

April 29, 2024

LETTER OF UNDERSTANDING
between
KAISER FOUNDATION HEALTH PLAN OF THE NORTHWEST
and
OREGON FEDERATION OF NURSES AND HEALTH PROFESSIONALS
("Union" or "OFNHP" LOCAL 5017)

RE: KPNW Primary Care Paneling Incentive for Allied Health Clinicians

BACKGROUND

Kaiser Foundation Health Plan of the Northwest ("Employer" or "KPNW") is a party to a collective bargaining agreement (the "CBA") with Oregon Federation of Nurses and Health Professionals, Local 5017 ("the Union" or "OFNHP") (collectively "the parties") covering Professional Bargaining Unit employees.

This LOU is intended to incentivize members of the Professional Bargaining Unit who provide paneling capacity for patients. The scope of this LOU is limited to Adult Primary Care Allied Health Clinicians (Nurse Practitioners and Physician Assistants). The goal of this program is to increase paneling capacity for KPNW members in a way that is sustainable for our clinicians.

The Employer has met in partnership with OFNHP regarding the establishment of a paneling incentive. This paneling incentive replaces the paneling incentive in the Collective Bargaining Agreement for the term of this agreement.

AGREEMENT

The parties agree to the following:

1. This Letter of Agreement ("LOA") applies only to Coded Adult PC AC OFNHP Professional Bargaining Unit Members.
2. Process of Selection:
 - a. Employee indicates interest in paneling.
 - b. Management selects based on employee interest.
3. Selection of interested employees for participation in the incentive program will remain management discretion.
4. Paneling Resignation:
 - a. Paneling AC's are required to provide a 60 day minimum notification if they are leaving the organization, moving to another KPNW medical office, or exiting paneling status. If AC's fail to provide a 60-day minimum notice they will forfeit the incentive for that period.

- i. AC's who are moving to another KPNW medical office and can maintain their panels without disruption to patient satisfaction may be exempt from this requirement. This is management discretion.
- b. AC's who provide at least a 60-day minimum notification will be eligible for the paneling incentive accrued. For AC's that leave the organization payment will occur at the routine cadence.

5. Panel Calculations:

- a. Paneling incentives will accrue on a monthly basis and be paid every two months. Incentives will be based on the month end acuity adjusted members (AMM) and FTE thresholds.
- b. Management will wait 60 days after each period before processing the incentive payment request. AC's will receive the incentive payment approximately 60 days after the end of each period.

6. Paneling Incentive:

- a. Incentive Eligibility:
 - i. Paneling AC's on a standard 20 minute template.
 - ii. Time off during the two month period does not exceed more than three consecutive weeks.
 - iii. Incentives are awarded to Adult Paneling AC's who meet the FTE and panel size thresholds as indicated below for the measurement period. AC's need to meet both thresholds to be eligible for the incentive at that tier. If an AC meets only one threshold on a tier and not the other, they will be eligible for the lower incentive amount. If an AC does not meet either minimum threshold for tier 1, they will be ineligible.

FINAL				
Panel Size				
Tier	(AAM)	FTE	Amount (Annual)	Amount (Monthly)
0	499 or less	0.59 or less	\$ -	\$ -
1	500	0.6 or higher	\$ 5,000.00	\$ 416.67
2	1000	0.7 or higher	\$ 10,500.00	\$ 875.00
3	1500	0.8 or higher	\$ 17,000.00	\$ 1,416.67
4	2000	0.9 or higher	\$ 30,000.00	\$ 2,500.00

**NOTE: Panel Size is the number of Acuity Adjusted Members on the clinician's panel.

- iv. Calculation of the Acuity Adjusted Members (AAM) on individual clinician panels and individual clinician FTE will occur on the final day of each month. AC's who are non-paneling will be assessed zero as a panel size during that month.
 - v. Measurement periods are:
 - 1. Jan 1 – Feb 28/29
 - 2. March 1 – April 30
 - 3. May 1 – June 30
 - 4. July 1 – August 31
 - 5. September 1 – October 31
 - 6. November 1 - December 31
7. This agreement is non-precedent setting.
8. This LOU shall be effective on July 1, 2024 through October 31, 2024 and will be extended by mutual written agreement by all parties. Either party may choose to terminate this agreement with sixty (60) days written notice to the other party(s). If the LOU is terminated the Collective Bargaining Paneling incentive language will be reinstated.

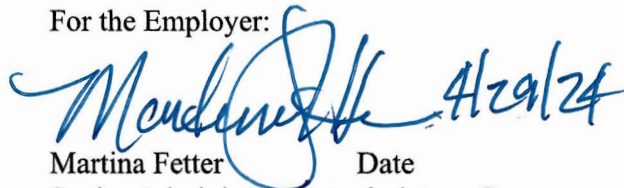
AGREED:

For the Union:

 4/29/2024

Sarina Roher, RN Date
President OFNHP
Local 5017

For the Employer:

 4/29/24

Martina Fetter Date
Senior Administrator, Ambulatory Care
Kaiser Permanente

 4/29/24

Kendra Duby Date
Sr. Employee and Labor Relations Consultant
Kaiser Permanente

 04-29-24

Wendy Watson Date
Chief Operating Officer
Kaiser Permanente