

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“Agreement”) is entered into this ____ day of January, 2008, by and between the Northwest Organization of Nurse Executives (“NWONE”); SEIU Healthcare, 1199NW (“SEIU”); the United Staff Nurses Union, Local 141 UFCW (“UFCW”); the Washington State Hospital Association (“WSHA”), and the Washington State Nurses Association (“WSNA”). NWONE, SEIU, UFCW, WSHA, and WSNA each may be referred to individually as a “Party” and collectively as “Parties.”

Recitals

WHEREAS, the Parties have met under the guidance of the WSU-UW William D. Ruckelshaus Center (“Ruckelshaus Center Process”) to discuss how best to address issues related to nurse staffing in the state of Washington;

WHEREAS, the Parties have agreed to work together jointly by supporting a mutually agreed upon bill during the 2008 session of the Washington State Legislature that creates nurse staffing committees and requires posting of staffing plans; and

WHEREAS, the Parties desire to define a process for addressing other nursing care and staff issues;

NOW THEREFORE, in consideration of the foregoing and the representations, covenants, and agreements contained in this Agreement, the Parties agree as follows:

Agreement

1. 2008 Legislative Session. The Parties agree that during the 2008 legislative session, the bill the Parties have jointly drafted and mutually agreed upon will be the only bill that includes any elements of House Bill 1809 the Parties will support. None of the Parties will pursue House Bill 1809 or any other legislation that includes elements of House Bill 1809.

2. Ruckelshaus Center Process

2.1. Steering Committee. A Steering Committee will continue the Ruckelshaus Center Process subject to sufficient available funding. The Steering Committee will be composed of two representatives of WSHA, two representatives of NWOE and two representatives each of NWOE, SEIU, UFCW, and WSNA. The Committee will operate by consensus of all the members.

2.2. Scope of Work. By March 1, 2008, the Steering Committee will develop a work program that will include meeting at least monthly until November 1, 2008. The Steering Committee will use the Ruckelshaus Center process to: (i) determine whether or not the Parties can agree regarding the need for determining and using minimum nurse staffing standards; and (ii) determine what standardized nurse sensitive quality indicators need to be collected and whether the parties agree they should be publicly reported. The discussion of whether or not there is a need for determining and using minimum nurse staffing standards shall include consideration of the following factors:

(a) Research-based criteria for consideration in hospital based staffing standards.

(b) How facility size, location, and work force composition may influence staffing standards.

(c) The effect of nurse staffing standards on patient care, particularly in emergency rooms, and on the patient care delivery team.

(d) The system for health care delivery and its key components for providing safe patient care, such as use of staff teams, work redesign, and technology.

(e) Staffing and its relationship to quality, safety, and cost.

(f) Initiatives that promote communication, provide staff support, and increase patient safety.

2.3 Results. Based on these discussions, specific policy, program, or legislative changes may be jointly recommended for action in 2009. The goal is not only to produce agreed upon legislative proposals, but to encourage voluntary and collaborative programs and approaches to the maximum extent practicable.

2.4 Ruckelshaus Center Report. The Parties agree to have the Ruckelshaus Center issue a report by November 1, 2008, summarizing the Parties' discussions and any agreed legislative recommendations or voluntary programs and approaches.

2.5 Continued Process. Based on the success of discussions through November 1, 2008, the Steering Committee will continue through November 1, 2009 to discuss through the Ruckelshaus Center process issues affecting patient care and safety that focus on long term systemic reform, environment of care, nursing retention, and the nursing shortage, as well as issues emerging from the implementation of nurse staffing committees. If the Steering Committee continues the Ruckelshaus Center process after November 1, 2008, the Parties agree to have the Ruckelshaus Center issue a second report by November 1, 2009, summarizing the Parties' discussions and any agreed legislative recommendations or voluntary programs and approaches.

3. Adverse Events Report Form. The Parties will jointly request the Washington State Department of Health include on the form medical facilities use to report adverse events a section or data field for nurse staffing information to include the following information:

(a) The number of patients, registered nurses, licensed practical nurses, and unlicensed assistive personnel present in the relevant patient care unit at the time the reported adverse event occurred.

(b) The number of nursing personnel present at the time of the adverse event who have been supplied by temporary staffing agencies, including traveling nurses.

(c) The number of nursing personnel, if any, on the patient care unit working beyond their regularly scheduled number of hours or shifts at the time of the event and the number of consecutive hours worked by each such nursing personnel at the time of the adverse event.

4. Data Collection and Analysis. The Steering Committee recognizes the importance of collecting a uniform set of nurse sensitive quality indicators as one of the mechanisms to measure the effectiveness of nurse staffing. The Steering Committee shall develop and oversee a project to:

(a) By May 2008, conduct a survey on what nurse sensitive quality indicators Washington hospitals are currently collecting. The Steering Committee will encourage the participation of all hospitals in this project

(b) Based on the survey, identify by July 2008 five of the nurse sensitive quality indicators Washington hospitals are currently collecting that would be useful to the Steering Committee and to nurse staffing committees.

