

Collective Bargaining Agreement
Between
The Service Employees International Union,
Healthcare Illinois and Indiana
And
The State of Illinois Department of Central Management Services and
Human Services

Covering Individual Providers in the Illinois Department of Rehabilitation Services (D/ORS)

Effective July 1, 2023 through June 30, 2027

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PREAMBLE

This agreement (hereinafter referred to as the "Agreement") has been made and entered into by and between the State of Illinois, Departments of Central Management Services and Human Services (hereinafter referred to as the "State") and the Service Employees International Union, Healthcare Illinois & Indiana and its successor in interest (hereinafter referred to as the "Union"). The Union and the State recognize the unique employment arrangement of Personal Assistants and Maintenance Home Health Providers (hereafter referred to as "Individual Providers") and Customers (hereafter referred to as "Customers") receiving services in the Department of Human Services, Office of Rehabilitation Services, Home Services Program (hereafter referred to as the "Home Services Program" or "HSP"), nor will this Agreement in any way diminish the Customers' control over the hiring, in-home supervision, and termination of Individual Providers within the limits set by the Home Services Program. Individual Providers are not State employees for purposes of eligibility to receive statutorily mandated benefits, including but not limited to, retirement and health insurance.

DEFINITION OF TERMS

The following terms shall be interpreted as indicated below when used in this Agreement:

- a) "State" refers to the Director of Central Management Services, Secretary of the Department of Human Services, or their representatives collectively or singly, as the context may require.
- b) "Customer" refers to anyone who has been referred to the Home Services Program for a determination of eligibility for services; has applied for services through the Home Services Program; is receiving services through the Home Services Program; or has received services through the Home Services Program.
- c) "Personal Assistant" refers to an individual hired by a Customer who may perform household tasks, shopping or personal care; incidental health care tasks which do not require independent judgment, with the permission of the Customer's physician, Customer, and/or family; and monitoring to ensure the health and safety of the Customer.
- d) "Maintenance Home Health Provider" refers to an individual hired by a Customer who provides skilled services to said Customer as a Certified Nurse's Assistant, Licensed Practical Nurse, Registered Nurse, Occupational Therapist, Physical Therapist or Speech Therapist.
- e) "Individual Providers" refers collectively to Personal Assistants and to Maintenance Home Health Providers.
- f) "Bargaining Unit Employee" refers to a Personal Assistant or Maintenance Home Health Provider who is covered by this agreement in accordance with 5 ILCS 315/3(n)(ii) and (iv).
- g) "Union" refers to Service Employees International Union, Healthcare Illinois & Indiana and its successor in interest.

ARTICLE I. UNION RECOGNITION

Section 1. Union Recognition

The State recognizes SEIU Healthcare Illinois & Indiana and its successor in interest, as the sole and exclusive bargaining representative of all Individual Providers, who constitute the bargaining unit covered by this agreement.

Section 2. Integrity of the Bargaining Unit

The State recognizes the integrity of the bargaining unit and will not erode it. Subject to the provisions of this Agreement, the State will continue to assign bargaining unit work to bargaining unit employees. No action taken by the Customer shall be considered erosion of the bargaining unit. A reduction in the number of service hours provided to Customers shall not be considered erosion of the bargaining unit.

Nothing in this Agreement shall prohibit the State from utilizing, or a Customer from participating in, an integrated/managed care program, administered by a third party, as a part of which Individual Providers will provide their services. Individual Providers participating in such an integrated/managed care program shall be covered under this Agreement.

ARTICLE II. NON-DISCRIMINATION

The State agrees not to discriminate against any Individual Provider on the basis of race, sex, sexual orientation, creed, religion, color, marital or parental status, age, national origin, political affiliation and/or beliefs, disability, gender identity, or for other non-merit factors. Nothing in this section shall limit the rights of Customers as provided for in Article VI.

ARTICLE III. DIGNITY AND RESPECT

Individual Providers, the State and the Union will treat each other with dignity and respect.

ARTICLE IV. UNION RIGHTS

Section 1. Union Exclusivity

The State shall not meet, discuss, confer, subsidize or negotiate with any other employee organization or its representatives on matters pertaining to all terms and conditions of employment of Individual Providers working under the Home Services Program that are within the State's control. Nor shall the State negotiate with Individual Providers over terms and conditions of employment within the State's control.

Section 2. Union Activity

The State agrees that no Individual Provider shall be discriminated against, intimidated, restrained or coerced in or on account of the exercise of any rights granted by the Illinois Public Labor Relations Act or by this Agreement, on account of membership or non-membership in, or lawful activities on behalf of the Union.

Section 3. Neutrality

The State and its managerial and supervisory staff shall remain neutral on the question of whether Individual Providers should join and be represented by the Union and shall not discourage, nor assist third parties to discourage, Individual Providers from becoming or remaining union members or from authorizing dues deductions. All questions addressed to the State or its staff by Individual Providers concerning membership in or representation by the Union will be referred to the Union.

Section 4. Lists

In order to assist in the communication process, the State will provide a list of names, addresses, dates of birth, social security numbers, telephone numbers, cellular/alternate phone numbers (when possible) on file with the State, email addresses on file with the State, EVV ID numbers, preferred language, date first paid on or after January 1, 2008, cumulative hours paid beginning with January 1, 1997, hours paid in the previous month, wage rates and zip codes of all Individual Providers electronically on a monthly basis to the Union. The list will indicate whether or not the Individual Provider is a member of the Union and will indicate the amount of Union dues or initiation fees deducted from the Individual Provider's payment that month. The hours information provided to the Union shall also indicate overtime and travel time hours. The State shall update and keep current the information specified in this section, including but not limited to, based on the timesheets submitted by Individual Providers or as otherwise provided by Individual Providers. The State will also send to the Union a weekly list of newly enrolled Individual Providers including the same information concerning such new Individual Providers, provided such information is available, and in the same format as the full list described above.

If it becomes technically feasible to do so, the State shall also provide to the Union real-time access to the information specified in this section through means of an online, secure portal.

Section 5. Union Orientation

The Union shall be permitted to conduct its orientation of up to one hour as part of a paid informational meeting for new Individual Providers without charge to pay or leave time. The Individual Providers' participation in such meeting shall be voluntary.

Section 6. Bulletin Boards

The Union shall be allowed to provide and maintain a reasonably sized bulletin board at each Rehabilitation Services Field Office. Items posted shall not be political, partisan or defamatory in nature.

Section 7. Notices

The State will contemporaneously provide to the Union a copy of any notice provided by the State to any Individual Provider.

Section 8. Union Representatives

The Union shall notify the State of the names of its official representatives and changes in such representatives. The list and updates shall be sent to the Department of Central Management Services, Division of Employee and Labor Relations. The Union shall notify the Department of Human Services, Bureau of Labor Relations of the names of stewards selected by the Union at the beginning of the fiscal year. Stewards shall receive no compensation for time spent engaging in activities as a Steward. Union representatives shall have access to Department of Human Services facilities with prior approval of the Department of Human Services. Such approval shall not be unreasonably denied.

Section 9. Provision of Union Information to New Providers

When an individual initially becomes an Individual Provider with the Home Services Program, the State shall include, in the packet of information and forms provided to all new Individual Providers, materials prepared by the Union that fit into the Individual Provider packet concerning union representation and union membership. The material shall not be political, partisan or defamatory in nature and shall be reviewed by the Home Services Program.

If the State electronically provides the packet of information and forms to new Individual Providers, it shall also electronically provide the Union information specified in this section. The State shall also provide a link to the Union website on the DHS DORS website for Individual Providers and on all general communications to Individual Providers.

