

Ground Rules for the establishment of the appropriate arrangements and procedures for the Pharmacy and Nutritional Care (PNC) proposed updated Performance Standards for Ambulatory Care Clinical Pharmacy Specialist (CPS), GS-0660-13 which pertains to all VA Puget Sound Health Care System (VAPSHCS) PNC employees of the VA Puget Sound Health Care System with the American Federation of Government Employees (AFGE), AFL- CIO, National VA Council #53 (NVAC), AFGE Local 498 and AFGE Local 3197.

GROUND RULES

The following constitutes an agreement of ground rules between the parties of the VAPSHCS PNC at the American Lake and Seattle campuses, and the American Federation of Government Employees (AFGE), AFL-CIO National VA Council #53 (NVAC), AFGE Local 498, and AFGE Local 3197, concerning the establishment of the appropriate arrangements and procedures for the PNC's Performance Standards for Ambulatory Care CPS, GS-0660-13 employees at the American Lake and Seattle campuses of the VA Puget Sound Health Care System. Hereinafter "Management" and the "Union" are referred to as the parties.

1. This agreement is made to the extent of statute and in accordance with the 2011 Master Agreement between the Department of Veterans Affairs (DVA) and AFGE. These ground rules will govern the appropriate arrangements and procedures for negotiating a Memorandum of Understanding (MOU) between the parties for the bargaining of the VAPSHCS PNC Performance Standards for all Ambulatory Care CPS, GS-13. The parties may amend, only in writing, any provisions of these ground rules or any agreed upon language by mutual consent.
2. Any current, Local Supplemental Agreement or MOU will remain in force unless there are specific provisions that are in conflict with the provisions of the current Master Agreement or by mutual agreement of both parties.
3. The Chief Negotiator for either party has the authority to sign any agreement reached by the parties herein. The final agreement upon the terms and wording of the MOU concerning the appropriate arrangements and procedures for the VAPSHCS PNC Performance Standards for all Ambulatory Care CPS, GS-13 employees, will be binding upon the parties unless and until either party gives notice to the other of its desire to amend or modify said MOU. Proposed changes to the final MOU may be initiated by either of the parties at any time, with no less than a thirty (30) calendar day written notice.
4. If the parties are unable to reach agreement after the fourth (4th) bargaining session, a joint request for the service of a mediator from the Mediation and Conciliations Service will be made. The two Chief negotiators can, by mutual agreement, extend the sessions and/or number of sessions. Other options under Alternative Dispute Resolution (ADR) can be utilized upon mutual agreement. If impasse is reached, either party may file with the Federal Services Impasse Panel (FSIP) after giving notice to the other party. If mediation does not resolve the impasse, the parties agree to proceed to binding arbitration using FSIP.

5. VAPSHCS Management will provide secure, mutually accessible, adequate space for negotiations and caucus rooms, which are adequately lighted, heated/air conditioned and spacious with telephone access, electrical outlets for computers, and readily available restroom facilities. The Agency will also provide adequate administrative support, for both teams, and reference materials that are routinely available at the VAPSHCS.

6. The parties shall be entitled to an equal number of bargaining members. Each party may have up to three (3) negotiators, which by mutual agreement may be increased based upon the complexity and/or numbers of issues to be negotiated, which include third party procedures. Each party will identify their Chief Negotiator, who will be empowered with requisite authority to negotiate on behalf of their respective party, approve decisions and be responsible for the leadership of their respective party.

7. For clarification of issues, by mutual agreement, the parties agree that the participation of any Subject Matter Expert (SME) shall be for the purpose of providing resource information mutually beneficial to the parties and would be the responsibility of the requesting party. Nothing precludes either party from requesting a recorder on 100% official time.

8. The parties will use a combination of bargaining techniques. As each proposal is taken up, the parties offering a proposal will explain it, and will at a minimum provide the meaning and objectives of the proposed language. There will be ample opportunity for questions and answers, additional information, and other discussion. Both parties will be allowed full opportunity to present necessary and relevant information to support their positions. The parties will follow this procedure in a good faith effort to reach agreement.

9. All proposals/counter proposals will be provided to other side five (5) work days prior to the meeting. All proposals/counter proposals will be hard copy and addressed to the Chief Negotiators, who will initial each proposal on each agreement reached to signify that negotiation concerning that issue is completed. Both parties will be allowed full opportunity to present necessary and relevant information to support their positions.

10. The first bargaining session will be conducted at a time and date mutually agreed to by the parties, but no later than thirty (30) calendar days after the effective date of the Ground Rules. Negotiations will not be tape recorded (either audio or video). Notes are the responsibility of each party. No official minutes will be taken. If exceptions are discussed and documented outside these ground rules or resulting MOU, the Chief Negotiators' signatures must be included for them to be considered valid. Each negotiating workday will have mutually agreed upon time for meals with appropriate breaks. Through mutual agreement, the Chief Negotiators may make changes to the session schedule.

