
COLLECTIVE BARGAINING AGREEMENT



THE STATE OF WASHINGTON

AND

**WASHINGTON STATE RESIDENTIAL CARE
COUNCIL OF ADULT FAMILY HOMES**

EFFECTIVE

JULY 1, 2013 THROUGH JUNE 30, 2015



2013-2015

**WASHINGTON STATE RESIDENTIAL CARE COUNCIL
OF
ADULT FAMILY HOMES
2013-2015**

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PREAMBLE

This document constitutes an Agreement by and between the Governor and the State of Washington hereinafter referred to as the “Employer” and the Washington State Residential Care Council of Adult Family Homes hereinafter referred to as the “WSRCC” and in accordance with the provisions of [RCW 41.56](#).

ARTICLE 1 RECOGNITION

1.1 Recognition

The Washington State Residential Care Council of Adult Family Homes (WSRCC) is recognized as the sole and exclusive representative for providers of adult family home care services as defined in [RCW 41.56.030](#)(1). The bargaining unit is defined as: adult family home providers as defined in [RCW 70.128.010](#) who receive payments from the Medicaid and state funded long-term care programs. The parties acknowledge and agree that a statewide unit of all adult family home providers as defined in [RCW 41.56.030](#)(1) is the only unit appropriate for purposes of collective bargaining. The parties also recognize that other agencies and/or contractors or subcontractors of the Employer may continue to be responsible for implementation and administration of certain provisions of this Agreement as specifically provided herein or as directed by the Employer.

1.2 Integrity of the Bargaining Unit

The State recognizes the integrity of the bargaining unit and will not take any action intended to erode it.

ARTICLE 2 NON-DISCRIMINATION

2.1 The WSRCC and the Employer are mutually committed to a policy of non-discrimination. The Employer shall not discriminate with respect to reimbursement or terms and conditions of contracting as provided for in this Agreement on the basis of race, color, physical and/or mental disability, marital status, national origin, ancestry, gender identity, sex, sexual orientation, age, political belief, faith, veterans status, citizenship status, WSRCC membership and activities in keeping with applicable federal, state or local law.

2.2 This Agreement shall not be construed as otherwise limiting or impeding residents', parents' or legal guardians' statutory right to choose and terminate the services of any licensed adult family home provider.

ARTICLE 3 WSRCC RIGHTS

3.1 WSRCC Exclusivity

The State shall not subsidize or bargain with any other labor organization or association of adult family home providers or their representatives on matters pertaining to [RCW 41.56.029](#)(2)(c). However, the WSRCC recognizes that the State in meeting its statutory obligations under [RCW 70.128](#) may frequently interact with bargaining unit members or groups that include bargaining unit members without notifying or requiring the WSRCC's presence at those interactions.

3.2 WSRCC Representatives

The WSRCC shall notify the State of the names of its official representatives and changes in such representatives, as changes occur.

3.3 Neutrality

The State shall remain neutral on the question of WSRCC membership and WSRCC representation for providers. All questions addressed to the State concerning membership in or representation by the WSRCC will be referred to the WSRCC.

3.4 Lists

The State will provide the WSRCC with a list of providers electronically on a monthly basis by the fifteenth (15th) business day of each month. This list will include:

- A. Month in which the service was provided;
- B. Names of all providers who received a payment in the previous calendar month;
- C. Provider number;
- D. Mailing address;
- E. Telephone number if available;
- F. Amount of total payment per provider;
- G. Email address of provider if available; and
- H. Fax numbers if available.
- I. Provided it can be done by the ProviderOne vendor within the appropriated budget for the project, the State will also provide a monthly list of newly contracted Medicaid homes when ProviderOne begins to pay adult family home providers.

3.5 Notices

The State will provide to the WSRCC either an electronic or hard copy of any notice provided by the State to all providers.

**ARTICLE 4
EMPLOYER RIGHTS**

4.1 It is understood and agreed by the parties that the Employer has core management rights. Except to the extent modified by this Agreement, the Employer reserves exclusively all the inherent rights and authority to manage and operate its programs. The parties agree that all rights not specifically granted in this Agreement are reserved solely to the Employer and the Employer has the right to decide and implement its decisions regarding such management rights. Unless otherwise revised by statute, the mandatory subjects of bargaining between the parties shall be limited solely to: (1) economic compensation, such as manner and rate of subsidy and reimbursement, including tiered reimbursement; (2) health and welfare benefits; (3) professional development and training; (4) labor-management committees; (5) grievance procedures; and (6) other economic

matters. The parties acknowledge that the mandatory subjects of bargaining listed above are the only subjects the parties are authorized to bargain.

