Memorandum of Understanding- Agreement between Providence Home Health and Hospice and Oregon Nurses Association

This is an agreement that is in addition to all of the rights, pay practices and processes described in the collective bargaining agreement (CBA) that expires on December 31, 2022. This agreement will be added to the subsequent contract.

**Washington Registered Nurse License and Working in Washington**

**A. Washington License**

1. Providence Home Health and Hospice (PHHH) will pay for costs associated with the initial licensure and subsequent renewal of a Washington (WA) registered nursing (RN) license retroactively to February 2020.

2. PHHH will pay for all time performing work, including the time spent on administrative tasks to obtain and renew the Washington license (e.g. fingerprinting, drive time, testing, etc.).

3. PHHH will compensate each RN for the two (2) Continuing Education (CE) units in the Washington State Nursing Jurisprudence Module, prior to the nurse completing the initial WA license process. Each RN will be paid their hourly rate (plus applicable certifications) for each of the 2 CE units. This is in addition to any paid education hours already covered by the collective bargaining agreement (CBA). In addition, Providence will pay for the cost of the course.

4. PHHH will compensate each RN for the six (6) CE units for the suicide prevention training. Each RN will be paid their hourly rate (plus applicable certifications) for each of the 6 CE units. This is in addition to any paid education hours already covered by the CBA. In addition, Providence will pay for the cost of the course.

5. PHHH will provide an additional eight (8) education hours per year for WA licensed nurses. This is in addition to any paid education hours already covered by the CBA. Providence will provide a $200 annual education stipend to cover the costs of CE courses. This is in addition to any education monies provided by the contract.

**B. Working in Washington**

1. Clark County, Washington is included in the Portland, Oregon service area. Nurses performing work in Clark County, Washington will be included in the Home Health East, Hospice East, Hospice Access, and Home Health Access.

2. Prior to taking a full assignment in Washington, the nurse will be oriented and resource information will be provided in accordance with current practice, including any WA regulatory requirements.
3. Work in Clark County, Washington for nurses who are dual-licensed, were not hired with the explicit expectation that they perform work in Washington, are not assigned to the Clark County Team, and who have not otherwise volunteered to work in Clark County, Washington will be considered an “alternate assignment” and treated as described in Article 5, Section M of the CBA. PPHH will make every attempt to fairly distribute assignments across the service area of Hospice East, Hospice Access, and Home Health East and the teams associated with serving Clark County. Until census warrants full caseloads in Clark County, nurses assigned to work in Clark County may be assigned Oregon patients within the East Branch. As census and caseloads grow in Clark County, PPHH will continue to assign patients within a reasonable geographical distance. When census warrants full caseloads in Clark County, nurses with full caseloads in Clark County will have work in Oregon treated as described in Article 5, Section M of the CBA. New hires will be informed whether or not they will be required to work in Clark County and whether or not a WA license is required. If additional staff are needed to serve Clark County, volunteers with a WA license will be requested, then solicitations for staff will use the considerations outlined in Article 5, Section M of the CBA.

4. For nurses working in Washington, Providence will follow the qualifications for the Washington Family Leave Act (WFLA), when appropriate.

C. Triage, Referrals and Access Nurses

1. PPHH will solicit volunteers to obtain their WA license as needed. If not enough nurses volunteer, then a reverse seniority system will be used.

2. The conditions of participation for Hospice require nursing services being available 24/7. Therefore, afterhours triage night nurses will need both OR and WA licenses, regardless of the statement in C.1. above. PPHH will provide each afterhours triage night nurse required to obtain a WA license and employed as of the time execution of this Memorandum of Understanding with a one-time $1000 bonus within 30 days of obtaining the required licensure. An afterhours clinical answering service is engaged to provide an extra layer of support to manage call volumes as needed.

3. Calls from WA patients will be routed to a separate phone number that will connect patients to an appropriately licensed RN.

D. Washington Residents

1. PPHH will make every effort for nurses who reside in WA to have work supplies delivered to their home and/ or available to pick up at a community partner in WA. Supplies will remain available at the branch location.

2. The parties will work together to get signed paperwork delivered securely without having to drive to an Oregon office.

E. Task Force and the Professional Nurse Care Committee (PNCC)

1. The Task Force will add one additional ONA leader, for a total of three ONA nurse
leaders. In addition, administration will add one additional leader.

2. Professional Nurse Care Committee (PNCC) will add one additional ONA nurse that has agreed to the WA assignment. This will allow a total of seven ONA nurse leaders to be part of the PNCC.

F. **Staffing**

1. The parties will work together to address concerns of missed visits and getting patients seen on the unassigned list for WA

2. Staffing issues in WA will be addressed through PNCC and Task Force in accordance with current practice.