ARTICLE V. MANAGEMENT RIGHTS

Section 1. Rights Residing with the State

Except as amended, changed, or modified by this Agreement, the State reserves exclusively all the inherent rights and authority to manage and operate its programs. The parties agree that all rights not granted in this Agreement are reserved solely to the State and the State has the right to decide and implement its decisions regarding such rights without negotiating about the decision. Examples of the rights reserved solely to the State, its agents and officials include, but are not limited to, the right: to operate so as to carry out the statutory mandate of the State; to establish the State's missions, programs, objectives,

activities and priorities; to plan, direct and control the use of resources, including all aspects of the budget, in order to achieve the State's missions, programs, objectives, activities and priorities; to manage, direct, and control all of the State's activities to deliver programs and services; to develop, modify and administer policies, procedures, rules and regulations and determine the methods and means by which operations are to be carried out; to make, extend, limit 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, including contracts with public and private agencies, organizations, corporations or individuals; to determine the State's organization; to take whatever actions the State deems necessary to carry out services when the State determines an emergency; to maintain or modify any and all public operations and work requirements entrusted to the State to more efficiently and effectively provide services. This section shall not constitute a waiver by the Union to negotiate the impact of changes to the Home Services Program affecting wages, hours and terms and conditions of employment under the State's control.

Section 2. Non-Waiver

The above enumerations of the State's rights are not inclusive and do not exclude other rights not specified including those duties, obligations or authority provided under law, except that the exercise of such rights shall not be in conflict with the provisions of this Agreement. The exercise or non-exercise of rights retained by the State shall not be construed to mean that any right of the State is waived.

ARTICLE VI. CUSTOMER RIGHTS

Section 1. Customer Rights

Customers have the sole and undisputed right to hire, and supervise the work of any Individual Provider and to terminate without cause and without notice any Individual Provider. Customers shall retain the right to direct services rendered by the Individual Provider, train the Individual Provider, and determine under what circumstances anyone may enter their homes.

Section 2. Information Regarding Customers

The Union shall neither seek nor receive information from the State regarding the name, address, phone number or any other personal information regarding Customers. Union representatives and Individual Providers shall maintain strict standards of confidentiality regarding Customers and shall not disclose personal information pertaining to Customers obtained from any source unless the disclosure is with the express written consent of the Customer or compelled by the legal process or otherwise required by law.

Section 3. Union Access

Any union business shall be limited to time when the Individual Provider is not on working time.

Section 4. Non-Waiver

The above enumerations of the Customer's rights are not inclusive and do not exclude other rights not specified including those duties, obligations or authority provided under law. The exercise or non-exercise of rights retained by the Customer shall not be construed to mean that any right of the Customer is waived. No action taken by the Customer with respect to this Article shall be subject to the grievance procedure.

Section 5. Mediation between Customers and Individual Providers

The parties mutually recognize that the State's best interests are served by maintaining good relations between the Customers and Individual Providers. The State intends, where it deems appropriate, to mediate disputes between Customers and Individual Providers.

ARTICLE VII. WAGES & SPECIAL FUNDS

Section 1. Wages for Personal Assistants

- a) On January 1, 2024, the pay rates for all Personal Assistants shall be \$17.75 per hour worked or paid. Such rate increase shall be paid effective January 1, 2024, or upon federal approval, whichever is later.
- b) On January 1, 2025, the pay rates for all Personal Assistants shall be increased by \$0.50 to \$18.25 per hour worked or paid.
- c) On July 1, 2025, the pay rates for all Personal Assistants shall be increased by \$0.50 to \$18.75 per hour worked or paid.
- d) On January 1, 2026, the pay rates for all Personal Assistants shall be increased by \$0.75 to \$19.50 per hour worked or paid.
- e) On July 1, 2026, the pay rates for all Personal Assistants shall be increased by \$0.50 to \$20.00 per hour worked or paid.
- f) On January 1, 2027, the pay rates for all Personal Assistants shall be increased by \$0.75 to \$20.75 per hour worked or paid.

Section 2. Wages for Maintenance Home Health Providers

Minimum Hourly Wages	January 1, 2024	January 1, 2025	July 1, 2025	January 1, 2026	July 1, 2026	January 1, 2027
CNA	\$20.75	\$21.25	\$21.75	\$22.50	\$23.00	\$23.75
LPN	\$27.75	\$28.25	\$28.75	\$29.50	\$30.00	\$30.75
RN	\$34.50	\$35.00	\$35.50	\$36.25	\$36.75	\$37.50
PT, OT, ST	*	*	*	*	*	*

The rate increases for January 1, 2024, shall be paid effective January 1, 2024, or upon federal approval, whichever is later.

* to be negotiated upon hiring of physical therapist, occupational therapist and/or speech therapist.

No employee will suffer any reduction in wages by virtue of this agreement.

Section 3. Seniority

Effective July 1, 2025 and upon federal approval, whichever is later, Individual Providers reaching seniority milestones indicated below will receive a rate add-on corresponding with the seniority milestone.

Milestone	Rate Add-On
10,000 hours	\$1.00
20,000 hours	\$2.00
30,000 hours	\$4.00

Section 4. Special Funds

Union Health Benefit Fund

i.) Intent

The Union and the State believe that the services provided by the Individual Providers serve the public interest. The Union intends to provide access to health insurance coverage to eligible Individual Providers. MHH Providers will be covered under the Agreement on the same terms as Personal Assistants, effective January 1, 2014.

ii.) Contribution and Administration

For the period July 1, 2017 through July 1, 2018, the State will contribute at a rate of \$1.04 per hour paid each month for all Individual Provider services provided, with a target contribution of \$35 million. In the event no Medicaid Match is received, the parties shall promptly meet to discuss a remedy.

No later than January 1st of each calendar year, the Union will forward to the State an actuarial report setting forth the recommended contribution rate for the upcoming fiscal year (July 1st through June 30th), and the parties shall meet and discuss the findings of the actuarial report. The Union shall discuss with the State any changes in plan design or eligibility criteria prior to implementation of such changes. The Union shall not make any changes in the plan design regarding family coverage for the term of the Agreement.

Effective each July 1st thereafter, the State shall contribute to the Fund at an hourly rate determined by the parties that reflects: 1) the projected cost of providing benefits per participant as determined by the actuarial report, not to increase more than nine percent (9%) annually; 2) the Fund's projected increase in the number of participants, not exceeding five percent (5%) per year; 3) the State's projected annual service hours paid to bargaining unit employees; and 4) such underage or overage reflecting the difference between the total annual contributions paid and the total annual cost of providing benefits during the preceding fiscal year annual period.

Paid leave shall count as hours paid for purposes of contributions for health insurance under this section.

The parties shall determine by March 31 each subsequent year the annual hourly contribution rate for the upcoming fiscal year.

The Union shall comply with reasonable information requests, including financial or audit requests, by the State consistent with this Article.

For the period July 1, 2017 through June 30th 2018, the State will contribute the appropriate rate for up to 6,700 enrollees.

Unresolved disputes as to the appropriate contribution rate shall be referred for final and binding resolution to a neutral actuary or arbitrator mutually selected by the parties, who shall set the contribution rate prior to the start of the upcoming fiscal year. The costs of such neutral shall be split by the parties.

The foregoing contributions shall be utilized for both providing benefits and administration of the Fund.

The Union has the unilateral and exclusive right and any attached responsibility to retain an insurance underwriter(s) of its choice, to self-insure, or to self-fund any benefit plan, to determine an insurance carrier to provide any potential benefits to individuals covered by

this Agreement, or to participate in any new or established benefit plan. Other than as provided herein, the Union shall be solely responsible for payment and administration of such plan. The State reserves the right to audit the use of such funds.

iii.) Disclaimers

The terms and conditions of the Fund, including coverage and eligibility, are under the sole control of the Union. The State shall not be party to any disputes over benefit levels or claims for benefits made by participants in the Fund. Such disputes will be resolved solely by the Union or the Fund Trustees, as appropriate.

