

COLLECTIVE BARGAINING AGREEMENT
BETWEEN



THE STATE OF OHIO
AND



SERVICE EMPLOYEES INTERNATIONAL UNION,
DISTRICT 1199, THE HEALTH CARE AND SOCIAL
SERVICE UNION, CHANGE TO WIN, CLC

EFFECTIVE
JANUARY 6, 2009 - JUNE 30, 2010

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Preamble

This Agreement is hereby entered into between the State of Ohio (hereinafter referred to as the “State”), and the Service Employees International Union, District 1199, The Health Care and Social Service Union, Change to Win, CLC (hereinafter referred to as the “Union”) in accordance with the provisions of Executive Order 2007-23S.

The State and the Union commit to working together toward a higher quality of care for Consumers, expanding choices for Ohio’s seniors and disabled citizens, and improving the quality of the workforce which supports Ohio’s long-term care needs.

The State and the Union recognize the unique arrangement of Independent Home Care Providers (hereinafter referred to as “IHCPs”) and Consumers receiving services in Medicaid Waiver Programs administered by the Ohio Departments of Job and Family Services, Mental Retardation and Developmental Disabilities, and Aging. This Agreement will not in any way diminish the Consumers’ control over the hiring, in-home supervision, or termination of IHCPs, or, where applicable, the Consumers’ right to a self-directed program. IHCPs are not State employees and are not eligible to receive statutorily mandated benefits for State employees including but not limited to, workers’ compensation, retirement, and health insurance. However, nothing in this Article shall limit the State’s and Union’s ability to negotiate over benefits or terms which may be available to IHCPs.

Article 1 - Recognition

The State recognizes the Service Employees International Union, District 1199, The Health Care and Social Service Union, Change to Win, CLC, as the sole and exclusive bargaining agent for the purpose of collective bargaining for Independent Home Care Providers (IHCPs) in the State of Ohio. IHCPs included in the bargaining unit are defined as those providers of ongoing Medicaid reimbursed direct care services that are paid for through the following Medicaid waiver programs in the State of Ohio: Ohio Home Care Waiver, Transitions/MRDD Waiver, Transitions Carve-Out Waiver, Choices Waiver, Level One Waiver, and Individual Options Waiver. Providers who are employed by a private agency are excluded from the bargaining unit in their capacity as an employee of the agency.

Should the State decide to expand the use of IHCPs in existing waiver programs or add additional waiver programs, the parties will meet and confer in order to appropriately redefine the bargaining unit in this Article.

Article 2 - Consumer Rights

2.1 Nothing in this Agreement shall limit or impede the absolute right of the Consumer to choose any willing and qualified IHCPs, to control the hiring, termination, and in-home supervision of IHCPs, and to control the physical conditions of the location where services are provided. Nothing in this Agreement shall limit Consumers enrolled in the

Choices waiver, or other consumer-directed waiver, in setting the reimbursement rate for the IHCP providing services to them.

2.2 The Union shall neither seek nor receive information from the State or the IHCP regarding the name, address, phone number or any other personal information regarding Consumers. Union representatives and IHCPs shall maintain strict standards of confidentiality regarding Consumers and shall not disclose personal information pertaining to Consumers obtained from any source unless the disclosure is otherwise required by law.

2.3 Union representatives shall not conduct Union business, including business related to the enforcement of this Agreement, or contact in-person or via telephone IHCPs at the home of the Consumer or while the IHCP is providing services to the Consumer. IHCPs shall not conduct personal or Union business while at the home of the Consumer or while providing services to the Consumer. If the IHCP and Consumer reside together, the IHCP may only conduct Union business at such times as the provider is permitted to conduct personal business.

2.4 The above enumerations of Consumers' rights are not inclusive and do not exclude other rights not specified, including those rights and authority provided under the law. No action taken by the Consumer with respect to this Article nor any Consumer rights shall be subject to the grievance procedure provided for in this Agreement.

Article 3 - Union Rights

3.1 When the Ohio Departments of Job and Family Services, Mental Retardation and Developmental Disabilities, and Aging, or their designees, conduct orientation programs for new IHCPs, the Union will be permitted no less than thirty (30) minutes to discuss issues relevant to bargaining unit members during the orientation. IHCPs attending the orientation will not be compensated for their time or attendance.

