December 7, 2022

Submitted Electronically

Roxanne L. Rothschild
Executive Secretary
National Labor Relations Board
1015 Half Street, SE
Washington, DC 20570

Re: 3142-AA21; Standard for Determining Joint-Employer Status

Dear Ms. Rothschild,

Please accept the following comments on behalf of The Home Care Association of America ("HCAOA") in response to the Notice of Proposed Rulemaking ("NPRM") that a divided National Labor Relations Board ("Board") has published to rescind and replace the final rule entitled "Joint Employer Status Under the National Labor Relations Act." 87 Fed. Reg. 54641 (September 7, 2022).[1]

As explained below, the National Labor Relations Act (the "Act") does not apply to employees working in the home care industry. HCAOA, however, is concerned that the proposed rule would nevertheless allow its members' employees to organize, and its members to be exposed to strikes, boycotts and picketing activities. For example, suppose a home care agency's employees are working in a facility that is the target of a union organizing campaign. If the union asserts the home care agency is a joint employer with the facility, the union could picket in front of the home care agency's office and attempt to organize the agency's employees.

The proposed rule would also substitute ambiguity for clarity and expand the joint-employer concept beyond the current common law.[2] It will require new joint-bargaining obligations that most do not even know they would have and significantly expand potential joint liability for unfair labor practices and breaches of collective bargaining agreements.

The proposed rule also would fail under the Administrative Procedure Act because there has been no substantial change in the economic landscape in the past two years to necessitate a new rule. Similarly, there does not appear to be a significant group of employees who were deprived

[1] These comments should not be taken to accept the notion that the Board has authority to rescind and replace the April 2020 final rule. There is serious doubt about the Board's authority in this regard.

[2] The Board's articulation of the joint employer standard is predicated on interpreting the common law and therefore is not entitled to deference by the courts. *Browning-Ferris Industries of California, Inc. v. NLRB*, 911 F.3d 1195, 1206, 1208 (D.C. Cir. 2018) ("The Board's rulemaking, in other words, must color within the common-law lines identified by the judiciary.").

of their statutory right to bargain effectively because of the existing rule, making the rescission and replacement necessary. It is for these and several other reasons discussed below that HCAOA submits these comments.

HCAOA and Home Care

Founded in 2002, the HCAOA is the home care industry's leading trade association – currently representing over 4,200 companies that employ more than 2.4 million caregivers across the United States. Home care, which includes companion and personal care services, enables seniors and individuals with disabilities to remain in their homes as long as possible at a more affordable cost than institutionalized care. It is through this community of members that the HCAOA has championed quality home care services and support of family caregivers. (See "The Value of Home Care" for a discussion of the benefits aging at home has for seniors and their families, available here.)

Home care services are provided through several different pay methods. Some clients pay for their services either out-of-pocket personally or through a relative or friend. Some long-term care insurance plans offer home care as a benefit. And there are several governmental payors, such as Medicaid, the Veterans Administration and Medicare Advantage plans.

Many state Medicaid waiver programs, as well as Veterans Administration programs and Medicare Advantage plans set reimbursement rates, caregiver wage rates and/or hours of service the care recipient is entitled to receive. These payors (and some long-term insurance plans) also place other requirements on those providing care, such as background checks or periodic drug testing.

The Act Does Not Apply to Home Care

The home care industry is unique in that its employees provide domestic services to clients in their homes. As a result, home care agency employees are excluded from collective bargaining under the National Labor Relations Act (the "**Act**"). 29 U.S.C. § 152(3) (excluding from the definition of an "employee" any individual employed "in the domestic service of any family or person at his home"); *Harris v. Quinn*, 573 U.S. 616, 650 (2014) ("Federal labor law reflects the fact that the organization of household workers like the personal assistants does not further the interests of labor peace.").

To avoid this exclusion, several states have passed laws that, for purposes of collective bargaining, deem those who provide home care services through certain Medicaid waiver programs to be state workers. *See, e.g.*, Ill. Comp. Stat., ch. 20, § 2405/3(f); Minn. Stat. §§ 179A.01-.60; Ohio Executive Order 2007-23S. As such, certain home care workers providing domestic services in private homes are nevertheless subject to collective bargaining under the Act. For the most part, HCAOA members are not involved in such Medicaid programs.

HCAOA is concerned that the proposed rescission and replacement of the Joint Employer Rule will result in further eroding of the statutory exemption such that its members' employees will become subject to the Board's jurisdiction. This could happen because some clients live in Assisted Living Facilities ("ALFs"), Independent Living Facilities, or Continuous Care Retirement Communities. Thus, in these cases, the client's home is part of the workplace for employees of an employer that is covered by the Act.

If the Board insists upon rescinding and replacing the current joint employer rule, it should make clear that the mere presence of a home care agency's employees at these facilities does not create jurisdiction to organize these exempted employees. To take a contrary position would violate the Act's express language.

Joint Employer Policy Oscillations

In 2015, a divided Board issued *Browning-Ferris Industries of California, Inc*. (*BFI*), 362 N.L.R.B. No. 186. The decision overruled more than thirty years of bipartisan precedent. The Board replaced the predictable and clear "direct and immediate control" standard for determining joint employer status with a vague test based on "indirect" and "potential" control over workers' terms and conditions of employment. The decision exposed a broad range of businesses to workplace liability for another employer's actions and for workers they do not employ.