This section shall not be subject to the grievance or arbitration procedures provided for in this Agreement.

The State's sole obligation under this Article shall be the payment of the amounts set forth in subsection ii) above. The failure of any carrier to provide benefits under any insurance program shall not result in any liability to the State. Further, the State shall have no diminished liability or additional liability to provide benefits due to its failure to make any payments to the Fund due to changes in Federal and/or State law.

Section 5. Overtime

Individual Providers who work in excess of forty (40) hours per week shall be paid at time and one half of the Individual Provider's hourly rate. The week is defined as Sunday through Saturday.

ARTICLE VIII. TRAVEL TIME

Individual Providers shall be paid at their regular rate for time spent traveling between two different Customers' addresses on the same work day.

ARTICLE IX. PAID TIME OFF

Effective January 1, 2021, Individual Providers having completed two years of work in the program, shall be eligible for paid sick time. Accrual of paid sick time shall be one (1) hour of paid sick time for every 40 hours worked at the straight time rate and shall cap at sixteen (16) hours maximum in a calendar year. Paid sick time shall be used in one-hour increments.

Effective July 1, 2024, Providers shall begin to accrue paid leave. Paid leave may be used by the Individual Provider for any purpose. Paid leave under this Article shall accrue at the rate of one (1) hour of paid leave for every 40 hours worked up to a maximum of 40 hours paid leave in a calendar year. Hours worked shall include hours spent caring for a Customer and travel time hours should a Provider be required to travel between Customers.

Any unused paid sick time accrued before July 1, 2024 shall be carried over to the Individual Provider's paid leave bank on July 1, 2024.

Individual Providers shall be paid at the straight time rate for paid leave. Paid leave for an Individual Provider shall begin to accrue on July 1, 2024, or at the commencement of services, whichever is later. The Individual Provider shall be entitled to begin using paid leave at ninety (90) days following the commencement of services.

If the use of the paid leave is foreseeable, the Individual Provider is required to provide seven (7) calendar days notice and submit a request before the date the leave is scheduled to begin. If the use of paid leave is not foreseeable, the Individual Provider shall provide such notice as soon as is practicable after becoming aware of the necessity of the leave.

Neither the State nor the Customer may require, as a condition of providing paid leave, that the Individual Provider search for or find a replacement worker to cover the hours during which the Individual Provider takes paid leave.

Use of paid leave by an Individual Provider is an appropriate reason for utilization of an identified backup caregiver by a Customer.

Paid leave must be utilized in increments of no less than two (2) hours per day. Paid leave shall not be included in the calculation of overtime. Paid leave shall carry over annually to the extent not used by the Individual Provider, however paid leave shall not exceed 40 hours of paid leave in any calendar year.

The State shall make available to Individual Providers a report of paid leave hours accrued and paid leave hours used.

ARTICLE X. JOINT COMMITTEE ON RETIREMENT BENEFITS

The Union and the State shall establish a Joint Committee on Retirement Benefits (JCRB) to discuss the feasibility and explore possible options for establishing a retirement benefit for Individual Providers covered under this Agreement. The initial meeting shall take place within sixty (60) days of the ratification of the agreement and the parties shall continue to meet on a quarterly basis or as otherwise mutually agreed. The parties agree that the options explored and agreed upon by the Joint Committee may be negotiated during the term of this Agreement as a Side Letter.

In order to inform the work of the Joint Committee on Retirement Benefits, the State shall fund and retain a consultant for up to a maximum of \$100,000 to advise the JCRB concerning options for a retirement benefit for Individual Providers. As part of the JCRB, the Union shall have the opportunity to review the scope of work for the consultant and provide input. The consultant shall prepare a final report of recommendations to be delivered to the State and shared with the JCRB no later than January 1, 2026. The recommendations shall not be binding on either party.

Following receipt of the consultant's final report, if the parties do not reach agreement on a retirement benefit, the existing rate structure effective January 1, 2027 shall be increased

by \$0.25. If an agreement is reached that a retirement benefit can be established and funded prior to the expiration of this Agreement, the State shall contribute the total amount of the \$0.25 increase that would have been added to the January 1, 2027 rate structure referenced in the previous sentence to the retirement benefit. The total contribution amount and mechanism for disbursement shall be agreed upon in a Side Letter and appended to this Agreement.

ARTICLE XI. REGISTRY

A. Within six (6) months of the execution of this Agreement, the State and the Union shall meet to explore and develop a plan to establish a registry for Individual Providers utilizing the Carina platform, or other identified platform, for the purposes of assisting Customers to identify Individual Providers to provide services. The State shall establish the registry by December 31, 2025, unless circumstances outside the control of the Department of Human Services impact the agreed upon deadline. If the registry is not established by December 31, 2025, the State shall provide justification to the Union, and the parties shall discuss a new timeline for establishment.

B. Once a registry is established, Customers may access the registry in order to recruit and hire new Individual Providers. Individual Providers shall designate whether they wish for their name and information to be available to Customers through the registry. The State shall work with the Union to establish and maintain the registry.

ARTICLE XII. LABOR/MANAGEMENT COMMITTEE MEETINGS

For the purpose of maintaining communications between labor and management in order to cooperatively discuss matters of mutual concern, the agency head and/or his/her designee shall meet, as may be reasonably necessary, with representatives of the Union. The parties shall exchange agendas and a list of anticipated attendees one (1) week prior to the scheduled meeting.

ARTICLE XIII. HEALTH AND SAFETY

Section 1. Training, Health & Safety Committee

To enhance the services provided by Individual Providers pursuant to the Home Services Program, the State and the Union have established a joint Training Committee to explore increased training for Individual Providers and study health and safety issues for Individual Providers.

The Training Committee shall meet to review and approve an annual plan and budget for voluntary training, annual mandatory training and new hire orientation, including curricula, and compensable time for Individual Providers, designed to improve the quality of care Individual Providers are able to provide. Unless modified herein, training shall be conducted in accordance with the parties' Side Letter Regarding Personal Assistant Training, dated December 7, 2012 and the December 16, 2013 Side Letter.

Effective July 1, 2023, the State agrees to provide up to \$5 million for FY2024 for Individual Providers' training.

Effective July 1, 2024, the State agrees to provide up to \$8 million for FY2025 for Individual Providers' training.

Effective July 1, 2025, the State agrees to provide up to \$9 million for FY2026 for Individual Providers' training.

Effective July 1, 2026, the State agrees to provide up to \$10 million for FY2027 for Individual Providers' training.

By mutual agreement of the parties, the maximum annual amount contributed as stated above may increase based upon the projected expenses of the training program and to ensure sufficient amounts of funding for the training and orientation classes specified in this Article. If the maximum annual amounts prove to be insufficient to fund the mandatory training and orientation outlined in this Article in any given fiscal year, the Training Committee shall meet to determine amounts needed to cover all appropriate expenditures related to such training and orientation classes provided. The annual amount contributed as stated above may also increase based on the parties' mutual agreement to expand the training program and opportunities for Individual Providers. The Training Committee meeting shall take place before April 30th for the subsequent fiscal year.

Contributions to the Helen Miller SEIU Member Education Training Center Fund (the "METC Fund") Account shall be made on a quarterly basis and shall not exceed the annual maximum for the applicable fiscal year above, or as otherwise agreed. DHS shall voucher the initial payment, equal to ¼ of the applicable annual maximum, to the METC Fund Account as soon as the contract for these services is filed with the Illinois Office of the Comptroller. Subsequent payments shall be based on quarterly expenditure reports. Payments will equal the amount reported as spent in the previous quarter.

