	0.00	18,500.00	0.0%
Speaker	0.00	9,000.00	0.0%
Syllabus	0.00	2,500.00	0.0%
Total Annual Mtg/Convention Spring	0.00	38,300.00	0.0%
Workshops/Seminar Expense			
A/V-Technology	1,440.00	3,250.00	44.31%
Food and Beverage	0.00	2,000.00	0.0%
Lodging & Transportation	0.00	1,500.00	0.0%
Other Workshops/Seminar Expense	275.00	2,000.00	13.75%
Speaker	0.00	10,000.00	0.0%
Syllabus Copies	0.00	2,500.00	0.0%
Total Workshops/Seminar Expense	1,715.00	21,250.00	8.07%
Total PROGRAMS	1,715.00	59,550.00	2.88%
Total Expense	47,226.39	236,160.00	20.0%
Net Ordinary Income	2,514.24	18,090.00	13.9%
Other Income/Expense			
Other Income			
Interest & Dividends	676.36	750.00	90.18%
Gain/Loss on Investments	-2,598.95	0.00	N/A
Total Other Income	-1,922.59	750.00	-256.35%
Net Other Income	-1,922.59	750.00	-256.35%
Net Income	591.65	18,840.00	3.14%

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Home Care Association of Washington
Balance Sheet Prev Year Comparison
As of September 30, 2021

	Sep 30, 21	Sep 30, 20	$ Change	% Change
ASSETS				
Current Assets				
Checking/Savings				
Baird Cash and Equivalents	36,395.98	33,970.00	2,425.98	7.14%
Bairds Investment Assets	119,628.17	92,493.21	27,134.96	29.34%
Columbia Checking 0944	81,525.06	39,365.83	42,159.23	107.1%
Columbia Money Mkt #0936	65,693.30	65,682.93	10.37	0.02%
PAC - Columbia #0951	1,179.81	0.00	1,179.81	100.0%
Paypal	0.00	525.00	-525.00	-100.0%
Total Checking/Savings	304,422.32	232,036.97	72,385.35	31.2%
Accounts Receivable				
Accounts Receivable	15,614.90	13,375.00	2,239.90	16.75%
Total Accounts Receivable	15,614.90	13,375.00	2,239.90	16.75%
Other Current Assets				
Prepaid Annual Meeting Expenses	750.00	750.00	0.00	0.0%
Prepaid Expenses	5,900.00	4,075.00	1,825.00	44.79%
Prepaid Insurance	2,329.22	108.33	2,220.89	2,050.12%
Prepaid Workshop Expenses	12,880.00	6,080.00	6,800.00	111.84%
Undeposited Funds	175.00	0.00	175.00	100.0%
Total Other Current Assets	22,034.22	11,013.33	11,020.89	100.07%
Total Current Assets	342,071.44	256,425.30	85,646.14	33.4%
TOTAL ASSETS	342,071.44	256,425.30	85,646.14	33.4%
LIABILITIES & EQUITY				
Liabilities				
Current Liabilities				
Accounts Payable				
Accounts Payable	660.00	1,463.75	-803.75	-54.91%
Total Accounts Payable	660.00	1,463.75	-803.75	-54.91%
Other Current Liabilities				
Deferred Dues				
Affiliate Dues	887.41	227.53	659.88	290.02%
Provider Dues	42,525.81	42,475.43	50.38	0.12%
Total Deferred Dues	43,413.22	42,702.96	710.26	1.66%
Deferred Workshop Income	0.00	1,425.00	-1,425.00	-100.0%
Payable to HCAW PAC	100.00	0.00	100.00	100.0%
Total Other Current Liabilities	43,513.22	44,127.96	-614.74	-1.39%
Total Current Liabilities	44,173.22	45,591.71	-1,418.49	-3.11%
Total Liabilities	44,173.22	45,591.71	-1,418.49	-3.11%
Equity				
Retained Earnings	59,762.07	-51,012.49	110,774.56	217.15%
Unrestricted Net Assets	237,544.50	237,544.50	0.00	0.0%
Net Income	591.65	24,301.58	-23,709.93	-97.57%
Total Equity	297,898.22	210,833.59	87,064.63	41.3%
TOTAL LIABILITIES & EQUITY	342,071.44	256,425.30	85,646.14	33.4%

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Home Care Association of Washington
Profit & Loss Prev Year Comparison
July through September 2021