11. All proposals/counter proposals will be hardcopy and addressed to the Chief Negotiators, who will initial each proposal on each agreement reached to signify that negotiation concerning that issue is completed. Both parties will be allowed full opportunity to present necessary and relevant information to support their positions.

12. The Chief Negotiators will be responsible for, and by mutual agreement, permit observers to attend local bargaining. These observers will not participate in discussions and will otherwise abide by all the ground rules agreed upon by the parties. Each Chief

Negotiator may approve attendance of alternates at the negotiation sessions for their respective team. The alternate will have the full rights, responsibilities and authority of the team member for whom they are substituting.

13. Changes to the agreed upon times/days will be by mutual consent of the Chief Negotiators.

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NVAC 11th District Representative
Chief Negotiator, Labor

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Date: 1/18/18

Genea Lewis
President, AFGE Local 498

Michael Seaman

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Beverly R. Anderson
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Date: 1/18/2018

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Date: 1/18/18

Lavoyn M. Anger
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Memorandum of Understanding (MOU)
Between
Department of Veterans Affairs
VA Puget Sound Healthcare System (VAPSHCS)
American Federation of Government Employees (AFGE) AFL-CIO
National Veterans Affairs Council 53 (NVAC)
AFGE Local 498 and AFGE Local 3197

The following constitutes an agreement between the VA Puget Sound Health Care System (VAPSHCS) Pharmacy and Nutritional Care (PNC) services and the American Federation of Government Employees (AFGE), AFL- CIO, National VA Council #53 (NVAC), AFGE Local 498 and AFGE Local 3197 concerning the implementation of the updated Performance Standards for Clinical Pharmacy Specialist – Ambulatory Care, GS-660-13 for both campuses of the VA Puget Sound Health Care System.

- 1) The Parties agree that the obligation to bargain due to the National Demand to Bargain dated 03 January 2018 has been fulfilled during the 14 May 2018 meeting held at the Seattle Lake campus where the parties met to determine that the appropriate arrangements and procedures were met.
- 2) Both Management and the Union reserve the right to re-open bargaining in this MOU by providing a minimum of 30 days advance written notice requesting negotiation. The terms of this MOU will remain in place until any new updates are agreed upon.
- 3) The Performance Standards for all Ambulatory Care (Outpatient) CPS, GS-0660-13; updated 14 May 2018, assess the expanded clinical role the Ambulatory Care CPS have as patient care providers. **At Paragraph IIa. - Efficiency - Productivity in Managing and Completing Clinic Visit Encounters and Clinic Consults (not PADR/NFDR); for the remainder of FY18, there is an average of 6 encounters per day during disease state management activities and available clinic time. Effective 1st Quarter FY19 and beyond the average is 8 encounters.** This is to cover established patient care areas (i.e. HBPC medication reviews (initial and quarterly), face-to-face (F2F), Telephone (Tele) appointments) and will be monitored using CPPO and/or ACT workload reports.

The new standards incorporate measures of clinical quality, efficiency, and access using measurement tools common to other VHA providers and the VHA National Clinical Pharmacy Practice Office.

- 4) Effective Date shall be 14 May 2018.

APPROVED:

Subject: VISN 20 – VA Puget Sound HCS updated Performance Standards for Clinical Pharmacy Specialist – Ambulatory Care, GS-660-13

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PERFORMANCE STANDARDS
CLINICAL PHARMACY SPECIALIST – AMBULATORY CARE
GS-660-13
Pharmacy and Nutritional Care
VA Puget Sound Health Care System

I. Customer Service (critical element)

a. Verbal and written communication

- Listens to the requests or concerns of customers consistently, communicates clearly and concisely, and verifies communication was successful. Observations or reports of failing to do this are rare.

b. Non-verbal communication

- Attentive, courteous, and empathetic to customer requests or concerns. Observations or reports of failing to do this are rare.

c. Fulfillment of customer service

- Negotiates deadlines with customers and meets their needs promptly, accurately, and completely. Seeks to go beyond what the customer requests and do something extra to help. Observations or reports of failing to do this are rare.

d. Fosters an environment which encourages open communication, teamwork and enhances employee morale

- Recognizes co-workers as customers and responds to them accordingly. Consistently demonstrates flexibility and initiative to promote teamwork and a harmonious, productive, and positive working environment within Pharmacy and Nutritional Care and other medical services. Observations or reports of failing to do this are rare.