During the term of this Agreement, the Training Committee shall meet to discuss additional training curricula on Health and Safety as well as Customer communication. In the event such programs and curricula are agreed upon by the Training Committee, the METC may request additional funding for such programs in accordance with the provisions of this Article.

Section 1.B. New Provider Orientation

Within one month of commencing services, all new Individual Providers shall be required to complete an in-person (where feasible) orientation to the Home Services Program starting July 1, 2024, and shall be paid at their hourly rate for attendance at such orientation. An Individual Provider who has a break in service of one year or more shall be required to complete the orientation to the Home Services Program within one month of resuming services.

The Training Committee referenced above shall meet to develop the content and an implementation plan for Individual Provider orientations, including a plan for notification to Individual Providers and Customers of the schedule of orientations and guidelines for completing orientation.

The Union shall have access to such orientations for up to one hour without charge to pay or leave time of the Individual Provider or agents of the Union in order to make a presentation about the organization, representational status, member benefits, and to distribute and collect membership cards.

Effective July 1, 2024, if an Individual Provider fails to attend the orientation within one month of commencing services, the State shall provide notice to the Individual Provider that they must complete the orientation within six months after such time they will be temporarily ineligible for funding from the Home Services Program until such time as they complete the orientation. The notice will also give Individual Providers instructions and information concerning how to attend and complete the orientation. During such six-month period, the State shall provide a notice to the Individual Provider no less than three (3) times, on or about the first month, third month, and fifth month, both in writing and via email (if available), of the requirement and deadline to complete the orientation, and including instructions and information concerning how to attend and complete the orientation. If the Individual Provider fails to complete the orientation within the six-month period, the Individual Provider will be temporarily ineligible for funding from the Home Services Program until such time as they complete the orientation. The Individual Provider shall be eligible to return to the program if they have completed the orientation.

Effective July 1, 2025, if the Individual Provider fails to attend the orientation within one month of commencing services, the State shall provide notice to the Individual Provider that they must complete the orientation within 60 days after such time they will be temporarily ineligible for funding from the Home Services Program until such time as they complete the orientation. Individual Providers who are not in compliance with the orientation requirement shall receive one additional notification in writing and via email (if available) during such 60-day period on or about the 30th day. All other preceding provisions of the above paragraph shall remain in effect.

Section 1.C. Mandatory Training

Annual Mandatory in-person or virtual training shall be provided to all Individual Providers. Such training shall be conducted by the “METC Fund” and included within the annual maximum funding as set forth above. It is understood that the METC Fund will conduct new employee orientations, mandatory training and voluntary training to the extent possible within its annual budget. The State will not pay for an Individual Provider’s training unless the Provider has signed in and signed out and completed the Acknowledgement of Participation Form provided by the State.

Starting July 1, 2024, all Individual Providers shall be required to complete mandatory training and continuing education annually, beginning with the year following their first

year of providing HSP services. The Training Committee referenced above shall meet to develop the content and an implementation plan for Individual Provider mandatory training and continuing education, including a plan for notification to Individual Providers and Customers of the schedule of trainings and guidelines for completing mandatory training annually.

During the term of the agreement the Training Committee shall explore sending text message notifications to Individual Providers to communicate mandatory training requirements. The Training Committee may modify the type and number of mandatory training notifications by mutual agreement.

The Union shall be permitted to conduct an informational meeting with Individual Providers in conjunction with such mandatory trainings. Such Union access shall be on unpaid time and such participation shall be voluntary.

In connection with the mandatory Individual Provider training, the METC Fund shall:

- a. Register Providers for training classes;
- b. Where practical, secure a neutral third-party location, or a virtual location, to conduct the training sessions;
- c. Conduct the training classes in accordance with the curriculum approved by the State;
- d. Track Provider attendance by requiring Providers to sign in and sign out and complete the Acknowledgment of Participation Form provided by the State; if the training is virtual, METC will complete periodic attendance checks throughout the duration of each session. The METC will collect these documents at the end of the training and provide DHS with copies; and
- e. Process and issue payments to Providers for attending the classes, which may be accomplished by direct deposit to a Provider's bank account or other forms of payment. If a Provider wishes to elect direct deposit, the METC Fund shall be responsible for gathering such direct deposit information from Providers.
- f. Utilize the monthly list of new Providers provided by the State to the Union per Article IV, Section 4 of the collective bargaining agreement as the list of Providers who are eligible for registration.
- g. Register new Providers within 30 days of receiving the list; for incumbent providers within 30 days of their 366th day.
- h. Providers are required to participate in the annual mandatory training within 60 days of the annual hire date.
- i. The Union will provide a semi-monthly list of Providers that have attended and acknowledged the training.

In connection with the mandatory Individual Provider training, the State shall:

- a. Annually approve the budget and curriculum in a timely manner so as not to delay the implementation of training. The State shall pay for training performed based upon the amount the Union has actually expended up to the annual maximum referenced above.
- b. For each year of the agreement, send a minimum of two emailed and mailed notifications to Providers and one mailed and emailed notice to Customers on DHS letterhead informing Individual Providers of the mandatory training classes, the schedule of training dates and locations;
- c. Coordinate with the METC Fund on drafting and timing of notices sent by the State and METC Fund;
- d. Provide the METC Fund a list of outside facilities which provide meeting space at no cost.

Effective July 1, 2024, if an Individual Provider fails to complete the annual mandatory training within 60 days of their annual hire date, the State shall provide notice to the Individual Provider that they must complete the mandatory training within six months after such time they will be temporarily ineligible for funding from the Home Services Program until such time as they complete the mandatory training. The notice will also give Individual Providers instructions and information concerning how to attend and complete the mandatory training. During such six-month period, the State shall provide a notice to the Individual Provider no less than three (3) times, on or about the first month, third month, and fifth month, both in writing and via email (if available), of the requirement and deadline to complete the mandatory training, and including instructions and information concerning how to attend and complete the mandatory training. If the Individual Provider fails to complete the mandatory training within the six-month period, the Individual Provider will be temporarily ineligible for funding from the Home Services Program until such time as they complete the mandatory training. The Individual Provider shall be eligible to return to the program if they have completed the mandatory training.

Effective July 1, 2025, if an Individual Provider fails to complete the annual mandatory training within 60 days of their annual hire date, the State shall provide notice to the Individual Provider that they must complete the mandatory training within 60 days after such time they will be temporarily ineligible for funding from the Home Services Program until such time as they complete the mandatory training. During such 120-day period, Individual Providers who are not in compliance with the mandatory training requirements shall receive one additional notification in writing and via email (if available) on or about the 60th day. All other preceding provisions of the above paragraph shall remain in effect.

Section 2. Gloves

When gloves are not available at the Customer's residence, the Customer may obtain and fill a prescription for gloves from his/her physician. In the event the Customer cannot or

will not provide gloves, an Individual Provider may request and shall receive them from the State.

Section 3. Work-Related Injury and Notification

In the event an Individual Provider is injured while performing services for a Customer, the Individual Provider shall notify the Home Services Program immediately. Upon notification of injury, the Home Services Program shall provide a Notice of Injury form to the Individual Provider to document the injury. These obligations shall not affect the provision of benefits as set forth under the Illinois Workers' Compensation Act (820 ILCS 305/1 et. seq.), except as required by law.

Section 4. Equipment Reimbursement for MHH Providers

MHH Providers that have performed services for Customers for all or part of twelve (12) months shall thereafter be eligible for reimbursement of expenses for equipment, supplies and protective garments reasonably required under Customer service plans. The reimbursement shall not exceed one hundred and fifty dollars (\$150.00) per year, after submission of receipts, and shall include items such as sanitizers, masks, gowns, thermometers, stethoscopes and blood pressure cuffs.