	Jul - Sep 21	Jul - Sep 20	$ Change	% Change
Ordinary Income/Expense				
Income				
PAC Contributions	500.00	0.00	500.00	100.0%
MEMBERSHIP				
Affiliate Dues	1,149.90	227.49	922.41	405.47%
Provider Dues	47,815.83	37,461.34	10,354.49	27.64%
Total MEMBERSHIP	48,965.73	37,688.83	11,276.90	29.92%
OPERATING				
Job Target/Career Board	0.00	118.16	-118.16	-100.0%
Total OPERATING	0.00	118.16	-118.16	-100.0%
PROGRAMMING				
Annual Meeting/Conv - Spring	0.00	3,208.33	-3,208.33	-100.0%
Workshops/Seminars	274.90	0.00	274.90	100.0%
Total PROGRAMMING	274.90	3,208.33	-2,933.43	-91.43%
Total Income	49,740.63	41,015.32	8,725.31	21.27%
Gross Profit	49,740.63	41,015.32	8,725.31	21.27%
Expense				
ADMINISTRATIVE				
Bank / Merchant Fees	33.80	0.00	33.80	100.0%
Insurance	521.68	341.25	180.43	52.87%
Management	20,700.00	7,500.00	13,200.00	176.0%
Office Supplies	7.10	0.00	7.10	100.0%
Postage	3.10	0.00	3.10	100.0%
Printing/Copies	61.86	0.00	61.86	100.0%
Publications/Subscriptions	375.84	0.00	375.84	100.0%
Telephone	78.01	0.00	78.01	100.0%
Total ADMINISTRATIVE	21,781.39	7,841.25	13,940.14	177.78%
ADVOCACY				
Lobbyist/Legislative Consultant	11,700.00	11,100.00	600.00	5.41%
Policy & Advocacy	500.00	375.00	125.00	33.33%
Total ADVOCACY	12,200.00	11,475.00	725.00	6.32%
COMMUNICATIONS				
Website- Reg & Maint	3,130.00	0.00	3,130.00	100.0%
Total COMMUNICATIONS	3,130.00	0.00	3,130.00	100.0%
LEADERSHIP				
Strategic Planning	650.00	0.00	650.00	100.0%
Total LEADERSHIP	650.00	0.00	650.00	100.0%
MEMBERSHIP SERVICE/RETENTION				
Clinical Director	7,500.00	3,982.50	3,517.50	88.32%
NAHC Dues/Other Memberships	250.00	0.00	250.00	100.0%
Total MEMBERSHIP SERVICE/RETENTION	7,750.00	3,982.50	3,767.50	94.6%
PROGRAMS				
Workshops/Seminar Expense				
A/V-Technology	1,440.00	1,080.00	360.00	33.33%

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Home Care Association of Washington
Profit & Loss Prev Year Comparison
July through September 2021

	Jul - Sep 21	Jul - Sep 20	$ Change	% Change
Other Workshops/Seminar Expense	275.00	0.00	275.00	100.0%
Total Workshops/Seminar Expense	1,715.00	1,080.00	635.00	58.8%
Total PROGRAMS	1,715.00	1,080.00	635.00	58.8%
Total Expense	47,226.39	24,378.75	22,847.64	93.72%
Net Ordinary Income	2,514.24	16,636.57	-14,122.33	-84.89%
Other Income/Expense				
Other Income				
Interest & Dividends	676.36	562.30	114.06	20.29%
Gain/Loss on Investments	-2,598.95	7,102.71	-9,701.66	-136.59%
Total Other Income	-1,922.59	7,665.01	-9,587.60	-125.08%
Net Other Income	-1,922.59	7,665.01	-9,587.60	-125.08%
Net Income	591.65	24,301.58	-23,709.93	-97.57%

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Data Subscription Service Agreement

This Data Subscription Service Agreement (the "Agreement") is by and between Berg Data Solutions, LLC ("BDS") and Homecare Association of Washington, 5727 Baker Way NW Suite 200 Gig Harbor, WA 98332 ("Subscriber"), and is effective as of the last date signed by a party (the "Effective Date").

BDS hereby grants a license to Homecare Association of Washington ("Subscriber") to access and use BDS' Medicare Database (the "Database"), on the terms and conditions set forth below.

I. Access and Use of Database.

A. Access. Under the license granted under this Agreement, BDS will provide Subscriber access to the Database to view, use and/or download certain information contained therein, solely for Subscriber's use.

B. Access Restrictions. Subscriber shall, and shall ensure that each Provider shall:

1. Not reverse engineer or otherwise attempt to discern any proprietary architecture of the Database.
2. Use the Database, and all information in and derived from the Database, solely for Subscriber's internal use;
3. Not use the Database in any way which, in BDS's reasonable judgment, adversely affects, in BDS' sole judgment, the performance or function of the Database or the ability of other subscribers to use the Database.
4. Access and use the Database in compliance with all applicable laws, statutes, regulations, and ordinances in effect from time to time, and any additional usage requirements required by BDS, during the term of this Agreement from time to time.
5. Use the Database, and all information in it, including all reports created using or derived from Database information, solely for Subscriber's internal use, and not re-sell, publish, distribute, allow access to, or transfer the rights in, any information in the Database or report created using the Database, to any person for any reason. Notwithstanding the foregoing, Subscriber may distribute limited extracts of information and analyzed information from the Database for its own uses, so long as such distribution is done in a non-systematic manner and is attributed to BDS.