The Union will not be permitted to participate in orientation for IHCPs in the Choices waiver program when the orientation is being conducted by the Consumer or with the Consumer present.

Six (6) months after the effective date of this Agreement, the State and the Union agree to meet and evaluate the Union's ability to meet with all new IHCPs and participate in orientation programs. The State and the Union will explore mutually agreeable alternative opportunities to meet with new IHCPs if the orientation programs are not effective.

3.2 The Union shall notify the State through the Office of Collective Bargaining of any IHCPs who are elected into leadership positions in the Union and further identify the position(s) held.

3.3 The State shall provide to the Union available information on IHCPs twice per year, including the IHCPs name, Provider Number/National Provider Number, phone number (home and cell), email address on record, and hours billed year-to-date.

Article 4 - Union Membership and Political Action Deductions

4.1 Billing Agent

IHCPs who voluntarily choose to become members of the Union may elect to have their Medicaid reimbursements assigned to a billing agent which may be authorized or established by the Union. IHCP union members may authorize the billing agent to receive their Medicaid reimbursements by submitting to the State an approved authorization form.

4.2 Authorized Deductions

Upon becoming union members and designating the union-approved billing agent to receive Medicaid reimbursements, IHCPs may, upon receipt and completion of a deduction form, authorize the following:

- A. The deduction of union dues;
- B. The deduction of contributions to the SEIU Committee on Political Education (COPE);
- C. The deduction of payment to a FDIC bank account set up by the Union to reserve funds for the member's use; such funds shall be refunded upon written request on a quarterly basis or upon his or her termination from the program;
- D. The deduction of payments to any group health insurance plans, at no cost to the State, established for IHCPs who are members of the Union;
- E. Any other deduction properly authorized by the IHCP.

4.3 Payments to Providers

Following any authorized deductions, the billing agent will transmit all remaining payments to the appropriate provider.

4.4 Maintenance of Membership

IHCPs who voluntarily choose to become members of the Union shall maintain such membership in good standing for the duration of the Agreement. However, withdrawal shall be allowed during a period of not more than sixty (60) days but not less than thirty (30) days prior to the expiration date of the Agreement by sending written notice of withdrawal to the Union with a copy to the State or its designee during said period.

4.5 Transfer of Information Pertaining to Payment to be made to the Union-established Billing Agent

The State agrees to provide the Union-established billing agent information corresponding to any payment made to the billing agent no later than the Tuesday morning prior to payment to the billing agent on Thursday. In the event payment does

not occur on Thursday, the data will be provided two (2) days in advance of payment to the billing agent.

Article 5 - State's Rights

The Union agrees that all of the function, rights, powers, responsibilities, and authority of the State, in regard to the operation and management of its Medicaid waiver programs which the State has not specifically abridged, deleted, granted or modified by the express and specific written provision of this Agreement are and shall remain, exclusively those of the State.

Accordingly, except as modified by this Agreement, the State retains the rights to: 1) establish the missions, programs, and objectives of its Medicaid waiver programs; 2) plan, direct, and control the use of resources, including all aspects of the budget in order to achieve the mission, programs, and objectives of its Medicaid waiver programs; 3) manage, direct, and control all activities necessary to deliver programs and services; 4) develop, modify, and administer policies, procedures, rules and regulations, and determine the methods and means by which operations are to be carried out; 5) establish qualifications of individual providers and standards of accountability; 6) take appropriate action when an IHCP fails to behave in a manner consistent with his or her provider agreement or applicable regulations and policies; 7) make and execute contracts and all other instruments necessary or convenient for the performance of the State's duties or exercise of the State's powers; and 8) modify any and all operations and requirements in order to more efficiently and effectively provide services as a result of any existing and/or new laws, rules and other regulatory provisions.

Article 6 - Grievance and Dispute Resolution

6.1 The State and the Union commit to address and resolve issues in a fair, responsible, and in a timely manner at the lowest possible level. The Consumer is not a party to this Agreement and cannot participate in the grievance procedure in any capacity, including as a witness. Prior to filing a grievance, the State or its designee and the Union will attempt wherever possible to resolve problems informally and not to resort to the formal grievance procedure.