4.2 Rights Reserved to the Employer

Examples of the rights reserved solely to the Employer, its agents and officials and to the extent these rights may be limited by other provisions of this Agreement as expressly provided herein include, but are not limited to the right:

- A. To operate so as to carry out the statutory, licensing and contractual mandates of the Employer;
- B. To establish the Employer's missions, programs, objectives, activities and priorities within the statutory mandates;
- C. To plan, direct and control the use of resources, including all aspects of the budget, in order to achieve the Employer's missions, programs, objectives, activities and priorities;
- D. To manage, direct and control all of the Employer's activities to deliver programs and services;
- E. To develop, modify and administer policies, procedures, rules and regulations and determine the methods and means by which operations are to be carried out;
- F. To establish qualifications of adult family home licensed and contracted providers and standards of accountability;
- G. To make and execute contracts and all other instruments necessary or convenient for the performance of the Employer's duties or exercise of the Employer's powers, including contracts with public and private agencies, organizations or corporations and adult family homes to pay them for services rendered or furnished;
- H. To determine the management organization, including recruitment, selection, retention and promotion to positions not otherwise covered by this Agreement;
- I. To extend, limit or contract out any or all services and/or programs of the Employer except as otherwise limited under [Article 9](#), Duty to Bargain and specific to contracting out of bargaining unit work;
- J. To take whatever actions the Employer deems necessary to carry out services in an emergency. The Employer shall be the sole determiner as to the existence of an emergency in keeping with a reasonable and prudent standard;

- K. To modify any and all operations and work requirements in order to more efficiently and effectively provide services as a result of any existing and/or new laws, rules and regulatory provisions of state and/or federal origin which may in any way affect the Employer's ability to provide services;
 - L. To determine the method, technological means and numbers and kinds of personnel by which operations are undertaken; and
 - M. To maintain and promote the efficiency of public operations entrusted to the Employer.
- 4.3** The above enumerations of Employer rights are not inclusive and do not exclude other Employer rights not specified, including but not limited to those duties, obligations or authority provided under chapter [70.128 RCW](#) and to the extent not otherwise expressly limited by this Agreement. The exercise or non-exercise of rights retained by the Employer shall not be construed to mean that any right of the Employer is waived.
- 4.4** No action taken by the Employer with respect to a management right shall be subject to a grievance or arbitration procedure or collateral action/suit unless the exercise thereof violates an express written provision of this Agreement.

4.5 Fulfillment of Statutory Obligation

As provided under [RCW 41.56.029\(4\)\(c\)](#), this Agreement expressly reserves:

The legislature's right to make programmatic modifications to the delivery of state services under chapter [70.128 RCW](#), including standards of eligibility of consumers and adult family home providers participating in the programs under chapter [70.128 RCW](#) and the nature of services provided.

Nothing contained in this Agreement shall be construed as to subtract from, modify or otherwise diminish these rights in any manner.

**ARTICLE 5
GRIEVANCE AND DISPUTE RESOLUTION**

5.1 Dispute Resolution Philosophy

The Employer and the WSRCC commit to address and resolve issues in a fair and responsible manner at the lowest possible level, and to use mediation and conflict resolution techniques when possible. The relationship of the parties depends on mutual respect and trust based on the ability to recognize and resolve disagreements. Prior to filing a grievance, the WSRCC and the Employer should attempt wherever possible to resolve problems informally and not resort to the formal grievance procedure.

5.2 Definitions

A. Grievance Definition

A grievance shall mean a dispute regarding the meaning or implementation of the provisions of this Agreement brought by the WSRCC. The WSRCC may not grieve issues outside the scope of this Agreement, including but not limited to selection or termination of an adult family home provider by a consumer, and/or any action taken by the consumer.

B. Computation of Time

The time limits in this Article must be strictly adhered to unless mutually modified in writing. Days are calendar days and will be counted by excluding the first day and including the last day of timelines. When the last day falls on a Saturday, Sunday or holiday, the last day will be the next day which is not a Saturday, Sunday or holiday. Transmittal of grievances, appeals and responses will be in writing and timelines will apply to date of receipt.

C. Failure to Meet Timelines

Failure by the WSRCC to comply with the timelines will result in the automatic withdrawal of the grievance. Failure by the Employer to comply with the timelines will entitle the WSRCC to move the grievance to the next step of the procedure.

D. Content

The written grievance must include the following information:

1. A summary of the pertinent facts surrounding the nature of the grievance;
2. The date or time period in which the incident occurred;
3. The specific Article and Section of the Agreement violated;
4. The step taken to informally resolve the grievance and the individuals involved in the attempted resolution;
5. An appropriate remedy for the grievance;
6. The name of the grievant;
7. The grievant's provider number; and
8. The name and signature of the WSRCC representative filing the grievance.