ARTICLE XIV. PAYROLL/WITHOLDING

Section 1. Timely Payment

Paychecks shall be issued in a timely manner on a semi-monthly basis. Pay periods shall run from the first (1st) through the fifteenth (15th) and the sixteenth (16th) through the last day of the month. Individual Providers must submit their time sheets (calendars) within five (5) state workdays after the end of the pay period, or within the dates on the published payroll calendar, whichever is later, in order to ensure timely payment. The Customer's signature (or that of the authorized signatory or the Power of Attorney) must be on the time sheet in order to be processed for payment. Individual Providers may choose to mail, email, fax, or hand deliver timesheets to their local DORS office. Individual Providers shall not be required to record more than the last four digits of their Social Security Number on their timesheets.

Section 2. Direct Deposit

Each Individual Provider shall have the right and shall be encouraged to have his/her paycheck issued via Direct Deposit. It is the responsibility of each Individual Provider to notify the Home Services Program of any changes to their account.

Section 3. Payroll Tax Withholding

The State, as pay agent, and consistent with the authorization from the IRS or other appropriate taxing authority, will deduct all applicable Federal, State, and local taxes from

the check of any Individual Provider, as required by law and/or where the Individual Provider completes and returns to the State the appropriate forms from the taxing authority. These deductions shall begin within the time required by law, or, where there is no legal requirement, within 30 days following the request. Each new Individual Provider and returning Individual Providers who have not provided services during the past twelve (12) months shall submit a new Federal W-4 Employee Withholding Allowance Certificate and a new Illinois W-4 Employee's Illinois Withholding Allowance Certificate prior to submitting their first time schedule for payment.

Section 4. Accurate Payment

Individual Providers are entitled to receive accurate payment for services authorized and rendered. To promote an accurate payroll system, the State and the Union shall work together to identify causes of and solutions to problems resulting in late, lost or inaccurate paychecks and similar issues.

Section 5. Payroll Deductions

a. Upon receiving notice from the Union of an Individual Provider's authorization, the State, as pay agent and in conformance with applicable State and Federal laws and regulations, shall commence, as soon as practicable, but in no case later than 30 days after receiving such notice and submission of a timesheet for payment, deduction of union dues and initiation fees from the Individual Provider's wages and shall remit such amounts to the Union. The Union shall advise the State of any increases in dues or other approved deductions in writing at least fifteen (15) days prior to its effective date. The State shall continue to make such deductions, except where the authorization is revoked by the Individual Provider in accordance with Section 6 below. The Union shall ensure that information provided for the remittance of such deductions is accurate and shall provide notice to the State of any discrepancies in a timely manner.

b. Upon receiving notice from the Union of an Individual Provider's authorization, the State, as pay agent and in conformance with applicable State and Federal laws and regulations, shall commence, as soon as practicable, but in no case later than 30 days after receiving such notice and submission of a timesheet for payment, deduction of contributions to PowerPAC, or entities for which payments could be authorized pursuant to the Section 4 of the State Salary and Annuity Withholding Act (5 ILCS 365/1 et seq.), in an amount specified by the Individual Provider on the authorization from payments made to the Individual Provider and shall remit such amounts to the designated entity. The State, as pay agent, shall continue to make such deductions, except where the authorization is revoked by the Individual Provider in accordance with Section 6 below. The Union shall ensure that information provided for the remittance of such deductions is accurate and shall provide notice to the State of any discrepancies in a timely manner.

c. An Individual Provider who has previously authorized payroll deductions pursuant to prior agreements between the State and the Union shall continue to have such deductions made and shall not be required to re-authorize such deductions unless the Individual Provider has specifically authorized revocation of deductions in accordance with Section

6 below or the Individual Provider has been off the payroll for twelve (12) months and the Union fails to provide notice of the most recent payroll deduction authorization.

d. The State shall accept and honor verification of authorizations for payroll deductions of Union dues, initiation fees, or other contributions evidenced by electronic or written communications from the Union, and such authorizations may be evidenced by electronic signature of the Individual Provider.

Section 6. Revocation

Individual Provider authorizations for the payment deductions as described in this Article shall be revokable under the terms of such written authorizations. Such authorizations shall remain in effect until the State receives notice from the Union that an Individual Provider has revoked their payment deduction authorization in accordance with the terms of such authorization.

Section 7. Payroll Processing

Nothing herein shall prohibit the State from the implementation of more efficient means of processing payroll. The State agrees to provide prior notice and upon request meet with the Union before any such change is implemented.

Individual Providers shall be furnished a copy of their itemized deductions each pay period, which shall include calendar year to date hours worked, current straight time hours, current overtime hours, current travel time hours, current wages earned, cumulative wages to date, and any regular itemized deductions, including any duly authorized dues deduction.

Section 8. Payroll Portal

Upon entry into the Home Services Program, the State shall provide instructional material concerning access to the online payroll portal system and contact information for inquiries concerning obtaining access to the portal. The State shall collaborate with the Union to make the online portal more mobile friendly. Upon request, each local DORs office shall provide assistance and training to Individual Providers regarding accessing and using the online payroll portal system.

ARTICLE XV. GRIEVANCE PROCEDURE

Section 1. Definition

- A. A grievance shall mean a dispute regarding the meaning or implementation of a specific provision of this Agreement brought by the Union or an Individual Provider. Neither the Union nor the Individual Provider can grieve the hiring or termination of the Individual Provider, reduction in the number of hours worked by the Individual Provider or assigned to the Customer, and/or any action taken by the Customer. A written grievance shall contain a statement of the Individual Provider's complaint, the

Section(s) of the Agreement allegedly violated, if applicable, the date of the alleged violation and the relief sought. The form shall be signed and dated by the Individual Provider or Union (electronic signatures are acceptable). Improper grievance form, date or section citation shall not be grounds for denial of the grievance.

- B. Grievances may be processed by the Union on behalf of itself, an Individual Provider, or a group of Individual Providers. The Individual Provider is entitled to Union representation at each and every step of the grievance procedure and the Union shall have the right to have the grievant or grievants present at any step of the grievance procedure, if a meeting is held, and at arbitration. The resolution of a grievance filed on behalf of a group of Individual Providers shall be made applicable to the appropriate employees within that group.
- C. Both the Union and the State will work to resolve problems as quickly as possible and at the lowest possible step of the grievance procedure.

Section 2. Grievance Procedure

Participation in the grievance procedure in any capacity shall be done solely on the Individual Provider's own time. Grievances must be filed with and received by the State within fourteen (14) calendar days from the date the Union or the Individual Provider knew or should have known of the action or inaction that gave rise to the grievance.

Step 1: Bureau Chief of the Home Services Program

The grievance shall be reduced to writing and submitted to the Bureau Chief of the Home Services Program or his/her designee with a copy to the local DRS field office. The Bureau Chief or his/her designee shall have fourteen (14) calendar days from receipt of the grievance to respond.

Step 2: Department of Human Services, Bureau of Labor Relations

If the grievance is not resolved at Step 1, the Union shall submit the grievance within fourteen (14) calendar days of the Step 1 response, or of the date such response was due, to the DHS Bureau Chief of Labor Relations. The Bureau Chief or his/her designee shall have fourteen (14) calendar days to respond to the grievance.

Step 3: Department of Central Management Services, Division of Employee and Labor Relations

If the grievance is not resolved at Step 2, the Union may submit the grievance within fourteen (14) calendar days of the Step 2 response, or of the date such response was due, to the CMS Division of Employee and Labor Relations. The Union's failure to move the grievance to Step 3 within the prescribed time limits will result in the grievance being resolved pursuant to the Step 2 decision. CMS shall have fourteen (14) calendar days to respond to the grievance. In the event the parties are unable to reach a resolution, the Union

may request in writing within thirty (30) calendar days of the Step 3 response, or of the date such response was due, that the grievance be submitted to an independent arbitrator.

