

1                   **LETTER OF AGREEMENT – Electronic Visit Verification (EVV)**  
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4   This Letter of Agreement (LOA) is entered into between Addus (the “Employer”) and SEIU Local  
5   503 (the “Union”). Hereinafter collectively referred to as “the parties”.  
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7   **Purpose:**

8   The purpose of this Agreement is to outline the agreements between the parties regarding the  
9   implementation of the federally mandated EVV system by the Employer.  
10

11   **Agreement:**

12   1.   Addus is committed to respecting the privacy of people receiving services and their  
13   employees. The system will only capture the data needed to meet the requirements of the Cures  
14   Act, and as required by the State of Oregon, or state contracted payers:  
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- 16       a.    Worker Name
- 17       b.    Person receiving services
- 18       c.    Type of service
- 19       d.    Date of service
- 20       e.    Time the service begins and ends
- 21       f.    Location of the service at the time the service begins and ends.
- 22       g.    Task reporting, Change of Condition reporting, or other service related data.

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24   2.   Location will only be captured where services start and end. No other geolocation  
25   information will be captured.  
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27   3.   Exceptions to the use of GPS enabled EVV device shall be granted for employees who:  
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- 29       a.    Do not have a smart phone or tablet with Internet access.
- 30
- 31       b.    Provide services in an area of the State without reception at the location of client’s  
32   home and the employees home.
- 33
- 34       c.    Languages available are not the primary language of the worker and this presents a  
35   barrier to their utilizing EVV.  
36

- 37 4. Employees using the IVR system will not use their social security number as their password  
38 or unique identifier unless required by the State of Oregon  
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- 40 5. Employees who do not wish to have their biometric data collected will not be required to  
41 do so. If biometric data is collected, workers will be provided with clear documentation of how  
42 and when it is collected and analyzed. Workers must be able to request deletion of biometric data  
43 from the system.  
44
- 45 6. Employees who do not wish to use voice or image reporting mechanisms through EVV  
46 will not be required to do so. Addus must clearly communicate this right to workers, in addition to  
47 communicating how and when the EVV system will record voice and visual data should that  
48 system be made available and the Worker so chooses to utilize that data collection method.  
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- 50 7. Employees will be able to submit missing hours and/or adjust incorrect hours after a shift  
51 has been completed. Addus shall communicate to all workers a clear procedure on how to submit  
52 corrected work hours that is uniform across the state.  
53
- 54 8. Addus will not collect biometric or geolocation data other than specified in item 1. f. , nor  
55 will it collect data that can be used to interfere with constitutionally-protected activities, unless it  
56 serves a specific, discrete purpose that cannot be accomplished otherwise and adds a clear value  
57 to the Client and Worker.  
58
- 59 9. Data collected via the mobile EVV solution will not be repurposed for and used by third  
60 parties, including subsidiaries and commercial partners. This provision shall not infringe upon the  
61 Union's right to administer the collective bargaining agreement.  
62
- 63 10. Data collected by EVV will not be made available to law enforcement without subpoena  
64 or warrants. Data can be used during any local, state, payer, or federal audits.  
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- 66 11. The CellTrak Mobile-EVV solution will place no undue burden on providers or consumers.  
67 If additional federal or state guidelines are released regarding the EVV system, the Union reserves  
68 its ability to bargain over the impact of any such guidelines. Addus shall immediately notify the  
69 Union in writing upon receipt of any new and/or additional federal or state guidelines regarding  
70 the EVV system that directly impact the worker.  
71
- 72 12. Addus will provide Workers access to support and training throughout the implementation  
73 of EVV.

74  
75 13. The Union will be informed of all communications from the Employer that are sent to  
76 Workers regarding the EVV system. The Union shall receive a copy of the communication prior  
77 to it being sent to Workers.

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79 14. The Union understands and will support the Company in meeting its' requirements under the  
80 Federal Cures Act and laws and regulations set forth by the State of Oregon to implement the use  
81 of EVV in the documentation and delivery of personal care services.

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85  
86 For the Union  
87 Melissa Unger  
88 Melissa Unger (Dec 23, 2020 12:28 PST)  
89 Melissa Unger, Executive Director  
90 Date 12/23/2020

For the Employer  
  
Date 12/20/2020




# EVV LOA Signed

Final Audit Report

2020-12-23

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