E. Modifications to grievances

No newly alleged violations and/or remedies may be added to the grievance after it is filed, except by written mutual agreement; provided, however, this shall not preclude the filing of a grievance arising out of a different incident.

- F. Resolution
If the Employer provides the requested remedy or a mutually agreed upon alternative remedy for that grievance, the grievance will be considered resolved and may not be moved to the next step.
- G. Withdrawal
A grievance may be withdrawn at any time.
- H. Resubmission
If resolved, withdrawn or a timeline missed, that grievance cannot be resubmitted.

5.3 Grievance/Dispute Resolution Procedure

Step 1. Informal Resolution

In an attempt to resolve any grievable issue, the WSRCC representative should confer with the Employer's designated representative prior to filing a written grievance.

Step 2. Written Grievance

If the grievance is not resolved at Step 1, the WSRCC representative shall set forth the grievance in writing including a summary of the pertinent facts surrounding the grievance, the date or time period in which the incident occurred, the alleged violations of the Agreement, and an appropriate remedy.

The written grievance shall be submitted to the Employer within thirty (30) days of the occurrence of the alleged violation or within thirty (30) days of when the provider or the WSRCC could reasonably have been aware of the incident or occurrence giving rise to the grievance. The written grievance may be submitted by the WSRCC in person, by email or by fax.

The Employer or the Employer's designee shall meet with the grievant and his/her WSRCC representative within thirty (30) days of receipt of the written grievance, in order to discuss and resolve the grievance. Subsequent to this meeting, if the grievance should remain unresolved, the Employer will provide a written response to the grievance within fourteen (14) days from the date the parties met to discuss the grievance. If the response does not resolve the grievance, the WSRCC may, within fourteen (14) days of receipt of the response, proceed to Step 4, Arbitration.

Step 3. (Optional) Mediation

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 WSRCC of the written response from the Employer in Step 2. The party receiving the request for mediation must notify the other party of its agreement to mediate the dispute within fourteen (14) days of

receipt of the request. If the party receiving the request does not agree to mediate the dispute, the WSRCC may, within fourteen (14) days of the notification of the decision not to mediate, proceed to Step 4, Arbitration.

If the parties agree to mediation, the parties shall select a neutral mediator. Both parties shall submit a statement of their position on the issue. The mediator may also bring the parties together in person to attempt to resolve the issue.

The parties shall each pay one half (1/2) 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, attorney's fees and the costs of each party's appointed representatives.

If the issue is successfully resolved by mediation, the agreement shall be signed and binding on all parties, and will not form a precedent unless agreed to in writing by both parties. If the issue is not successfully resolved through mediation, the WSRCC may, within thirty (30) days of the mediation session, proceed to Step 4, Arbitration.

The proceedings of any mediation will not be reported or recorded in any manner, except for agreements that may be reached by the parties during the course of the mediation or meeting. Statements made by the mediator, or by or to any party or other participant in the mediation may not later be introduced as evidence, may not be made known to an arbitrator or hearings examiner at a hearing, or may not be construed for any purpose as an admission against interest, unless they are independently admissible.

Step 4. Arbitration

If the grievance is not settled at Step 2 or 3, it may, within the time frames noted above, be referred by the WSRCC to final and binding arbitration. The Arbitrator shall be mutually agreed upon by the parties or, upon failure to agree upon an Arbitrator, the WSRCC shall, within fifteen (15) days of the request for arbitration, request a list of nine (9) arbitrators from the American Arbitration Association. The parties shall select an arbitrator by alternately striking names from the list of nine (9) arbitrators. A coin toss shall determine which party shall strike first.

The award of the Arbitrator shall be final and binding upon both parties. The parties shall each pay one half (1/2) the costs of the arbitration, including the fees to file for arbitration with the American Arbitration Association and the fees of the Arbitrator. Each party shall be responsible for its own costs including the costs of representation, advocacy, attorney's fees and witnesses. The Arbitrator shall have no power to add to, subtract from, or change any of the terms or provisions of this Agreement.

ARTICLE 6
WSRCC-MANAGEMENT COMMUNICATIONS COMMITTEE

6.1 Purpose

For the purpose of maintaining communications between the parties and to cooperatively discuss matters of mutual concern, the Employer and the WSRCC agree to engage in discussions on topics of mutual interest as brought forth by either party. Additionally, the parties agree to work collaboratively to develop educational opportunities for adult family home providers.