6.2 Definition of a Grievance

Grievance, as used in this Agreement, refers to an alleged violation, misinterpretation, or misapplication of specific article(s) or section(s) of the Agreement. Revocation of provider certification, proposed adjudication orders (PAO), and adjudication orders shall not be grievable.

Nothing herein prevents the filing of a grievance, the subject matter of which overlaps with the subject matter underlying the above described orders and proposed orders, although the actual order or proposed order may not be collaterally challenged through this process.

Nothing in this Article shall limit or impede the right of Consumers and prospective Consumers to select, hire, supervise the work of, and terminate any IHCP providing services to them. Actions taken by Consumers, including Consumers as employers, shall not be grievable.

6.3 Definition of Days

Day, as used in this Article, means a calendar day, and times shall be computed by excluding the first and including the last day, except when the last day falls on a Saturday, a Sunday, or a legal holiday, the act may be done on the next succeeding day which is not a Saturday, Sunday, or holiday.

6.4 Specific Provision

The grievant shall cite on the grievance form the specific Article, Section, or combination thereof that he/she alleges to have been violated and the specific resolution requested. If the grievant fails to cite provision(s) and requested resolution, the State or its designee shall return the grievance form to the grievant.

6.5 Grievant

A grievance under this procedure may be brought by any bargaining unit member who believes him/her to be aggrieved by a specific violation of this Agreement. Participation in the grievance procedure in any capacity shall be done solely on the IHCP's own time. When a group of bargaining unit IHCPs desires to file a grievance involving an alleged violation that affects more than one (1) IHCP in the same way, the grievance may be filed by the Union. A grievance so initiated shall be called a Class Grievance. Class Grievances shall be filed by the Union within fifteen (15) days of the date on which the grievant(s) knew or reasonably could have known of the event giving rise to the Class Grievance. Class Grievances shall be initiated directly at Step 2 of the grievance procedure. The Union shall identify the class involved, including the names if necessary, if requested by the State or designee.

Union representatives, officers or bargaining unit members shall not attempt to process as grievances matters which do not constitute an alleged violation of this Agreement.

6.6 Termination of the Issue

When a decision has been accepted by the State or its designee and the Union at any step of this grievance procedure, or the State or its designee has granted the grievance, it shall be final and no further use of this grievance procedure in regard to that issue shall take place. It is understood that settlements below Step 3 are not precedent setting.

Settlement agreements that require payment or other compensation shall be initiated for payment within six (6) weeks following the date the settlement agreement is fully executed. Where delay in payment exceeds six (6) weeks, interest shall be paid in accordance with current Office of Budget and Management rule.

6.7 Grievance/Dispute Resolution Procedure

Step 1. Informal Step

An IHCP may confer with the designated representative of the agency responsible for administration of the waiver. The parties shall make a good faith effort to resolve the issue informally. At this meeting there may be a union delegate present. If the IHCP is not satisfied with the result of the informal meeting, if any, the IHCP may pursue the formal steps which follow.

Step 2.

In the event the complaint is not resolved at Step 1 of this procedure, or if it is the IHCP's decision not to discuss the complaint at the Step 1, the grievance shall be reduced to writing and presented to the appropriate designated representative of the Office of Collective Bargaining within fifteen (15) days of the date on which the grievant knew or reasonably should have had knowledge of the event. The written grievance may be submitted by the Union or IHCP in person, by US Mail, by fax, or by email. If sent by US Mail the post mark date shall be construed as the date of filing.

Grievances submitted beyond the fifteen (15) day limit will not be honored. The grievance at this step shall be submitted to the Office of Collective Bargaining on the grievance form. The Office of Collective Bargaining shall indicate the date and time of receipt of the form. Within seven (7) days of the receipt of the form the Office of Collective Bargaining shall hold a meeting in the county the grievant resides or by telephone conference with the grievant to discuss the grievance. At such meeting, the grievant may bring with him/her the appropriate delegate. The Office of Collective Bargaining shall respond to this grievance by writing the answer on the form or attaching it thereto, and by returning a copy to the grievant and delegate within seven (7) days of the meeting. The answer shall be consistent with the terms of this Agreement. Once the grievance has been submitted at Step 2 of the grievance procedure, the grievance form may not be altered except by mutual written agreement of the parties.