II. Database Ownership. The license granted by BDS to Subscriber under this Agreement shall be limited by the terms and conditions of this Agreement, non-exclusive, fully paid-up, and non-transferable. Such license shall be co-extensive with the term of this Agreement. All rights, title, and interest in and to the Database, and all information in it, are and shall remain the property of BDS or the third party from whom BDS licenses the information, as applicable. By permitting access to the Database, BDS does not convey any interest in or to the Database, or any other BDS property or services, to Subscriber. Subscriber shall protect the copyright and/or other proprietary rights of BDS in the Database and information in the Database during and after the term of this Agreement, and honor and comply with reasonable requests by BDS to protect its contractual, statutory and common law rights in the Database and information therein.

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III. Limitations.

A. No uptime obligation. BDS shall use its best efforts to ensure that the Database is accessible at all times, but BDS shall not be responsible for ensuring that the Database is up and running all the time.

B. Monitoring. BDS may monitor and record each Provider's Database activity and use, and use such information for BDS' internal operations. To the extent described in Section V.C of this Agreement, BDS shall maintain such information confidential and not disclose it to any third party.

IV. Compensation. As compensation for BDS' provision of the services, licenses, and rights granted to Subscriber under this Agreement, Subscriber shall pay to BDS the fees, and on the terms, set forth in Addendum A.

V. Confidentiality and Security.

A. Username and Password. The Database may be accessed and used solely by Subscriber's employees or agents named on Addendum A (each a "Provider"). BDS will provide each Provider with a unique username and password that will permit only that Provider to access and use the Database.

B. Password security. Subscriber shall ensure that each Provider maintains the confidentiality and security of his/her username and password, and not disclose Provider's username or password, or otherwise permit access to the Database, to any other person, including any other Provider or Subscriber person, or any third party, using Provider's username or password. Subscriber is solely responsible for maintaining the confidentiality and security of any identifying credentials (including Provider's username and password) provided by BDS and/or used by each Provider to access the Database. Subscriber shall indemnify and hold harmless BDS against any and all loss or claim suffered by BDS in any way resulting from Subscriber's failure to maintain such confidentiality and security.

C. Confidential Information. Each party receiving confidential information (the "receiving party") from the other party (the "disclosing party") shall hold all confidential information provided by the disclosing party pursuant to this Agreement confidential, including pricing for BDS' services described on the Addendum A. The receiving party's confidentiality obligations shall not apply to any confidential information to the extent the receiving party is required to disclose such information pursuant to a subpoena, court order, or similar lawful demand (a "Demand"). Before disclosing such confidential information, the receiving party shall notify the disclosing party that it has received such Demand with sufficient advance notice to allow the disclosing party to seek a protective order or take other measures to preserve the confidentiality of the confidential information.

VI. Term, Termination, and Renewal. The initial term of this Agreement shall be one (1) year from the Effective Date. This Agreement shall automatically renew at the expiration of the initial term for an unlimited number of successive one (1) year terms, unless notice of non-renewal is given as described below. If Subscriber desires not to renew this Agreement after the expiration of the initial term or any renewal term, Subscriber shall provide at least thirty (30) days written notice to BDS before expiration of the then-current term. Subscriber may add or drop individual Providers at the time and in the manner described on Addendum A. The annual pricing for the first two (2) years of renewal will be fixed at $10.000 per year.

VII. Limitations.

A. Subscriber shall be solely responsible providing its own internet access, maintaining the security and privacy of its internet service and the system on which its information, including any information obtained from the Database, is maintained.

B. Disclaimer of Warranties. Subscriber and Provider agree that the information in the Database has been gathered by BDS from publicly available sources, and that BDS specifically disclaims any warranty or representation that such information is accurate. BDS shall have no liability to Subscriber, any Provider or any third party for ensuring that such information is accurate. The information contained in the Database is provided to Subscriber on an "as is, where is" basis. BDS does not make any express or implied warranty of any kind, including but not limited to, any express of implied warranty of merchantability or fitness for a particular purpose for the services to be provided by BDS under this Agreement.

C. Indemnification. Subscriber agrees to indemnify and hold BDS harmless from and against all damages, losses, and expenses of any kind arising out of (1) Subscriber's breach of this Agreement, (2) Subscriber's and any Provider's failure to perform its duties and/or obligations under this Agreement, including maintaining confidentiality of any Provider's username and/or password, and (3) Subscriber's and any Provider's use of the Database, or any information in the Database, in any manner other than explicitly described in this Agreement.

D. Limitation of liability. BDS' aggregate liability to Subscriber for any breach of this Agreement shall in no event exceed the aggregate fees paid by Subscriber to BDS pursuant to this Agreement in the twelve (12) month period preceding the data of the alleged breach.