6.2 Meetings

The parties shall meet on a flexible basis, but no later than thirty (30) days after either party requests a meeting unless otherwise mutually agreed. Meetings shall be held at mutually convenient times and ADA accessible locations. The parties are encouraged to select participants for these discussions who are representative of the issues to be discussed and who bring to the discussion the authority to make decisions on behalf of the parties. The WSRCC-Management Communications Committee (WSRCC-MCC) shall consist of up to five (5) representatives of the Employer and up to five (5) representatives of the WSRCC. Additional representatives may attend and participate upon mutual agreement.

6.3 Scope of Authority

Committee meetings established under this Article will be used for discussions and collaboration only. The committee will have no authority to conduct any negotiations, bargain collectively or modify any provision of this Agreement. The committees' activities are not subject to the grievance procedure in [Article 5](#). Except by written mutual agreement, discussions at WSRCC-MCC meetings do not satisfy the State's duty to bargain in accordance with [Articles 4](#) and [9](#) of this Agreement and chapter [41.56 RCW](#).

ARTICLE 7
PAYMENT

7.1 Daily Rates

Effective July 1, 2013, the Aging and Disability Services seventeen (17)-level tiered reimbursement payment rates (hereinafter referred to as "base daily rates") for adult family home providers who receive payments from the Medicaid and state-funded long-term care programs shall be as shown in Appendix A.

ARTICLE 8
TRAINING

8.1 Adult Family Home 48 Hour Administrator Training class

A. The State shall require the trainer for the Adult Family Home 48 Hour Administrator Training class (48 Hour class) to notify the WSRCC when classes are scheduled and grant access, not to exceed forty-five (45)

minutes, at the 48 Hour class. Adequate notice shall be fourteen (14) working days. In addition, the State will provide the WSRCC with a list of any contracted community colleges that will provide the 48 Hour class. Regular class schedules as published by the community college, including on-line schedules, shall serve as notification to the WSRCC for these classes. The WSRCC presentation topics will be limited to the following: WSRCC organization, adult family home providers' representation status and benefits and adult family home provider advanced and additional training opportunities. The WSRCC may issue a certificate to those who complete the forty-five (45) minute orientation.

- B. The WSRCC may (at its discretion) provide the trainer of the 48 Hour class with copies of a brochure outlining the providers' collective bargaining benefits, to be distributed by the trainer and WSRCC with other orientation and training materials. This document will be neutral in content and approved by the State and the WSRCC prior to distribution.

ARTICLE 9 DUTY TO BARGAIN

Nothing contained in this Agreement shall be construed as to diminish the obligation of the parties to discuss and/or negotiate over those subjects appropriate under the law and to the extent that the State has lawful control over those subjects. This specifically includes economic compensation, such as manner and rate of subsidy and reimbursement, including tiered reimbursement; health and welfare benefits; professional development and training; labor-management committees; grievance procedures and other economic matters. The State will notify the Executive Director of the WSRCC of the initiation of rule changes affecting a matter that is an appropriate subject of bargaining as listed above.

ARTICLE 10 SAVINGS CLAUSE

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

In the event of such invalidation, the parties shall promptly meet to negotiate a substitute provision. Any changes or amendments to this Agreement shall be in writing and duly executed by the parties and their representatives.

ARTICLE 11
DISTRIBUTION OF AGREEMENT

The Employer shall electronically post the Agreement on the Office of Financial Management/Labor Relations Division (OFM/LRD) web page for access by members of the bargaining unit. The Employer shall provide the WSRCC contact information and the link to this Agreement on the OFM/LRD web page to both new and renewing adult family home contracted providers.

ARTICLE 12
TERM OF THE AGREEMENT

12.1 Severability

This Agreement shall be subject to all present and future applicable federal, state and local laws and rules and regulations of governmental authority that are not subject to collective bargaining. Should any part of this Agreement or any provisions contained herein be judicially determined to be contrary to law, such invalidation of such part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

12.2 Term of Agreement

This Agreement shall be effective July 1, 2013 and shall remain in full force and effect until June 30, 2015. In accordance with [RCW 41.56.440](#) the parties shall begin negotiations no later than May 1, 2014. If no successor agreement has been reached, or if the legislature has not approved appropriations required to fund the economic provisions of a successor agreement as of June 30, 2015, all the terms of this Agreement shall remain in effect until the effective date of a subsequent agreement, not to exceed one (1) year from the expiration date.