If the matter is not resolved in Step 2 and as an alternative prior to final and binding arbitration in Step 4, the parties may choose by mutual agreement to submit the matter to mediation in order to resolve the issue. The party requesting mediation of the dispute must notify the other party in writing no later than fourteen (14) days of receipt by the Union of the written response from the State in Step 2. The party receiving the request for mediation must notify the other party of its agreement to mediate the dispute with fourteen (14) days of receipt of the request. If the party receiving the request does not agree to mediate the dispute, the Union may immediately proceed to Step 4, Arbitration.

Step 3. (Optional) Mediation

If the parties agree to mediation, the parties shall use an arbitrator from the permanent panel to act as a mediator. The State and the Union shall each pay one half the costs or fees, if any, of the neutral mediator. Each party shall be responsible for its own costs including the costs of representation, advocacy and the costs of each party's appointed representatives.

If the issue is successfully resolved by mediation, the decision shall be binding on all parties. The comments and opinions of the mediator, and any settlement offers put forth by either party shall not be admissible in subsequent arbitration of the grievance nor be introduced in any future arbitration proceedings. If the issue is not successfully resolved through mediation, the Union may, within fourteen (14) days of mediation, proceed to Step 4, Arbitration.

Step 4. Arbitration

A. Arbitration Panel

Within thirty (30) days after this Agreement becomes effective, the State and the Union shall select a panel of four (4) arbitrators. The panel shall be assigned cases in rotating order. Each arbitrator/mediator shall serve for the duration of this Agreement unless the arbitrator/mediator's services are terminated earlier by mutual agreement. The arbitrator/mediator shall be notified of such termination by a joint letter from the parties. The arbitrator/mediator shall conclude his/her services by deciding any grievance(s) previously heard. A successor arbitrator/mediator shall be selected by the parties. The method of selection and all other questions regarding this section shall be jointly agreed to by the parties.

Within sixty (60) days of the effective date of this Agreement, the parties will mutually agree on a set of rules of arbitration. Insofar as is practical the rules will be based on the Voluntary Rules of the American Arbitration Association (AAA).

B. Expenses

All other fees and expenses of the arbitrator shall be shared equally by the State and the Union, except as expressly provided in this Article. If one (1) party desires a transcript of the proceedings, the total cost for such transcription shall be paid by the party desiring the transcript. If the other party desires a copy, then the cost for the copy shall be borne by the requesting party. The parties agree that normally transcripts will not be requested.

C. Arbitration Decisions

The arbitrator shall render the decision as quickly as possible, but in any event, no later than thirty (30) days after the conclusion of the hearing unless the State and the Union agree otherwise. The arbitrator shall submit an accounting for the fees and expenses of arbitration to both the State and the Union. The arbitrator's decision shall be submitted in writing and shall set forth the findings and conclusions with respect to the issues submitted to arbitration.

D. Arbitrator Limitations

Only disputes involving the interpretation, application or alleged violation of a provision of this Agreement shall be subject to arbitration. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement, nor shall he/she impose on either party a limitation or obligation not specifically required by the express language of this Agreement. The arbitrator shall have no power to require the State to take or refrain from any action that is contrary to federal, state, or CMS

regulations. The arbitrator shall have no power to bind entities, persons, or organizations that are not party to this Agreement, or not under the legal control of either party to this Agreement. Questions of arbitrability shall be decided by the arbitrator. Once a determination is made that a matter is arbitrable, or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute.

E. Binding Decisions

Arbitrators' decisions under this Agreement shall be final and binding.

F. Issues

Prior to the start of an arbitration hearing under this Agreement, the State and the Union shall attempt to reduce to writing the issue or issues to be placed before the arbitrator. The arbitrator's decision shall address itself solely to the issue or issues presented and shall not impose upon either party any restriction or obligation pertaining to any matter raised in the dispute which is not specifically related to the submitted issue or issues.

6.8 Time Limitations

The State and the Union agree that the time limitations provided in this Article are essential to the prompt and orderly resolution of any grievance, and that each will abide by the time limitations. To this end, grievances must be processed within the periods of time specified above. Any grievance not properly presented in writing and within the time limits specified, or any grievances not moved to the next step within the specified time limits shall be considered to have been withdrawn. If the State fails to meet the time limitations specified, the State will be deemed to have denied the grievance and the Union may move the grievance to the next step. Time limitations may be extended by mutual agreement in writing executed by both parties.