Step 4: Arbitration

The parties shall jointly select an arbitrator according to mutually agreed rules. It shall be the duty of the arbitrator to hear and consider evidence submitted by the parties and to thereafter make written findings of fact. The decision and award of the arbitrator shall be final and binding on all parties. The arbitrator shall have no authority to ignore, add, subtract or modify any of the terms and conditions of this Agreement. The arbitrator shall limit his/her decision solely to the application and interpretation of the relevant provisions of this Agreement. Questions of arbitrability shall be decided by the arbitrator prior to the arbitrator addressing the merits of the grievance. The expenses and fees of the arbitrator shall be paid by the losing party. In cases of split decisions the arbitrator shall determine what portion each party shall be billed for expenses and fees. The cost of the hearing rooms or verbatim records, if any, shall be split by the parties. Each party shall bear the expenses of its own witnesses.

Grievances not appealed within the designated timeframes outlined above shall be treated as withdrawn, unless the Union requests extension of such timeframes. Such requests for extension of timeframes shall not be unreasonably denied.

All time limits in this Article may be extended by mutual agreement of the parties.

Section 3. Timely Payment of Special Funds and Training Funds

Grievances concerning untimely payments to the SEIU Health Fund or the SEIU METC Fund shall be filed at Step 3 and may be advanced to expedited arbitration under FMCS rules.

ARTICLE XVI. GENERAL PROVISIONS

Section 1. Notification of Address

Individual Providers shall notify the Home Services Program of any changes to their address of record. No address of record shall be the address of a Customer, unless it is the primary residence of the Individual Provider, or the Customer gives written consent.

Section 2. Publication of the Agreement

This Agreement shall be made available via the Department of Central Management Services' website.

Section 3. Employment Verification

Upon the request of an Individual Provider, the State shall provide a wage record accompanied with a form mutually agreed upon by the parties.

All requests shall be in writing and shall contain the last four digits of the Individual Provider's Social Security Number and accurate information related to where the verification should be mailed, emailed, or faxed.

Section 4. Contracting Out

The State reserves the right to contract out any work it deems necessary or desirable because of greater efficiency, economy or other related factors. Prior to the commencement of such work, the State shall provide the Union with advance notice and upon request, the parties shall meet to discuss the matter. If, during the term of this Agreement, the State considers a policy that would result in a decrease of the percentage of services provided by Individual Providers or an increase in the percentage of services provided by private agencies, it shall provide the Union with reasonable advance notice prior to taking any action to implement such a decision and shall thereafter, upon the Union's request, meet for the purpose of discussing the reason for its decision.

Notwithstanding the forgoing, the State affirms its employment relationship with Individual Providers, as defined in the Illinois Public Labor Relations Act (5 ILCS 315) who provide services as described in Definition c and d of this Agreement, no matter whether the State provides such services through direct fee-for-service arrangements, with the assistance of a managed care organization or other intermediary. The State shall maintain those functions necessary to preserve its status as the public-employer of the Individual Providers under the Illinois Public Labor Relations Act (5 ILCS 315). The parties mutually recognize that service plan design, by managed care organizations or other entities, is not an indicia of employment status for Individual Providers and is not affected by these obligations.

Section 5. No Strike/No Lockout

During the term of this Agreement, the Union, its members and representatives shall not engage in, authorize, sanction or support any strike, slowdown or other stoppage of work; nor shall the State during the term of this Agreement engage in any lockout.

Section 6. Discipline

Due to the unique employment arrangement of Individual Providers and Customers, the Customers have the sole right to supervise, terminate and/or discipline Individual Providers. In cases where it is necessary to protect the health, welfare or safety of a Customer, to include but not limited to, credible allegations of abuse, neglect or financial exploitation of a Customer by an Individual Provider, the State reserves the right to condition any future funding based on credible allegations concerning Customer welfare or safety. The State also reserves the right to condition any future funding on substantiated allegations of fraud against the State or if an Individual Provider is placed on the Medicaid Sanctions list. Any such condition may include restriction of the employment of a particular Individual Provider or monitoring of services provided by an Individual Provider. No such action shall be considered discipline that is subject to the grievance

procedure or the requirement of an administrative hearing.

Upon request from the Union or Individual Provider the State shall provide, to the extent allowable by law, the reasons the Customer's funding was conditioned or the State's reasons to terminate (defund) an Individual Provider. The Parties shall work together to attempt to obtain necessary confidentiality agreements in order to share information.

Section 7. Changes in Hours

Whenever the Customer suffers a reduction in hours or obtains an increase in hours, the State will so inform the Customer's Individual Provider(s) prior to implementing the change.

Section 8. Secondary Employment

The Union recognizes that Individual Providers may not earn payment for duplicative hours reported as providing care to a Customer while performing the duties of any other job with the same work hours.

Section 9. Privacy Rights of Individual Providers

In recognition of the privacy interests of all persons covered under this Agreement, the State will not disclose any personal or wage information, or membership status, concerning persons covered by this Agreement to any members of the public or to nongovernmental organizations except to the extent required by law, the operations of State government and/or business relationship.

The State shall notify the Union as soon as practicable when it receives a request for information from members of the public or nongovernmental organizations via the Freedom of Information Act concerning persons covered under this Agreement.

Section 10. EVV (Electronic Visit Verification)

Discipline. Individual Providers shall not be unjustly disciplined due to inadvertent discrepancies related to the use of the EVV system.

Section 11. Contact Information

Upon entry into the program, the local DORS office shall provide Individual Providers with the email and phone number for their Customer's case manager and for inquiries related to timesheet questions.

Section 12. Spousal Providers

Spouses of HSP Customers will be permitted to enroll and serve as Individual Providers. Such participation shall be subject to federal waiver approval, Department of Human Services policy, and this Agreement.

ARTICLE XVII. TERM OF THE AGREEMENT

Section 1. Entire Agreement

This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its terms. The State and Union, for the duration of this Agreement, each waives the right and each agrees that the other shall not be obligated to bargain with respect to any subject matter referred to or covered in this Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This section shall not constitute a waiver by the Union to negotiate the impact of changes to the Home Services Program affecting wages, hours and terms and conditions of employment under the State's control.

Section 2. Severability

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.

Section 3. Term of the Agreement

This Agreement shall be effective July 1, 2023, and shall remain in full force and effect through June 30, 2027. Thereafter, it shall automatically renew itself from year to year unless at least one hundred and twenty (120) days prior to termination, either party serves notice, in writing, of its intent to amend, add to, subtract from, or terminate this Agreement.

For the State

For the Union



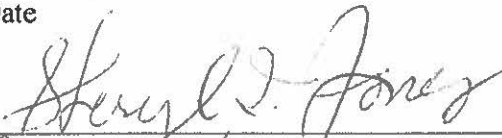




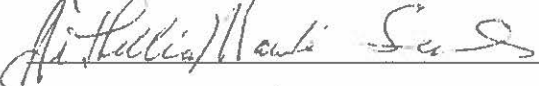

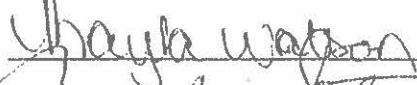


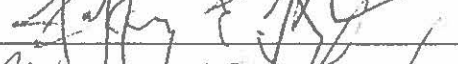
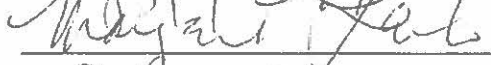
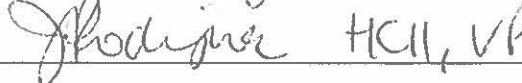
7-18-24

For the Union


President Greg Kelley

Date

7-18-24

For the State


Director of CMS, Raven DeVaughn

Date

7/17/2024


Deputy Dir. of Labor Relations,
Erin O'Boyle

Side Letter between SEIU HCII & State of Illinois (Departments of CMS & DHS)

This Side Letter Agreement is made and entered into by and between the State of Illinois, Departments of Central Management Service and Human Services (the "State") and the Service Employees International Union, Healthcare Illinois & Indiana and its successor ("SEIU HCII" or the "Union"). The State and SEIU HCII are collectively referred to as the Parties. This Side Letter Agreement shall be incorporated into and become a part of the current labor contract between the parties covering Personal Assistants and other Individual Providers in the Department of Human Services, Home Services Program, which expires on June 30, 2027, (the "CBA"). The Parties agree to the following.