VIII. General Provisions.

A. Governing Law and Venue. In all respects, this Agreement shall be governed by Washington law, excluding the application of conflict of laws rules. Any action at law or equity to enforce or construe this Agreement shall be brought in the courts exclusively in and for Clark County, Washington, and each party consents to such courts' exercise of personal jurisdiction over it, him, or her.

B. Notices. All notices or reports permitted or required under this Agreement shall be in writing and shall be delivered by personal delivery, facsimile transmission, or by certified or registered mail, return receipt requested, and shall be deemed given upon personal delivery, three (3) days after deposit in the mail, or upon acknowledgment of receipt of electronic transmission. Notices shall be sent to the signatory of this Agreement at the address set forth at the end of this Agreement or such other address as either party may specify in writing.

C. Injunctive Relief. Notwithstanding any other provision of this Agreement, it is understood and agreed that breach of the provisions of this Agreement regarding the protection of confidential information by Subscriber shall cause BDS irreparable damage for which recovery of money damages would be inadequate, and that BDS shall therefore be entitled to obtain timely injunctive relief to protect BDS's rights under this Agreement, in addition to any and all remedies available at law.

D. Change of Law. The terms of this Agreement are intended to be in compliance with all federal, state and local statutes, regulations and ordinances applicable on the date this Agreement takes effect including but not limited to, the privacy and security standards of the Health Insurance Portability and Accountability Act of 1996 set forth at 45 CFR parts 160 and 164 (collectively "HIPAA") and, in the event of conflict, the state and/or the federal law will supersede the terms of this Agreement. The parties agree to execute such amendments as may be necessary for HIPAA compliance as additional regulations are promulgated or become final and effective.

E. Miscellaneous. In performing their respective obligations under this Agreement, the parties agree that their relationship is that of independent contractors and not that of partners, joint ventures, agents, employees, or part-time employees of the other party. Neither party will represent itself as, act or purport to act as or be deemed to be the agent, representative, employee, or servant of the other party. Neither the Subscriber nor any of its employees shall have any control over the manner, mode or means by which BDS, its representatives or employees, perform the Services required herein. The failure of either party to require performance by the other party of any provision of this Agreement shall not affect the full right to require such performance at any time afterwards. Waiver by either party of a breach of any provision of this Agreement shall not be taken or held to be a waiver of the provision itself. In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by an applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole. In such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions. Subscriber warrants that it has full power to enter into and perform this Agreement, and that the person signing this Agreement on Subscriber's behalf has been duly authorized and empowered to enter in this Agreement, understands it, and agrees to be bound by it. The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or extent of such section, or in any way affect this Agreement in any legal proceeding between the parties, the prevailing party shall be entitled to recover attorney's fees and expenses. BDS shall not be liable or responsible for any delay or failure in performance if such delay or failure is due to causes beyond its control. Subscriber may not assign this Agreement or any of Subscriber's rights hereunder unless BDS provides its express, written consent. Any such attempted assignment without BDS's consent shall be void. The provisions of this Agreement shall not be construed for the benefit of enforceable by a person not a party hereto. This Agreement and the Exhibits (if any) constitute the entire agreement between the parties with respect to the subject matter of this Agreement. This Agreement supersedes, and the terms of this Agreement govern, any prior or collateral agreements with respect to the subject matter of this Agreement. This Agreement may only be changed by mutual agreement of authorized representatives of the parties in writing. Subject to the above restriction on assignment, this Agreement shall inure to the benefit of and bind the successors and assigns of the parties. Notwithstanding the foregoing, BDS may from time to time during the term impose restrictions on certain aspects of Subscriber's use of the Database, intended to optimize the Database's functioning, or comply with this Agreement and/or applicable law. Such restrictions shall be considered additional terms and conditions or this Agreement, and shall be effective as of the date such restrictions are communicated to Subscriber, without necessity of modifying this Agreement.

F. Survival. Each term and condition of this Agreement that must survive in order to give full effect to its intent shall be deemed to survive. For avoidance of doubt, Sections I.B, II.A, V.C, VII.C and D, and VIII shall survive termination.

AGREED:

BERG DATA SOLUTIONS, LLC	HOMECARE ASSOCIATION OF WASHINGTON:
By: _____	By: _____
Its: _____	Its: _____
Date: _____	Date: _____

Addendum A
Providers and Payment

1. Providers. A "Provider", for purposes of this Agreement, shall be defined as an individual or entity with a separate Medicare Provider Number (CCN). Subscriber is required to list each Provider in Subscriber's organization (including all Provider's under Subscriber's control or common ownership) below, along with the Provider's CCN. Only Providers, and the Provider's employees, shall be permitted to access the Services subscribed for hereunder. No Provider shall allow, permit or cause any other person or entity to access the Services using the Provider's username or password.

A. Provider Name _____ CCN _____
B. Provider Name _____ CCN _____
C. Provider Name _____ CCN _____
D. Provider Name _____ CCN _____
E. Provider Name _____ CCN _____

Subscriber may add and terminate individual Providers on an annual basis, at the beginning of each renewal term of this Agreement (the Agreement's anniversary date), but all current Providers within Subscriber's organization shall be included above.