Article 7 - Non-Discrimination

7.1 Neither the State nor the Union shall unlawfully discriminate against any IHCP on the basis of race, sex, creed, color, religion, age, national origin, political affiliation, union affiliation and activity, disability, sexual orientation, or discriminate in the application or interpretation of the provisions of this Agreement, except those positions which are necessarily exempted by bona fide occupational qualifications of the job, and in compliance with the existing laws of the United States or the State of Ohio, or Executive Orders of the State of Ohio. In addition, the State shall comply with all the requirements of the federal Americans with Disabilities Act and the regulations promulgated under that Act.

The State and Union hereby state a mutual commitment to equal employment opportunity.

7.2 Nothing in this Section shall limit the rights of Consumers as provided for in Article 2.

Article 8 - Consumer Choice and Home Care Committee Representation

8.1 Consumer Choice

The State or its designee shall maintain and regularly update the list of IHCPs and ensure that all consumers are counseled about the opportunity to choose an IHCP and are provided with a current updated list on a continual basis. The State or its designee shall counsel current consumers on the IHCP option as a part of their annual determination of eligibility and or review. Should the consumer elect to use the services of the IHCP, the State or its designee shall be required to assist the consumer in acquiring and locating those services.

8.2 Home Care Committee Representation

The State will allow the Union to have representation, where the Union has an interest and where other outside stakeholders are represented, on all work groups and committees that are established for the purpose of addressing Waiver Home Care Policy issues. IHCPs shall not be compensated for time spent in work groups or committee meetings.

8.3 Quality Care

The parties agree to engage in discussions on topics of mutual interest such as training standards, training requirements, process of matching IHCPs and Consumers, and other care issues. The Union and the State agree that these topics may be discussed as part of the Union/State committee. These topics may also be the subject of work groups as described in Section 8.2.

Article 9 - Union/State Committee

9.1 Purpose

The State and the Union agree to engage in discussions on topics of mutual interest including but not limited to, trainings, certifications, and health and safety issues related to services IHCPs deliver.

9.2 Meetings

The State and the Union shall meet on a flexible basis, but no later than fourteen (14) days after either party requests a meeting, unless otherwise mutually agreed. Meetings should be held at mutually convenient times and at ADA accessible locations. The parties are encouraged to select no more than seven (7) participants from each the State and the Union. The representatives for these discussions shall have the authority to make decisions on behalf of the parties. IHCPs who choose to participate in the Union/State committee will not be compensated for their time.

Article 10 - Duty to Bargain

10.1 Nothing contained in this Agreement shall be construed as to diminish the obligation of the State and the Union to discuss those subjects appropriate under

Executive Order 2007-23S to the extent that the State has lawful control over those subjects.

10.2 The State and the Union have the power and authority to enter into amendments of this Agreement during its term constituting an addition, deletion, substitution, or modification of this Agreement. Any amendment providing for an addition, deletion, substitution, or modification of this Agreement must be in writing and executed by the President of the Union and the State's designee. Upon its execution, such amendment shall supersede any existing provision of this Agreement in accordance with its terms and shall continue in full force and effect for the duration of this Agreement. All other provisions of this Agreement not affected by the amendment shall continue in full force and effect for the term of this Agreement.

10.3 With the exception of emergency rule filings, the State Agency advancing proposed changes to rules and regulations shall include the Union in its stated Clearance Process if the proposed change will affect the terms and conditions for bargaining unit members as provided in this Agreement. The Union shall be given as much notice as possible prior to an emergency rule change being filed.

Article 11 - Service Plans

11.1 The State, or its designee, shall make available a copy of the portions of the Consumer's service plan, including behavioral plans and relevant medical information which the State can legally provide, which indicate those services the IHCP is authorized to provide or are relevant to the provision of those services within ten (10) calendar days from the date the plan is executed. The State shall send the service plan to the IHCP's last address on record, or fax number if requested, or notify the IHCP by electronic message that the service plan is available. The State, or its designee, shall make available to the IHCP, in a timely fashion; however, prior to the delivery of service, any changes to the service plan relevant to the delivery of services by the IHCP. The amount, scope, and duration of services in the Consumer's service plan shall not be grievable. Transcription errors in the service plan may be grieved. The IHCP is not obligated to provide services outside of the service plan. Grievances regarding this section must begin at Step 1 of the grievance procedure. Any request by a Consumer to provide services outside of the service plan shall not be grievable.

