
[kp-ibhs] IBHS Bargaining Update - July 13th session

Greg Tegenkamp (National Union of Healthcare Workers)

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To: Tara Draper <tdraper@nuhw.org>

Wed, Jul 13, 2022 at 5:05
PM

Hi Tara,

In today's three hour session, we began with a bit of housekeeping, to verify exactly which proposals remain open and where we have agreement. We agreed to sign Tentative Agreements for those areas where we have agreement on an entire Article of the contract. We then spent a few minutes asking questions about the proposals Kaiser gave us last time. After that, management caucused for an hour.

When management returned, we spent the rest of the day discussing issues related to KP's "implementation" of SB221. We identified several serious problems, told management what we expected them to do to address these issues and let them know some of the potential ramifications if they did not respond quickly.

First, we told them that some of the smart phrases and templates being rolled out in several service areas and at the C2Cs are fraudulent. We cited as an example, templates that leave no option but to use a phrase like "a longer wait will not be detrimental" when the provider is actually recommending a sooner appointment than what is available. Another example, from the C2Cs, was requiring IACs to indicate for outside referrals that an appointment has been booked when in fact the IAC has no idea when, or even if, the patient will receive an appointment.

We told them they cannot require any therapist to use such templates and that providers have an ethical responsibility and a legal right to refuse to do so. We also let them know that clinical managers who instruct subordinates to use fraudulent language are putting their own licenses at risk. While individual providers are on firm legal ground to refuse to engage in unethical or illegal behavior, some may feel more comfortable using the template in the first example but adding language noting that "this template language dictated by the health plan contradicts my clinical judgment and I do not agree the longer wait will not be detrimental."

Secondly, we made it clear that the law does not require providers to justify their decision to recommend timely treatment. Therefore, providers do not need to meet with management, fill out a form, write a report, etc. Any "escalation to management for review" should involve no more effort than forwarding the patient's MRN to the manager. We view these onerous requirements as a perverse attempt by management to subvert the law and place the burden of meeting return access on the individual providers instead of on the health plan, as intended by the law. On top of that, we noted that providers have no time in their schedules to actually do this. Providers asked to do extra tasks and/or meet with management should simply express that they do not have time to do so without further impacting patient care.

It is abundantly apparent that despite 9 months of advance notice, Kaiser is still ill-prepared to meet the requirements of SB221. Their rollout process has been haphazard at best and malicious at

worst. We reminded them that throughout our contract bargaining we have made several proposals related to staffing, return access and workload that were tied to some extent to SB221 and they have summarily dismissed most of these proposals. We also more recently notified them of their legal obligation to bargain over the impact of any changes they wish to implement to address the requirements of SB221. It is obvious from their efforts to date that intended changes would indeed have a significant impact on working conditions and we are now demanding they bargain with us, as required by law, **before** they implement **any** changes.

Finally, we told them if they didn't address these immediate concerns quickly we would have no choice but to go public about KP's attempts to circumvent the new law and retaliate against providers who, as part of NUHW, worked hard to help get SB221 and SB855 passed. They assured us they would respond "quickly".

We will update you with further developments.

In Unity,

IBHS Bargaining Committee:

Alexis Petrakis, San Rafael, Child
David Meshel, San Francisco, Child
Kathy Ray, Walnut Creek, Child
Kim Hollingsworth Hornor, Fresno, Child
Mary Anne Beach, Antioch, Child IOP
Misha Gutkin, Vallejo, Child
Birgitta Snyder, Pleasanton, BMS
Lisa Galan de Martinez, San Leandro, BMS
Diana Dorhofer, Roseville, Chronic Pain
Ilana Marcucci-Morris, San Leandro C2C, IAC
Shinobu Ogasawara, San Leandro C2C, IAC
Jennifer Browning, Roseville, Adult
Melody Bumgardner, Santa Clara (Campbell) Adult
Julia Thompson, Manteca, AMRS
Matt Hannan, South San Francisco, AMRS
Luzia Daley, Modesto, BMS
Anjahni Davi, Martinez Chronic Pain
Julia Gallichio, Pleasanton, Adult
Jane Kostka, Sacramento, Adult
Shay Loftus, Fairfield, Adult

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