(c) Make best efforts to ensure that every Washington hospital that is collecting any such indicators share those indicators, including both hospital and unit-specific data, with both its nurse staffing committee and the Steering Committee.

(d) By September 2008, develop a process to identify, standardize, and collect at least five nurse sensitive quality indicators to be collected by Washington hospitals.

(e) Incorporate into its data-related actions and processes due consideration for the need to not create unreasonable data-collection burdens on any hospital, and especially on critical access hospitals under 42 U.S.C. 1395i-4, and the need to permit critical access hospitals in particular to develop flexible approaches to data-collection requirements.

(f) Develop a process to ensure that any work related to this project maintains data integrity and confidentiality.

The Steering Committee supports the pilot project on the use of the CALNOC database initiated by NWONE and will support requests for funds to develop this pilot project with the understanding that findings from the project will be shared with the Steering Committee to inform future recommendations.

5. Nurse Staffing Committee Information. The Steering Committee will use its best efforts to ensure that hospital chief executive officers and nurse staffing committees submit to the Steering Committee the explanation provided by the chief executive officer when an annual nurse staffing plan adopted by the hospital is not the same as the annual nurse staffing plan recommended by the nurse staffing committee. The Steering Committee will also use its best efforts to obtain a copy of the rejected nurse staffing plan recommended by the nurse staffing committee. The Parties agree that any explanations and rejected nurse staffing plans provided to the Steering Committee and/or an advisory committee pursuant to this section will be treated as confidential information and will be used solely to inform the Steering Committee and an advisory committee established by the Steering Committee that is designated to receive such explanations and rejected nurse staffing plans regarding the success of the nurse staffing committees. If the explanations or rejected nurse staffing plans provided to the Steering Committee or an advisory committee pursuant to this section are disclosed or used for any other purpose, this Agreement shall be terminated.

6. Advisory Committees. The Steering Committee will establish and oversee one or more advisory committees to assist nurse staffing committees and perform other functions described in this Agreement. Any action, recommendation, or decision of any advisory committee shall require consensus of all members of such advisory committee.

6.1 Functions. The functions that may be assigned to an advisory committee by the Steering Committee are to:

(a) Compile nurse staffing guidelines adopted or published by national nursing professional associations, specialty nursing organizations, and other health professional organizations.

(b) Serve as a guide or resource for the local level nurse staffing committees.

(c) Provide a “learning community” to share emerging best practices from the local environment, national standards, and new science.

(d) Collect, develop, and disseminate forms, training materials, data sets, templates, policies, procedures and guidelines relative to the establishment and maintenance of nurse staffing committees.

(e) Recommend and provide training to support the local nurse staffing committees.

(g) Establish a repository for collecting and disseminating best practice information relative to nurse staffing, patient outcomes, and work force issues.

(h) Collect written explanations provided by hospital chief executive officers when the annual nurse staffing plan adopted by a hospital is not the same as the annual nurse staffing plan recommended by the nurse staffing committee, as well as a copy of the rejected nurse staffing plan recommended by the nurse staffing committee. The advisory committee to which such explanations and rejected nurse staffing plans are provided must

limit the use and disclosure of such explanations and rejected nurse staffing plans in accordance with Section 5 of this Agreement.

(i) Design, develop, and oversee an “immediate staffing alert” process to begin in 2008 by hospitals and nursing staff to address real time staffing concerns. This process will establish a mechanism for a management response when a nurse or unit believes more staff are needed to provide safe care to patients. The advisory committee will recruit one to three hospitals to participate in designing and implementing the process in a pilot program.

7. Contingent Obligations. The commitments of the Parties to continue the Ruckelshaus Center process as described in Section 2 of this Agreement and to establish one or more advisory committees as described in Section 6 of this Agreement are contingent on the Parties obtaining adequate funding from the Washington State Legislature.

8. Term and Termination. Except as provided in this section and Section 5 of this Agreement, this Agreement shall remain in effect until November 1, 2009 whereupon it shall automatically be terminated unless by written agreement the Parties agree to continue the Agreement upon mutually agreed terms and conditions. If the Steering Committee does not reach agreement during the Ruckelshaus Center process described in Section 2.2 of this Agreement by November 1, 2008, any Party may provide written notice to the other Parties of its intent to terminate participation under this Agreement, and the Agreement shall be terminated. Should this Agreement be terminated for any reason, the Steering Committee and any advisory committees will cease to function. Such termination will not excuse any Party from confidentiality obligations previously imposed upon it by this Agreement. Notwithstanding said termination, the Parties will cooperate in good faith to take all steps necessary to dissolve the Steering Committee and other advisory committees created pursuant to this Agreement and to resolve any matters, issues, and disputes relating to the termination of this Agreement.

9. Amendment. Any amendments to this Agreement shall be provided in writing and executed by the authorized representatives of the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused their authorized representatives to execute this Agreement as of the date first mentioned above.