11.2 An IHCP who properly seeks and attains authorization for providing additional or different services, or providing back up services shall be reimbursed for those services. To obtain authorization, the IHCP must attain written or verbal approval from the case manager and maintain adequate records to prove that he/she was authorized to perform the services. Grievances regarding this section must begin at Step 1 of the grievance procedure.

11.3 This Article does not apply to consumer-directed waivers.

Article 12 - Agreement

12.1 Savings

This Agreement shall be subject to all present and future applicable federal, state, and local laws, rules, and regulations, including CMS regulations. Should any provision of this Agreement, or the application of such provision, be invalidated or ruled contrary to law by Federal or State court, or duly authorized agency, including CMS, the remainder of this Agreement shall not be affected.

The invalidated provision shall be subject to re-negotiation by the parties within a reasonable period of time from either party's request.

12.2 Operation of Law

To the extent that this Agreement conflicts with Federal or State statutes, administrative rules or requirements, or CMS requirements, in effect at the time of the signing of this Agreement or which become effective during the term of this Agreement, the statutes, rules, and requirements shall take precedence and supersede all conflicting provisions of this Agreement.

To the extent that federal or state statutes, requirements or rules control the terms and conditions of service as an IHCP in areas where this Agreement is silent, those terms and conditions shall be determined by those statutes, requirements, and rules.

Article 13 - Term of Agreement

13.1 Except for those provisions requiring legislative action through statutory or rule changes, or provisions requiring action or approval from CMS, this Agreement shall become effective on the date of the last signature by representatives of the State and the Union, and expires on June 30, 2010.

13.2 Either party may provide notice within 120 days of the expiration of the current Agreement to open negotiations for a successor agreement.

Article 14 - Legislative Changes

The parties will work jointly to obtain any legislative changes necessary to implement any terms of this Agreement. Terms of the Agreement reached that require legislative action, rule-making through the Joint Committee on Agency Rule Review (JCARR), or approval by CMS will not become effective until the necessary action or approval is taken.

Article 15 - Reimbursement for Services

15.1 Error-free claims submitted by IHCPs will be timely paid to the IHCP or his/her authorized billing agent. The State will attempt to issue that payment within fifteen (15) calendar days after submission of an error-free claim. However, the State shall have up

to thirty (30) calendar days to issue payment after an error-free claim has been submitted. To promote a timely and accurate reimbursement system, the State and the Union shall work together through the Labor Management Committee (LMC) to identify causes and solutions to problems resulting in late, lost or inaccurate paychecks and similar issues.

15.2 Electronic Deposit

IHCPs shall have the right to authorize electronic deposit of any payment issued to them for services or other reimbursement.

15.3 Remittance Advices

The State or its designee shall make available electronic copies or paper copies of remittance advices at no cost to the IHCP upon his or her request.

Article 16 - Reimbursement Rates

16.1 The reimbursement rates for IHCPs providing services under the Ohio Home Care, Transitions Carve Out, and the Transitions/MRDD waiver programs administered by the Ohio Department of Job and Family Services will increase by three percent (3%) effective July 1, 2008.

The reimbursement rate cap for IHCPs providing services under the Choices waiver program administered by the Ohio Department of Aging will increase by three percent (3%) effective July 1, 2008. However, individual Consumers and IHCPs continue to work together to determine the IHCP's reimbursement rate and therefore, IHCPs will not receive a change in reimbursement rate unless authorized by the Consumer.

16.2 Nothing in this Article prohibits the continued efforts of the Union and the IHCPs to work toward and/or lobby on behalf of additional increases in reimbursement rates for those providing care under the Ohio Home Care, Transitions Carve Out, and Transitions/MRDD waiver programs administered by the Ohio Department of Job and Family Services; the Level One and Individual Options waiver programs administered by the Ohio Department of Mental Retardation and Developmental Disabilities; or an increase in the reimbursement rate cap for the Choices waiver program administered by the Ohio Department of Aging.

Article 17 - Health Care Benefits

17.1 SEIU will make available group health insurance coverage and prescription coverage to members of the Union covered by this agreement, as long as the coverage is available.