In the event that payroll deductions for Union dues, initiation fees, PowerPAC, COPE, or other SEIU designated entities, as provided in Article X, Section 5, of the parties' CBA, are no longer permitted by State or Federal law, the parties shall meet promptly within 30 days and negotiate with respect to substitute provisions for such payroll deductions. Such substitute provisions may include, but not be limited to, the Union providing to the State authorizations by Personal Assistants or other Individual Providers for the State to release to the Union's Designated Secure Payment Processor ("DSPP") the Personal Assistant's or Individual Provider's financial account information, such as bank account or debit card account information, on file with the State (collectively, "Financial Information"), for the purpose of processing Union dues, initiation fees, or Power PAC or COPE contributions via direct electronic funds transfers. The State agrees to honor such authorizations for the purpose of such release and agrees it will take any and all steps necessary to implement the authorizations.

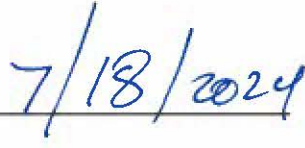
Within thirty days of the State's receipt of such authorization from the Union or as soon thereafter as is practicable, the State will provide to the Union's DSPP, by electronic transmission, the following Information: the Personal Assistant's or Individual Provider's name, account number and routing number, birth date, last four digits of Social Security number, EVV ID number, home address, home phone number, and cell phone number that are in the State's possession (collectively, the "Released Information"). This transmission shall occur within thirty days of the State's receipt of such authorizations from the Union or as soon thereafter as is practicable. The State agrees to accept and honor such authorizations in electronic form, such as internet-based or telephonic authorization, consistent with the parties' practice for payroll deduction authorizations and the letter agreement regarding Electronic Authorizations for Payment Deductions, dated August 1, 2014. All authorizations shall inform the Personal Assistant or Individual Provider that such person is authorizing the State to release to the Union and any DSPP the list of Financial Information and Released Information referenced above (collectively, "Information").


Notwithstanding any other provision of this section, the State and the Union shall comply with the Personal Information Protection Act, 815 ILCS 530/1 et seq., and the Identity Protection Act, 5 ILCS 179/1 et seq., in connection with any Information that has been transmitted or released, the Union shall implement reasonable security measures to protect

such Information from unauthorized access, acquisition, destruction, use, modification, or disclosure (collectively the "Protected Events"), any DSPP to whom such Information is released or transmitted shall warrant compliance with such statutes and measures as a precondition of such release or transmission, and the Union shall indemnify the State for any liability arising from the release or transmission of such Information, the occurrence of any of the Protected Events, or the failure to comply with any other legal obligations concerning the Information.


For the State


For the Union


Date


Date

Overtime Policy

Except as provided below, Individual Providers (IP) shall be paid time and one-half their regular pay rate (the “overtime rate”) for all hours worked, including travel time, over forty (40) hours in a week, up to a maximum of 60 hours per week (the “weekly maximum”), or pursuant to the exceptions below.

Individual Providers who work for more than one Customer shall not be obligated to discontinue working for any Customer because the total hours worked for all Customers exceed forty (40) hours. They shall nevertheless be subject to the 60-hour weekly maximum and the exceptions set forth in this Section.

The Customer and the Individual Provider are responsible for monitoring work hours to ensure the Individual Provider does not work more than 60 hours in a work week unless approved for an overtime exception.

Overtime Exceptions

Provider Capacity Exception: Exception applies when an incumbent IP no longer works for the Customer, is unfunded, no longer meets qualifications, has expired credentials and/or when there is no qualified IP within 45 miles of the Customer’s service location who is able and willing to provide needed services. This exception will be approved for (one) 1 year and must be applied for in advance or within 2 weeks of need. After one year, the exception will be automatically renewed for successive one-year periods for instances where there is no qualified IP within 45 miles of the Customer’s service area, unless and until the State determines not to renew the exception.

Unique/Complex Needs Exception: Exception applies when the Customer’s health and safety would be compromised by adding additional IPs to the Service Plan: which may include court ordered service plans, Customers with a DON score at or above 70, Customers who cannot tolerate multiple workers because of medical or behavioral needs, and Exceptional Care Customers. This exception will be approved for 1 year and must be applied for in advance. After one (1) year, the exception will be automatically renewed for successive one-year periods unless and until the State determines not to renew the exception.

Out-of-Town Situations Exception: Exception applies when the Customer requires care to ensure their health and safety while out-of-town and it is not feasible for the Customer to bring additional IPs. This exception can be used for 14 days per year, must be applied for in advance and is for personal care services as noted in 89 Ill. Adm. Code 684.60(c).

Emergency Need Exception: Exception applies when an urgent need for care arises and working more than 60 hours in a work week is unavoidable without risking the health and safety of the Customer; this may include the delayed arrival or unexpected illness of a Provider. The Customer may utilize this exception four (4) times per year for up to 10 hours per pay period and must be applied for within two (2) weeks of need.

When a Customer applies for an exception, if no determination is made within thirty (30) days, the Individual Provider shall be deemed conditionally approved to work the overtime hours until the determination is made.

Subject to the ultimate approval of the Customer, the Individual Provider shall be permitted to apply for an overtime exception.

Notwithstanding anything in this Section to the contrary, Individual Providers shall be paid for all hours worked in accordance with the Fair Labor Standards Act.

Overtime Occurrence Notification and Action

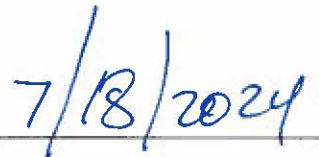
- 1) An Individual Provider will be given a written notification for the first three (3) occurrences of unauthorized overtime. Reasonable amounts of overtime resulting from minor variations in the Individual Provider's clocking in or out times shall not result in an occurrence of unauthorized overtime. Each written notification of an occurrence of unauthorized overtime shall be valid for a rolling twenty-four (24) month period.


Provided an email address is available, the State shall send notifications via email when unauthorized overtime occurs. During the term of the Agreement the State shall explore sending text message notifications for unauthorized overtime occurrences.

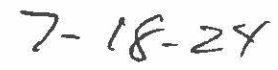
- 2) If within any rolling twenty-four (24) month period a fourth occurrence of unauthorized overtime occurs, the Individual Provider will be notified in writing that he or she is temporarily ineligible for funding from the Home Services Program for one (1) month. The notification shall include the date upon which the temporary ineligibility period will end.
- 3) After the Individual Provider has been temporarily ineligible for funding from the Home Services Program three (3) times, the Individual Provider will be notified in writing that he or she is permanently ineligible for funding from the Home Services Program.
- 4) If an Individual Provider has been deemed permanently ineligible for funding the Individual Provider may request a review after 12 months for reinstatement to the Home Services Program, except in cases of substantiated fraud, abuse, neglect or exploitation.
- 5) At the request of the Individual Provider, any written notification to the Individual Provider shall be rescinded where the Customer has made timely application for an overtime exception and the State has not made a determination on the application.