II. Clinical Services (critical element)

Provides evidence based and comprehensive disease state management for Veterans to improve disease state outcomes and promote access to care through their clinics and practice area. Ensures medication therapy management and prescribed medications are clinically appropriate, safe, and effective through direct and indirect interaction with patients, providers, and teams. Conducts non-formulary and medication use

evaluations, provides drug information, and initiates population health activities through dashboards, registries, and other modalities.

a. Efficiency - Productivity in Managing and Completing Clinic Visit Encounters and Clinic Consults (not PADR/NFDR)

- Efficient productivity results in the timeliness of completed clinic visit encounters, consults, and HBPC medication reviews.
 - Rarely are there reports of encounters not completed within 7 days.
 - Rarely are there reports of consults not completed in the appropriate time.
 - Rarely are there reports of delayed 30 day and 90 day HBPC medication reviews.
- An average of 6 encounters per day during disease state management activities and available clinic time. **Effective 1st Quarter FY19 and beyond the average is 8 encounters.** This is to cover established patient care areas (i.e. HBPC medication reviews (initial and quarterly), face-to-face (F2F), Telephone (Tele) appointments) and will be monitored using CPPO and/or ACT workload reports.

b. Clinical Outcomes - Quality of Care

- 20 patients (20% for HBPC Pharmacists) within the fiscal year with an initial A1c>9 managed by a CPS (i.e. Primary Care, HBPC, WH, GeriPact) will reach their A1c goal.
 - A1c goal as defined in the PharmD tool.
 - Data source: SQL query
 - CPSs working less than full time in a primary care setting will be assessed proportionally (e.g. 0.5 FTE in PACT would have 10 patients with an initial A1c>9 reach their A1c goal).
- Average time in therapeutic range (TTR) for all patients managed in the anticoagulation clinic will be equal to or higher than the National average.

c. Access to Care - Clinic Utilization

- Ensures that a minimum of 50% daily time is available for direct patient care (available clinic time is equal to or greater than 4 hours per day).
- Eighty percent of available clinic time is utilized.
- Ensure same day access will be accommodated.
- Proactively seeks patient recruitment to further develop and expand the practice/clinic.

d. Accuracy

- Errors when prescribing medication as part of disease state management, finishing prescriptions, or providing medication information are rare.

e. Medication Reconciliation

- Completes and documents medication reconciliation in CPRS at every transition of care in accordance with TX-68. Provides the patient with a current list of medications and explains the importance of managing medication information to the patient or caregiver. Instances of failure to complete or document medication reconciliation are rare.

f. Anticoagulation Management (as applicable)

- Performs anticoagulation management for all patients in assigned work area consistent with approved VA Puget Sound protocols.

g. Clinical Documentation

- Provides documentation in CPRS in the form of a progress note to support all clinical interventions and orders. Documentation includes appropriate history taking, clinical decision making, and plan of care to support all direct patient care activities. Instances of non-compliance are rare.

III. Organizational Stewardship (non-critical element)

a. Formulary Stewardship

- Promotes and aligns recommendations with formulary guidance, locally and nationally. Educates and follows up with prescribing staff to improve cost-effective prescribing and to update prescribers with formulary changes and other issues related to prescribing. Develops clinical based monitoring plans to ensure clinical outcomes are achieved for approved non-formulary or restricted medications. Takes initiative and ownership of follow-up. Rarely is there an insufficient review or follow-up of a non-formulary or restricted medication.
- Embraces opportunity to become a Subject Matter Expert (SME) and collaborates with staff as needed for PADR reviews, consultations, follow-up and monitoring recommendations, and development of medication use evaluations.

b. Continuity of Care

- Facilitates continuity of care between clinical services (i.e. inpatient to outpatient transitions of care, travelling Veterans, primary and specialty care). Assists in patient follow-up as needed based on clinic or practice area assignment.

c. Resolving Drug-Related Problems

- Ensures that medication related issues are resolved at the front end of the medication order process as close to the patient and prescriber as possible to provide optimal care and to eliminate rework. Rarely reports of medication related issues not being resolved in a timely manner.

d. Cost-Containment Initiatives

- Ensures that cost containment initiatives, (such as tablet splitting, multi-month fills, CMOP utilization, IV to PO conversions) are followed to achieve maximum pharmaceutical cost savings. Rarely are there reported incidents of not following cost containment initiatives.

e. Systems Thinking

- Directs improvement activities which focus on simplification, standardization, automation, specialization, innovation, and improved resource utilization. Embraces concept of Teachable Point of View (TPOV) by implementing or suggesting improvement activities on occasion.

IV. Professional Development (non-critical element)

Contributes to contemporary pharmacy practice by becoming involved in research, precepting and mentoring, providing continuing education, committee involvement, and quality improvement projects.

a. Professional Stewardship

- **Staff Development:** Effectively uses staff and pharmacy meetings to keep colleagues informed on clinical changes, drug therapy, and other information relating to pharmacy practice. On occasion presents formal and informal presentations.
- **Ongoing Professional Practice Evaluation:** Participates in Ongoing Professional Practice Evaluation at intervals assigned by the Clinical Program Manager and completes reviews by assigned deadline. Rarely are reviews not completed by the deadline.
- **Personal Mastery:** Assumes responsibility for completing assigned TMS training without reminders or prompting from supervisor. Instances of delinquent training are rare.