2. Pricing. Subscriber shall pay BDS a fee of **$10,000.00**, annually, which shall be due and payable within ten (10) days of being invoiced by BDS. Amounts unpaid ten (10) days after becoming due shall bear interest at a rate of 1.5 % per on the unpaid balance until paid in full. BDS may, but is not required to, suspend or terminate any or all access under this Agreement while amounts remain due but unpaid. Such termination or suspension shall not terminate this Agreement, or Subscriber's obligation to pay the amounts set out above. Travel related expense will be billed separately for and travel requested by the Subscriber.

3. Consulting and Training Services. BDS will provide Subscriber with unlimited phone and online consulting and training services. Topics included but not limited to include:

- Analyze Certificate of Need methodology proposals as it relates to the Department of Health rule making process.
- Analyze Medicaid reimbursement model changes.
- Other data related projects as requested.
- Identify access to care and quality of care issues for home health patients in Washington State.
- Assist HCAW in developing recommendations to improve access to home health and the quality of care provided to Washington State residents.
- Annual update by county of certificate of need metrics to establish if existing providers are meeting existing demand and achieving quality metrics.

4. Users. BDS will grant access to the database to an unlimited number of Subscriber's employees or agents.

5. Time of the Essence. The parties acknowledge that time is of the essence in the performance of their obligations under this Addendum.

Addendum B

Description of Database Services

BDS shall provide Subscriber with access to BDS' Database, which shall include a web-based tool that analyzes certain federal health care program, including Medicare, claims, quality and patient satisfaction data, so that Subscriber can view, analyze and create reports from the information, and download those reports. The purpose of the tool is to assist organizations in identifying areas to improve financial performance, regulatory compliance, clinical outcomes and patient satisfaction. Data suppression rules have been applied to all reports to ensure compliance with CMS data suppression requirements. No protected health information is included in the reports. BDS may terminate, update, alter, or supplement all or any part of the Database at any time. BDS will update the Database annually.

Home Care Association of Washington

Clinical Director Report

September 2021

Legislative/Regulatory:

Certificate of need rules for home health to be opened for review some time this fall. I am working with Leslie and Marc Berg on next steps to move forward.

I am monitoring and reading the CMS Proposed Rule for Medicare Certified agencies for 2022 along with extensive comments from NAHC. That rule also includes significant changes for hospice surveys and possible enforcement actions. More to follow.

I continue participating in discussion with the HB 1218 Stakeholders Workgroup to discuss ways that infection control measures and COVID related issues can be improved relative to COVID. DOH/DSHS prepared a draft report which I reviewed and provided comments on behalf of HCAW. This workgroup so far has been very facility focused (SNF/ALF/AFH). We hope to get the attention of the group around issues related to in-home services.

The DOH has convened workshops to provide input regarding facility enforcement standards for various provider types. I suspect we'll see citation standards and fines for IHS agencies. Will continue to follow.

CHOOSE Home – Monitoring progress of this bill which could be huge for home care.

Seattle Children's Hospital Private Duty Nursing:

Discussions continue with Leslie, SCH and PDN agencies to try to address serious nursing shortage in PDN agencies that is preventing medically stable children from being discharged home. SCH is conducting a root cause analysis on the issue in September with Leslie attending. We met with Paula Meyer of the nursing commission to identify barriers and found none. Stay tuned.

Social worker payment for Medicaid home health:

Participated in discussion around the SW payment method for home health patients covered by Medicaid. Even though the bill included a July 1, 2021 start date that likely won't take effect until January 1, 2022 without a retro option.

***Representing HCAW*:**

I attend the following meetings throughout the month representing HCAW:

Forum of States; DOH COVID 19 vaccine webinars (multiple); CON call with member agency; WSHA – STAR – Sepsis webinars; Bree Collaborative; WSHA Readmission Round table meeting, NAHC Town Hall meetings.

October 18, 2021

HCAW October 2021 Public Policy Report

Prepared by Leslie Emerick, HCAW Public Policy Director

Policy Overview

Just back from my two-week trip to France and getting caught up! This was a trip that was originally canceled by COVID last June. The weather was very similar to here while we were gone. I loved Paris and the surrounding countryside. Great food, art, museums, good people, and overall vacation!

