MEMORANDUM OF AGREEMENT

ICS Primary Care Nurse Practitioners (NPs) & Physicians Assistants (PAs) Full-time Equivalency (FTE) Increase

I. Parties

The parties to this Memorandum of Agreement (hereinafter “MOA”) are Multnomah County, Oregon (hereinafter “County”) and Oregon Nurses Association (hereinafter “ONA”).

II. Background

A. Indirect patient care time refers to scheduled time outside of scheduled clinical visits spent coordinating, managing, and planning patient care for the purposes of improving patient outcomes.

B. Indirect patient care time includes, but is not limited to, charting, phone calls, care coordination, call coverage, attending meetings, supporting quality and metrics initiatives, and managing the electronic health record (EHR).

C. The current Full-Time Equivalency (hereinafter “FTE”) of Nurse Practitioners (hereinafter “NPs”) and Physicians Assistants (hereinafter “PAs) in Integrated Clinical Services (hereinafter “ICS”) Primary Care (except for Student Health Center (hereinafter “SHC”) NPs and PAs) reflects direct clinical care time with a limited amount of templated time for administrative tasks and not uniquely designated as indirect patient care time.

D. The parties have agreed in 2022 successor bargaining to make the NP and PA job profiles Exempt (salaried) under the Fair Labor Standards Act (hereinafter “FLSA).

THEREFORE, the parties mutually agree as follows:

III. Terms

The following provisions shall only apply to ICS Primary Care NPs and PAs, except for SHC NPs & PAs.

A. The County shall implement a one-time only increase to the FTE for NPs and PAs in ICS Primary Care (except for SHC NPs & PAs) whose FTE is less than 1.00 FTE by the amounts listed in the table below. ICS Primary Care NPs and PAs (except SHC NPs & PAs) who are currently 1.00 FTE shall not have their FTE increased, but shall have the number of direct patient care hours reduced to the amount in the table below to allow for
scheduled indirect patient care time.

<table>
<thead>
<tr>
<th>Current FTE</th>
<th>New FTE</th>
<th>Direct Patient Care Time</th>
<th>Indirect Patient Care Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.00 FTE</td>
<td>1.00 FTE (No Change)</td>
<td>32 hrs.</td>
<td>8 hrs.</td>
</tr>
<tr>
<td>0.80 FTE</td>
<td>1.00 FTE</td>
<td>32 hrs.</td>
<td>8 hrs.</td>
</tr>
<tr>
<td>0.60 FTE</td>
<td>0.80 FTE</td>
<td>26 hrs.</td>
<td>6 hrs.</td>
</tr>
<tr>
<td>0.50 FTE</td>
<td>0.60 FTE</td>
<td>20 hrs.</td>
<td>4 hrs.</td>
</tr>
<tr>
<td>N/A</td>
<td>0.50 FTE</td>
<td>17 hrs.</td>
<td>3 hrs.</td>
</tr>
</tbody>
</table>

B. The compensation for ICS Primary Care NPs and PAs (except SHC NPs & PAs) shall be increased based on the increase in their FTE.

C. The Continuing Education dollar allowance and hours for ICS Primary Care NPs and PAs (except SHC NPs & PAs) will reflect the new FTE in accordance with the provisions in Article 18, Section I.A. of the parties’ CBA.

D. The ICS Primary Care NPs and PAs salary represents compensation for the entire scope of work, which includes the following expectations:

1. As outlined in the employee’s new hire offer letter, at least one “late” day of clinical patient care per week. A late day is defined as scheduled direct patient care time until 7:00 p.m., as defined by the health center.

2. At least four (4) weekend shifts per year, when Saturday clinic hours are implemented. A weekend shall be defined as a Saturday, with six (6) hours of scheduled direct patient care time, compensated as eight (8) hours worked. The Weekend Differential in Article 16, Section 16 of the parties’ CBA shall not apply to ICS Primary Care NPs and PAs.

3. Included in the “after hours” rotation pool and will be available for after hours consultations at least four (4) weeks per year. The Stand-by and Call-Back Pay
in Article 16, Section 5 of the parties’ CBA shall not apply to ICS Primary Care NPs and PAs.

E. Indirect patient care time shall be “scheduled” in Epic practice management (Cadence) in alignment with existing schedule assignments and process.

1. Upon prior arrangement, a NP or PA may “flex” this time. Flex Time shall be documented/recorded in Cadence (Epic practice management) and Workday.

2. If Flex Time is not previously scheduled, it will be assumed that the NP or PA is “on-line” and available for team consultation and engaged in indirect patient care work.

F. The County retains the exclusive right to exercise the customary functions of management listed in Article 4 of the parties’ CBA, including but not limited to determining the levels of service and methods of operation to determine staffing, work schedules, to establish standards for work performance expectations, and assign work. Management rights, except where abridged by specific provisions of the parties’ CBA or general law, are not subject to the grievance procedure.

G. Management can make changes to employees’ FTE that affect the amount of indirect patient care time after having a conversation with ONA.

H. This MOA shall not be construed as establishing a precedent, practice, or custom, and neither party may raise it as such in any other forum.

I. Any dispute over the meaning, interpretation, or application of this MOA shall be subject to the grievance procedure set forth in Article 20 of the parties’ CBA.

Agreed to this _____ day of ____________________, 2022.

For the Union: For the County:

___________________________ ________________________
Jocelyn Pitman James J. Opoka
ONA LR Representative Labor Relations Manager