Article 18 - No Strike

18.1 Neither the Union nor the IHCPs shall directly or indirectly authorize, assist, encourage and/or participate in any way in any strike, slowdown, walkout, work

stoppage, or other similar interference with services to Consumers provided by IHCPs. The Union or IHCPs shall not picket for any reason against Consumers in locations where IHCPs perform services.

18.2 The State retains the right to take any and all appropriate action against an IHCP who violates Section 18.1 above, including but not limited to action on the provider agreement, certification, or other credentialing of the provider.

18.3 In addition, the Union shall cooperate at all times with the State in assuring the continuation of services to Consumers and shall actively discourage any violation of this Article. If any violation of this Article occurs, the Union shall immediately notify all IHCPs that the strike, slowdown, walkout, work stoppage, or other similar interference with services to Consumers is prohibited and not sanctioned by the Union. The Union will inform IHCPs of their obligation to return to work immediately.

Article 19 - Miscellaneous

19.1 Printing of the Agreement

The State and the Union will each pay its own share of printing the Agreement. The Union will be responsible for distribution of the Agreement to current and new IHCPs.

19.2 Errata

It is the understanding of the parties that any error in printing or typography will not alter the intent of the parties with respect to any such item.

Appendix A - Definition of Terms

For purposes of this Agreement, the following definitions shall apply. This is not a complete list of all the terms used in this Agreement.

Case Manager: Individuals who manage the Consumers' care plans and provide overall care coordination to Consumers. Under the Ohio Home Care Waiver, Transitions/MRDD Waiver, and Transitions Carve-Out Waiver, these individuals are referred to as Case Managers. Under the Level One Waiver and Individual Options Waiver, these individuals are referred to as Service and Support Administrators (SSAs). Under the Choices Waiver, the PASSPORT Administrative Agency (PAA) provides case management.

Centers for Medicare and Medicaid Services (CMS): The federal agency responsible for administering the Medicare, Medicaid, SCHIP (State Children's Health Insurance), HIPAA (Health Insurance Portability and Accountability Act), CLIA (Clinical Laboratory Improvement Amendments), and several other health-related programs.

Clearance Process: Agency process for reviewing proposed rules and regulations with identified stakeholder groups.

Consumer: An individual who has been approved to receive ongoing Medicaid direct care services in the State of Ohio.

Independent Home Care Provider (IHCP): Those providers of ongoing Medicaid reimbursed direct care services that are paid through a Medicaid waiver program in the State of Ohio and not employed by a public or private agency.

State Designee: Any entity designated by the State of Ohio to carry out administrative functions, including but not limited to Case Management.

Service Plans: A document that describes the services that will be provided per individual Consumer. These documents are known as but not limited to Individual Services Plans, All Service Plans, Behavioral Support plans, 485 forms, and Service Plans.

Appendix B - Letter of Agreement
SEIU and State of Ohio
Section 6.7 - Grievance Procedure

It is recognized that the designated representatives referred to in Section 6.7 - Step 1 of the collective bargaining agreement are as follows:

ODJFS

Assistant Bureau Chief - Ohio Home Care Waiver.

Assistant Bureau Chief - Transitions/MRDD Waiver.

Assistant Bureau Chief - Transitions Carve-Out Waiver.

Aging

Provider Certification Specialist - Choices Waiver.

MRDD

Assistant Deputy Director - Level One Waiver.

Assistant Deputy Director - Individual Options Waiver.

As utilized in Section 6.7 - Step 1 of the collective bargaining agreement, the IHCPs will contact the relevant above-named designee for an informal meeting in order to confer and resolve issues that may arise.

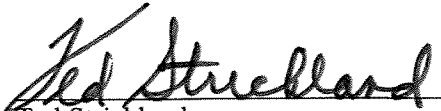
Further, it is recognized that the designated representative at the Office of Collective Bargaining referred to in Section 6.7 - Step 2 of the collective bargaining agreement is Labor Counsel.

As utilized in Section 6.7 - Step 2 of the collective bargaining agreement, the IHCPs will present any grievance not resolved in Step 1 in writing to the above-named designee within fifteen (15) days of the date on which the grievant knew or reasonably should have had knowledge of the event.