- 6) If, during a period of ineligibility for funding, an applicable overtime exception is approved, the Individual Provider shall be permitted to resume providing services immediately.


For the State 


Date


For the Union


Date

Side Letter Regarding Individual Provider Background Screening Policy

- A. As a condition of enrollment or revalidation in the Department of Human Services, Division of Rehabilitation Services, Home Services Program, Individual Providers shall be enrolled in the Illinois Medicaid Program Advanced Cloud Technology (IMPACT) system prior to being paid with funds administered by the State. As part of enrollment in IMPACT, a background screening shall be completed. An Individual Provider's enrollment in the Home Services Program will also be reviewed for continued eligibility, including a background screening. If such screenings return a result matching the Individual Provider, this policy shall apply for Individual Providers paid with funds administered by the State. The State shall provide a copy of the Provider Screening policy to all prospective and revalidating Individual Providers before a Provider Screening is conducted pursuant to this policy.
- B. If such screening indicates a potential felony criminal conviction for any of the crimes listed in this Section B within the five years prior to the date of application for enrollment or revalidation, the State shall provide notification as set forth in Section C.
1. Lewd and lascivious conduct
 2. Assaults
 3. Unlawful restraint
 4. Recklessly endangering another
 5. Frauds, including forgery
 6. Larceny, including thefts and robbery
 7. Burglary
 8. Embezzlement
 9. Extortion
 10. Stalking
 11. Cruelty to children or animals
 12. Kidnapping
 13. Possession of child pornography
 14. Arson
 15. Drug-related
 16. DUI
 17. Firearms violations
 18. All forms of non-intentional homicide.
 19. Aggravated crimes not involving bodily harm.
 20. Aggravated crimes involving bodily harm, including but not limited to, aggravated battery, aggravated battery of a senior citizen, aggravated battery of a child, aggravated domestic battery, provided that 10 years

or more have passed since the date of conviction or end of incarceration, whichever is later.

- C. If the background screening process shows a potential conviction for one of the crimes listed above in Section B within the specified time period, the State shall notify the Individual Provider and Customer of the background screening result. The State shall give the Individual Provider the opportunity to confirm or dispute the accuracy of the background screening results and to submit additional information to the State regarding the criminal conviction no later than 20 days from the date of the notification. Exceptions to this timeframe may be granted for good cause. Failure of the Individual Provider to either confirm or dispute the accuracy of the background screening results may result in termination from the program without penalty and without prejudice to the ability to reenroll in the program upon compliance with this policy. The additional information submitted to the State may include, but need not be limited to:
- Whether the Individual Provider disputes the accuracy or correctness of the screening results (e.g., the Individual Provider was not convicted of the crime or crimes identified in the screening results);
 - The nature of the seriousness of the offense(s) (i.e. aggravating or mitigating circumstances);
 - Circumstances surrounding the offense;
 - Time elapsed since the offense(s);
 - Number or repeated offenses and number of times each offense has been repeated;
 - Age at the time of the offense(s);
 - Involvement, since the date of the criminal offense, with the criminal justice system and/or child or adult protective services;
 - Disclosure of the criminal conviction(s) by the prospective worker to the person receiving services, the surrogate, and the legal guardian, if any;
 - Prospective worker's unique caregiving relationship with the person receiving services;
 - Unavailability of other workers who could reasonably be expected to perform the care required;
 - Any other information the Individual Provider believes will assist in disposing of his/her application or assisting the Customer in making the decision regarding whether or not to consent to working with the Individual Provider as described below; and
 - Any other information requested by the State or Customer.

- D. If a dispute arises between the Individual Provider and the State regarding the accuracy or correctness of the background screening results (e.g., the Individual Provider asserts he or she was not convicted of the crime or crimes identified in the screening results), the State shall verify the screening results through a reliable background check process.
- E. The State shall provide the results of the background screening to the Customer and Individual Provider together with any additional information submitted by the Individual Provider and with a description of the process for the Customer to consent to working with the Individual Provider with a criminal history and all forms necessary for the Customer to complete in order to grant such consent. Except as limited in Section F below, the Customer may consent to working with Individual Providers with criminal histories. In order to consent to working with an Individual Provider with a criminal history, the Customer may sign a form developed by the State indicating that he or she has been notified of the Individual Provider's criminal history (e.g. felony conviction and year of conviction), acknowledges awareness of the Individual Provider's criminal history, and wishes to hire the Individual Provider. If the Customer consents to working with the Individual Provider through this process, the State shall not terminate or defund the Individual Provider from the Home Services Program based on the information in the Customer's signed consent (e.g., the criminal conviction identified in the Customer's signed consent). For Individual Providers who have previous screening results and who began working or whose enrollment was approved on or after February 16, 2022, and who apply to work with additional Customers, the results of their original background screening will be provided to each additional Customer, provided that:
- i. the additional Customer does not request a new screening and
 - ii. the Individual Provider is still within the five (5) year look-back period from their most recent background screening.

If the Provider is outside the five (5) year period, a new background screening will be completed. All existing terms of this Side Letter will apply regarding the Customer's and Provider's rights pertaining to the background check.

- F. If the background screening process shows a potential conviction for one of the crimes listed below in this Section F, the State shall notify the Individual Provider and Customer of the background screening result and give the Individual Provider the opportunity to submit additional information as described in Section C above. If a dispute arises between the Individual Provider and the State regarding the accuracy or correctness of the background screening results (e.g., the Individual Provider asserts he or she was not convicted of the crime or crimes identified in the screening results), the State shall verify the screening results through a reliable background check process. Any defunding,

termination, or denial of enrollment of an Individual Provider by the State based on a conviction for any of the crimes or instances listed in this Section F will not be subject to the Customer waiver process described above in Section E, but may be appealed through the Department of Healthcare and Family Services Administrative Hearings process as outlined in 89 Ill. Adm. Code 104, if applicable. The crimes or instances to which this Section F applies are the following:

1. Conviction of theft or fraud from a government funded program.
2. Having been excluded from participation in Medicaid (federal or state) or Medicare programs, or from a similar program in another state, as reflected in sanction/exclusion databases.
3. A substantiated verified record of abuse, neglect or exploitation of an adult as determined by the Department on Aging pursuant to the Adult Protective Services Act, resulting in placement on the APS registry and a waiver of such placement has not been granted.
4. All forms of intentional homicide, including but not limited to, solicitation of murder, solicitation of murder for hire, first degree murder, second degree murder and intentional homicide of an unborn child.
5. All sexual crimes, including but not limited to, criminal sexual assault, criminal sexual abuse, sexual exploitation of a child, sexual misconduct with a person with a disability.
6. Aggravated crimes involving bodily harm, including but not limited to, aggravated battery, aggravated battery of a senior citizen, aggravated battery of a child, aggravated domestic battery, provided that less than 10 years have passed since the date of conviction or end of incarceration, whichever is later.
7. Conviction of abuse, neglect, or exploitation of a child.

G. Notwithstanding anything in this policy to the contrary, Individual Providers with misdemeanor convictions not involving bodily harm or fraud may be employed at the Customer's discretion.

H. The State shall not terminate or defund an Individual Provider from the Home Services Program for any conviction or screening or background check result not referenced in this policy.

I. Nothing in this Side Letter shall be interpreted as requiring the State to terminate, defund, or deny enrollment to any Individual Provider.

- J. The State shall not terminate or defund an Individual Provider under this policy until the Individual Provider has been afforded all provisions of due process provided under this policy.



For the Union

7/18/24

Date



For the State

7/17/2024

Date