I am preparing for the Committee Assembly Days and meetings with legislators from the Senate, November 15-16, 2021and the House, November 18-19, 2021. In a recent conversation with a Senator, she stated that it looks like committee hearings may be virtual again and floor action will be in person for legislators. That will mean that lobbyists will probably be barred from the Capital Campus again this session. Nothing formal has come out to confirm this…just conversation at this point! Just a reminder that next session will be the "Short" 60-day Legislative Session: January 10 – March 11, 2022

In speaking with various lawmakers, we are hearing that increasing Medicaid rates is a top priority for both Democrats and Republicans. And on that note, Republican Senators sent a letter to Governor Inslee requesting that the National Guard be brought in to assist with our local hospitals due to the staffing shortages and…. "Our state desperately needs additional funding to increase reimbursement rates to our skilled nursing facilities, which will allow the discharges necessary to free up critical hospital bed inventory." And here is a link to the article in The Olympian newspaper about it: https://www.theolympian.com/news/local/article254902442.html

Covid Healthcare letter to Gov.docx

Governor's Vaccine Mandates go into effect on October 18, 2021: COVID-19 Vaccination Requirement (Proclamation 21-14) for health care providers, workers and settings (wa.gov) released on August 9, 2021, requires health care providers, which is defined broadly to include not only licensed health care providers but also all employees, contractors, volunteers, and providers of goods and services who work in a health care setting, to be fully vaccinated against COVID-19 by October 18, 2021. It also requires operators of health care settings to verify the vaccination status of a) Every employee, volunteer, and contractor who works in the health care setting, whether or not they are licensed or providing health care services, and b) Every employee, volunteer, and contractor who provides health care services for the health care setting. DOH included most of the answers in there FAQ: COVID-19 vaccine requirement for health care providers FAQs.

Commented [L1]:

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Interestingly, home care, home health and hospice were specifically called out in the first proclamation which cause a great deal of confusion. The key word being "providing personal care in a person's home".

"Health Care Provider" does not include, for purposes of this order:
- Individual providers, as defined in RCW 74.39A.240;
- Providers of personal care in a person's home, such as home care, home health or hospice care;
- Providers who are not actively practicing or providing services; and
- Providers who provide services only at one or more of the settings that are expressly excluded from the list of Health Care Settings under this order.

Health Care Authority (HCA)

Incentive Payments for Home Health and Hospice: Donna Goodwin and I met with the Governor's Policy Staff, along with Barb Hansen of the WA Hospice and Palliative Care Organization, regarding incentive payments for home health and hospice to get patients out of hospitals and into their homes. We then worked with Jason McGill at the HCA and discussed a pilot project for home health as it seemed the easiest to deal with hospital capacity at this time. HCA is now implementing a small pilot project that began last week!

"Changes to Medicaid discharge incentives for skilled nursing facilities, home health agencies, and hospitals": The Health Care Authority (HCA) has approval to fund a new home health incentive supporting hospital discharge during the current COVID-19 surge. HCA has implemented a small home health incentive program of $3K for 25 new episodes of home health care for clients ready to discharge from hospitals. MCOs will send HCA requests for funding, and HCA will pay home health agencies directly. We still have all 25 incentives available as of today.

The Office of Financial Management funded incentives for payments of $6K for 266 new admissions into Skilled Nursing Facilities out of hospitals. As of October 14, HCA allocated all of this funding. In order to continue supporting hospital discharges, MCOs have agreed to continue payments of the $6K incentive - through October 31 at a minimum. The billing process may change as we transition from HCA directly paying the incentive to the MCOs paying.

If you have any questions or concerns about a specific admission, please reach out to either the MCO or to HCA. You are welcome to direct any questions other to glory.dole@hca.wa.gov or hcamcprograms@hca.wa.gov

MCO Point of Contact.docx

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Social Worker for Home Health: I spoke with Josh Morse at HCA, and he said that the reason the payment is being delayed until January 1, 2022 is that they have to have federal approval for this change in the State Plan Amendment for Medicaid also known as SPA. We were initially mis-lead by a staff person who said that it would be retroactive until July 1, 2021, as the proviso stated. HCA is not able to meet federal requirements for the SPA and amend their contracts with the MCOs until the January 2022 start date.

Social Worker for Home Health Rulemaking has been initiated: HCA has started the rulemaking process to amend the WAC to allow for reimbursement of a social worker for home health.

HCA Preproposal - Statement of Inquiry (CR101) 182-551 Home Health
To read the filing notice, see WSR 21-20-063

Private Duty Nursing (PDN) and Seattle Children's Hospital (SCH): HCAW has been working on the reimbursement issue for PDN agencies for many years. PDN agencies who care for medically intensive children and adults are being paid at the same rate as an independent provider with no agency overhead costs. PDN agencies provide supervision, training and management of caseloads and nurses to assure shifts are covered among other state requirements. Currently DSHS pays home care agencies a higher rate to address the overhead costs vs. independent providers. We are requesting that PDN agencies gain additional reimbursement for being an agency provider vs an independent provider. I have permission to work with Ways and Means Committee staff and DSHS to develop a methodology on this issue. We received a very positive response back from Bea Rector, Director, Home and Community Services Division at DSHS:

"There is not a direct correlation between the published home care agency vendor rate and the IP rate from an administrative perspective, but you are correct that part of the difference is due to variance in how funding for things such as employer taxes, labor and industries, health care, training, etc. is accounted for. For home care agencies, these are all included in the vendor rate and for Individual Providers these are paid outside of the vendor rate by the state as the employer for purposes of collective bargaining or on behalf of the client employer.