The Office of Collective Bargaining will notify SEIU of the names of the individuals holding the above-referenced positions upon the effective date of the Agreement and thereafter whenever a change in personnel occurs.

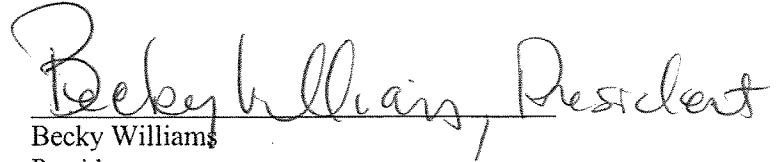
The parties here caused this Agreement to be executed this 6th day of January, 2009.

On Behalf of
The State of Ohio




Ted Strickland
Governor

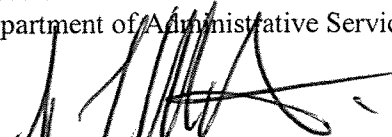
On Behalf of
Service Employees International Union,
District 1199, The Health Care and Social
Service Union, Change to Win, CLC



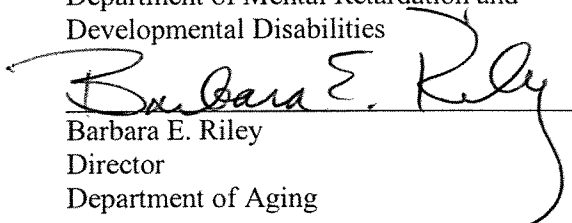
Becky Williams
President



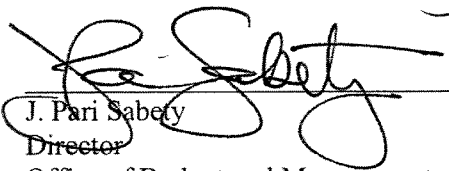
Hugh Quill
Director
Department of Administrative Services



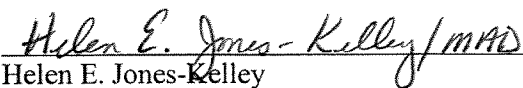
John E. Martin
Director
Department of Mental Retardation and
Developmental Disabilities



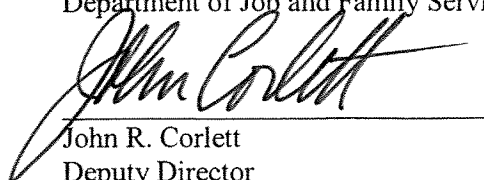
Barbara E. Riley
Director
Department of Aging



J. Pari Sabety
Director
Office of Budget and Management




Helen E. Jones-Kelley
Director
Department of Job and Family Services




John R. Corlett
Deputy Director
Office of Ohio Health Plans

On Behalf of
The State of Ohio



Michael P. Duco
Deputy Director
Office of Collective Bargaining



Barbara J. Petrella
Department of Job and Family Services



Kristen N. Rankin
Chief Spokesperson
Office of Collective Bargaining



Michael Rench
Department of Mental Retardation and
Developmental Disabilities



Ashley Hughes
Office of Collective Bargaining



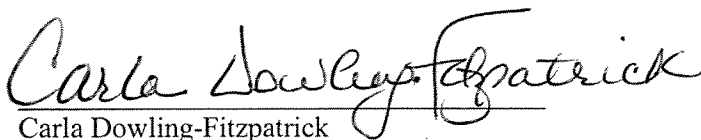
Erika Robbins
Department of Job and Family Services



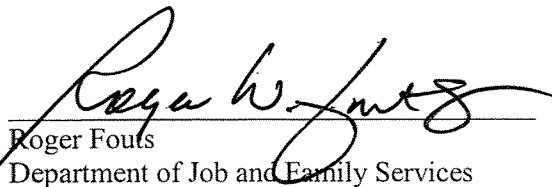
Cassandra Richards
Office of Collective Bargaining



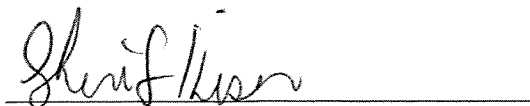
Susan Ackerman
Office of Budget and Management



Carla Dowling-Fitzpatrick
Department of Aging



Roger Fouts
Department of Job and Family Services



Sheri Kiser
Department of Aging