APPENDIX A
JULY 1, 2013 ADSA ADULT FAMILY HOME DAILY RATES
FOR CLIENTS ASSESSED WITH CARE

Service Area	King County	**Metropolitan Counties	***Non-Metropolitan Counties
Classification	AFH Daily Rate	AFH Daily Rate	AFH Daily Rate
A Low (1)	\$47.59	\$47.59	\$47.59
A Med (2)	\$53.84	\$51.75	\$50.72
A High (3)	\$60.10	\$56.96	\$55.93
B Low (4)	\$47.82	\$47.82	\$47.82
B Med (5)	\$60.39	\$57.24	\$56.20
B Med H (6)	\$64.62	\$61.30	\$60.12
B High (7)	\$73.71	\$71.66	\$67.84
C Low (8)	\$53.84	\$52.13	\$50.72
C Med (9)	\$68.42	\$66.78	\$64.27
C Med H (10)	\$89.26	\$83.02	\$79.90
C High (11)	\$90.49	\$88.01	\$83.30
D Low (12)	\$69.72	\$68.21	\$64.57
D Med (13)	\$85.07	\$82.81	\$78.37
D Med H (14)	\$102.12	\$99.04	\$93.72
D High (15)	\$116.10	\$112.36	\$106.30
E Med (16)	\$140.04	\$135.15	\$127.84
E High (17)	\$163.99	\$157.94	\$149.39

** Metropolitan Counties (Urban) Benton, Clark, Franklin, Island, Kitsap, Pierce, Snohomish, Spokane, Thurston, Whatcom, and Yakima Counties.

*** Non-Metropolitan Counties: Adams, Asotin, Chelan, Clallum, Columbia, Cowlitz, Douglas, Ferry, Kittitas, Garfield, Grant, Grays Harbor, Jefferson, Klickitat, Lewis, Lincoln, Mason, Okanogan, Pacific, Pend Oreille, San Juan, Skagit, Skamania, Stevens, Wahkiakum, Walla Walla, and Whitman.

**STATE OF WASHINGTON/WASHINGTON STATE RESIDENTIAL CARE
COUNCIL (WSRCC)
ADULT FAMILY HOMES
COLLECTIVE BARGAINING AGREEMENT (CBA)
2013-2015**

MEMORANDUM OF UNDERSTANDING

Prior to the expiration of the 2013-2015 CBA between the State and the WSRCC, the parties agree to negotiate the amount to be reimbursed to the State for the additional costs of making WSRCC dues deductions from the payments to bargaining unit adult family home providers in accordance with RCW 41.56.113(c). Should the parties reach agreement on the reimbursement amount and electronic dues deduction for the WSRCC bargaining unit is implemented in ProviderOne Phase 2, the parties further agree to negotiate an addendum to the 2013-2015 CBA providing for WSRCC representational security in accordance with RCW 41.56.113(b).

Signed this 16th day of August, 2012.

For the WSRCC:

For the State:

/s/

Cathi Bright, Lead Negotiator

/s/

Diane Lutz, Senior Labor Negotiator
OFM/LRD

**State of Washington/Washington State Residential Care Council
Collective Bargaining Agreement
2013-2015**

SETTLEMENT AGREEMENT

August 21, 2012

In full settlement of the 2013-2015 Collective Bargaining Agreement (CBA) between the State of Washington and the Washington State Residential Care Council of Adult Family Homes (WSRCC), the parties agree:

1. The Department of Social and Health Services (DSHS) will develop a specialty contract, with a corresponding rate range, designed to serve individuals currently residing in a State hospital or psychiatric unit of a hospital who meet specific criteria as determined by DSHS. This contract is intended to create capacity to serve individuals in the community who have no option but hospital residence due to the lack of resources to serve them in the community. DSHS will coordinate a study to determine the care requirements in adult family homes of this population and will discuss the elements of the study with the WSRCC. The State will bargain the adult family home enhanced daily rates for this population with the WSRCC.
2. If negotiated rule making for adult family homes is commenced in accordance with RCW 70.128.043, the WSRCC will be included as a participant.
3. Effective July 1, 2013, the “bed hold rate” for the eighth through the twentieth day (see WAC 388-105-0045(3)(b)) will be increased to fifteen dollars (\$15.00) a day for adult family homes.

Signed this 21st day of August, 2012.

For the WSRCC:

For the State:

/s/

Cathi Bright, Lead Negotiator

/s/

Diane Lutz, Senior Labor Negotiator
OFM/LRD

THE PARTIES, BY THEIR SIGNATURES BELOW, ACCEPT AND AGREE TO THE TERMS AND CONDITIONS OF THIS COLLECTIVE BARGAINING AGREEMENT.

Executed this 1st day of July, 2013.

For the State of Washington:

_____/s/
Jay Inslee
Governor

_____/s/
Diane Lutz, Chief Negotiator
OFM Labor Relations Division

For the Washington State Residential Care Council of Adult Family Homes:

Vicki McNealley
Executive Director