There are also responsibilities that licensed home care agency employers have to recruit and hire direct care workers, perform payroll, provide supervision and oversight, etc. that are reflected in the home care agency vendor rate. The agency rate has always been determined by the legislature. There is a parity portion of the vendor rate that when increased is statutorily required to be used to increase the wages and benefits of direct care workers and there is a portion of the vendor rate that we refer to as the administrative portion of the vendor rate. It is common that there are increases to the parity portion and no increases made to the administrative portion as that requires specific action and appropriation by the legislature.

The total home care agency vendor rate is $32.32/hour and the administrative portion of that total rate is roughly $5.57. We do not have a structured methodology to share as that has been driven

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historically by legislative actions and appropriations. The approach you are looking at makes sense from my perspective, the key will be to create a methodology for those "employer based" costs."

SCH has initiated a workgroup to discuss how to address medically fragile children being backed up at the hospital for up to 3 years due to the shortage of private duty nurses and low reimbursement rates in the state. I attended a 2-day conference in Seattle with SCH to discuss ways to help expand care for this kids in the home.

Department of Health (DOH)

The Certificate of Need Program's 2021-2022 hospice need forecasting methodology and updated application form are now available. You may access these using the below links to our secure file sharing service Box.com.

- Updated hospice application form PDF
- Hospice need forecasting methodology PDF

The methodology will also be available on our website shortly. This methodology is based on the adopted hospice rules under WAC 246-310-290.

Deadlines for letters of intent and the corresponding applications are county-specific. You can find the schedule by county in Table A, included in the link above. If you have any questions related to the methodology, please email them to the Certificate of Need Program by October 17, 2021.

The methodology in rule includes survey responses (accessible here) from active hospice providers received under signed attestation. If your response is not accurately conveyed here, please provide corrections for your surveys to the Certificate of Need Program by October 17, 2021. We will accept corrections to survey responses that come directly from the survey's hospice agency. We expect to post a final version of the methodology on or before November 1, 2021. If you have questions, please email the Certificate of Need Program at FSLCON@doh.wa.gov.

DOH Preproposal Statement of Inquiry (CR-101) for In-Home Services Supervisory visits: Regarding WAC 246-335-510, WAC 246-335-545, WAC 246-335-610, and WAC 246-335-645 in chapter 246-335 WAC, In-Home Services Agencies. DOH will consider amending requirements for how in-home services agencies perform supervisory visits. This may include permanently adopting some measures used throughout the coronavirus disease 2019 (COVID-19) pandemic, such as expanding the definition of "telemedicine," removing the requirement that supervisory visits must occur during an on-site visit, and other regulatory flexibilities as appropriate. Additionally, the department will consider whether amendments are necessary to align with Engrossed Substitute House Bill (ESHB) 1196 (chapter 157, Laws of 2021), audio-only telemedicine legislation that was passed during the 2021 legislative session filed as WSR# 21-20-084.

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PPE Available from the State: The state personal protective equipment (PPE) stockpile (referred to as "the backstop") has been available to help support state agencies, counties, tribes and other partners through the COVID-19 pandemic. The state backstop will be available to meet COVID-19 PPE requests through Oct. 31, 2021. Now is the time to submit requests for PPE through your county emergency managers. For information, please visit the Department of Health PPE website. Contact your local county emergency management agency to determine how orders should be placed with them; they are able to answer questions about the forms and ordering process.

In-Home Services Rules: DOH plans to update the In-Home Services Rules this fall: Do you have suggestions for changes that should be made? We need to let John Hilger at DOH know soon so he can begin to incorporate into his initial draft for stakeholder to review. No date set yet.

Hospice Certificate of Need: Opening rules date has not been set by DOH yet. In March 2020, Governor Inslee issued Proclamation 20-36 waiving portions of Washington's Certificate of Need statutes and rules for the purpose of allowing providers within Washington to expand and/or establish services for the specific reason of responding to the COVID-19 pandemic within Washington. At this point DOH is working on plans to transition from the pandemic response.

Palliative Care Roadmap Still Available!! It's posted on DOH Rural Health webpage, as well as the WA Rural Palliative Care Initiative portal To order: https://prtonline.myprintdesk.net/DSF/

Palliative Care-Rural Health Integration Advisory Team (PC-RHIAT): For more information on their efforts go to: https://waportal.org/partners/home/washington-rural-palliative-care-initiative

Nursing Care Quality Assurance Commission (NCQAC)

LPN Apprenticeship and other ideas for developing the LTC Nursing Workforce

Register for the **LPN Apprenticeship and other ideas for developing the LTC Nursing Workforce** virtual summit on **October 22, 2021**.

- **Learn** about the LPN apprenticeship pathway
- **Understand** ways to get involved, including how to apply to become a pilot site
- **Offer** your ideas to help develop the apprenticeship pathway
- **Discuss** other ways of developing the LTC workforce NOW
- **Connect** with nurse educators, LTC facility leaders, students, and state staff

Get the zoom link and see the **agenda** on the NCQAC Virtual Summit - LPN Apprenticeship Summit & Agenda (PDF)

- NCQAC LTC Virtual Summit - LPN Apprenticeship Summit & Agenda.pdf

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NCQAC Advisory Opinions: Debbie Carlson, NCQAC, is still working on current drafts of advisory opinions that I believe may impact hospices: Portable Orders for Life Sustaining Treatment Revision Draft/Death with Dignity Draft/Determining, Pronouncing and Certifying Death Draft. Here is a link to the NCQAC Advisory Opinion site: https://www.doh.wa.gov/licensespermitsandcertificates/nursingcommission/practiceinformation#AdvisoryOpinions

Emergency Rule Making (CR-103E) Amending NAC and NAR training requirements:

WAC 246-841-405, 246-841-420, 246-841-470, 246-841-490, 246-841-500, 246-841-510 and 246-841-555. Amending specific training requirements for Nursing Assistant Certified (NAC) and Nursing Assistant Registered (NAR). The Nursing Care Quality Assurance Commission (commission) has adopted emergency rules as the permanent rulemaking process continues. The rules in chapter 246-841 WAC provide regulatory requirements for NACs and NARs. These amendments allow additional pathways to comply with current standards. This is the fifth emergency rule and it continues the emergency rule that was filed on May 20, 2021 under WSR 21-12-011 without change. Prior filings were June 26, 2020, WSR 20-14-066; October 23, 2020, WSR 20-22-023; and January 20, 2021, WSR 21-04-004. Transition from emergency to permanent rules were approved by the commission and a notice of intent to begin rulemaking was filed on February 8, 2021, under WSR 21-05-021. Filed as WSR# 21-19-091.

Office of the Insurance Commissioner (OIC)

OIC has released the proposed rule language on R 2021-06. To read the filing notice and rule language, click https://www.insurance.wa.gov/telemedicine-and-audio-only-telemedicine-services-r-2021-06. The proposed rule implements ESHB 1196 (Chapter 157, Laws of 2021), which was signed into law on May 3, 2021. The law addresses coverage of telemedicine services, including audio-only telemedicine services. Prior to passage of this law, audio-only telemedicine services were explicitly excluded from the definition of "telemedicine". Carriers were not required by statute to cover audio-only telemedicine services. During the COVID-19 public health emergency, OIC issued emergency orders requiring coverage of audio-only telemedicine services in order to ensure access to medical services. ESHB 1196 requires coverage of audio-only telemedicine services under specified conditions and amends the statutory language related to telemedicine payment parity.

The proposed rule amends WAC 284-170-130 to add definitions relevant to telemedicine and creates a new WAC section – WAC 284-170-433. The new section addresses coverage of telemedicine services generally, including payment parity and the conditions in ESHB 1196 associated with payment for audio-only telemedicine services.

We scheduled a public hearing on the rule: October 28th, 2021, at 11:00 a.m. Register for the public hearing via zoom . Comments on the proposed rule language are due October 25th, 2021; please send them to rulescoordinator@oic.wa.gov.

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October 18, 2021

DSHS/ALTSA

DSHS and DOH Stakeholder Workgroups on Legislation: During the 2021 legislative session, the legislature passed two bills in response to the COVID-19 public health emergency with major impacts on long-term care facilities and homes. I have been invited to participate in these meetings and have attended the first stakeholder meeting for SHB 1218 where they discussed parameters for the workgroup and an October 2021 deadline to submit a draft to state agencies for review before December 2021 deadline. No meeting date set for HB 1120 yet…more to come!

SHB 1218 addresses the quality of life, health, and safety of long-term care residents during a state of emergency, such as a pandemic. The legislation directs the department develop rules requiring long-term care facilities to develop emergency preparedness plans, respond to communications from the public, make accommodations to assist residents with communication, maintain current resident information, post any notice of stop placement, and support a resident's right to visitation from an essential support person during times when visitation is otherwise limited. This project is expected to begin in the summer of 2021 and continue through the adoption of the final rules. If you have any questions or if you want to participate in the rule-making process, please contact the Policy Unit at rcspolicy@dshs.wa.gov.

Ongoing Public Policy Meetings

WA State Senior Citizens Lobby: I will be attending their fall conference on October 21, 2021.

Dementia Action Collaborative: I am working on a readmissions committee with this group that includes discussions around hospice, home health and home care. They are working on a "tool kit".

WA State Hospital Association (WSHA) Readmissions Workgroup: I am in the WSHA Readmissions Workgroup. I am trying to incorporate homecare into their discussions!

WA State Telemedicine Collaborative: For upcoming meetings, please see Upcoming Meetings