The *BFI* decision was appealed to the D.C. Circuit. But while that case was pending, the Board announced its intention to create a Standard for Determining Joint-Employer Status. While the Board was still accepting comments, the D.C. Circuit issued its decision. The Court denied enforcement of *BFI* because the Board failed to confine its consideration of indirect control consistently with common law limitations. The Board accepted comments for a period following the D.C. Circuit's issuance of its decision, and then published a final rule on February 26, 2020, which became effective April 27, 2020.

This 2020 rule reestablished a joint employment standard in which an employer can be deemed a joint employer only if it possesses and actually exercises substantial, direct and immediate control over the essential terms and conditions of employment of another employer's employees. It provided a bright line, straightforward approach and brought stability to this area, allowing business to arrange their affairs in such a way to know at the outset whether the two entities were entering a joint employer relationship. The rule fostered predictability and consistency. HCAOA strongly supported this rule.

But now, the Board has proposed to rescind and replace the current rule with one that will not help businesses and unions better understand the guiderails. Rather, the proposed changes would cloud this area and make it more difficult for the businesses to know at the inception of a relationship whether the other will be considered a joint employer of the first's workers. This flies in the face of the Supreme Court's instruction that the Board should provide parties with "certainty beforehand as to when [they] may proceed to reach decisions without fear of later

evaluations labeling [their] conduct an unfair labor practice" or other violation of the Act. *First National Maintenance Corp. v. NLRB*, 452 U.S. 66, 679 (1981).

HCAOA respectfully submits that, consistent with the current rule, an entity's actual exercise of direct and immediate control over essential terms and conditions of employment of another entity's employees is the best evidence that the first entity is a joint employer of those employees and is properly subject to the consequences of that finding under the Act. Accordingly, HCAOA urges the Board not to rescind and replace the current rule.

Workplace Health and Safety Should Not Be Relevant to the Joint Employer Analysis

The Board has invited comments on all aspects of its approach to defining the essential terms and conditions of employment, including the specific terms and conditions of employment it should (or should not) generally consider "essential." 87 Fed. Reg. at 54647, n. 46. It specifically asks whether the proposed list of essential terms and conditions of employment should solely include those terms and conditions of employment that are referenced in the statute. *Id*. It also asks, if not, how it should generally approach the task of identifying the essential terms and conditions. *Id*.

The Board has conditionally answered its own question in the NPRM by suggesting that an open-ended list of potential examples is the best approach. HCAOA respectfully disagrees. An unlimited set of examples of what "generally" may be regarded as essential terms and conditions of employment creates the precise issue that the D.C. Circuit found fatal with its *BFI* decision. Such a change does not foster certainty or clarity.

Many of the proposed examples of essential terms and conditions of employment are nothing more than requirements of various government statutes and/or regulations, and are not probative of a joint employer relationship. For example, in the NPRM, the Board states: "It is the Board's view, subject to comments, that section 2 justifies in most cases treating . . . workplace health and safety . . . as [an] essential term[] and condition[] of employment." *Id*. at 54647. It then goes on to state that it is particularly inclined to believe workplace health and safety likely constitutes an essential condition of employment in the healthcare industry, creating inconsistency and a lack of clarity. *Id*.

But it is difficult to imagine a situation where health and safety would be relevant to the joint employer analysis. An undisputed employer cannot contract away its control over its employees' health and safety. The undisputed employer has a legal obligation to provide a safe workplace and the liability that it would incur if it breached that duty makes it highly unlikely that the employer would simply entrust such a compliance responsibility to a third party. *See* 29 U.S.C.

§ 654 (requiring employers to provide a place of employment that is free from recognized hazards that are causing or are likely to cause death or serious physical harm to the employees).[3]

Perhaps this is why no Board case has ever identified workplace health and safety as an essential term or condition of employment in a joint-employer analysis. For example, in *Aldworth Co.*, 338 N.L.R.B. 137 (2002), *enf. sub nom. Dunkin' Donuts Mid-Atlantic Distribution Center v. NLRB*, 363 F.3d 437 (D.C. Cir. 2004),[4] the Board found Dunkin' Donuts was a joint employer of a group of leased truckdrivers, drivers and warehouse personnel of a third-party company who worked in one of its New Jersey distribution facilities. In analyzing the Joint-Employer issue, the Board specifically observed:

> [A]s the owner of the warehouse facility, Dunkin' Donuts must ensure compliance with Federal OSHA standards and other workplace requirements. As with its designation as carrier, Dunkin' Donuts acquired these obligations solely by virtue of its status as owner. Dunkin' Donuts can neither delegate nor otherwise opt out of the responsibilities imposed upon it by these laws. Because Dunkin' Donuts is legally mandated to take these actions, by virtue of its status alone, we find such actions are not reliable indicators of joint employer status.

338 N.L.R.B. at 139-140. The Board then went on to explain:

> [I]n determining the joint employer issue, we will not rely on evidence that Dunkin' Donuts exercised responsibilities derived by virtue of regulation or statute. We find more persuasive, and therefore rely upon instead, those factors that show voluntary involvement in the management process.

338 N.L.R.B. at 140 (footnote omitted).

Workplace health and safety may be a mandatory subject of bargaining, but that does not mean it is also an essential term or condition of employment relevant to a joint-employer analysis. Control over these mandatory subjects of bargaining should be probative, but only to the extent it

[3] To be clear, HCAOA is a zealous advocate for caregiver safety. The dedicated, caring and compassionate caregivers who serve some of the most vulnerable members of our society deserve to work in an environment that is healthy and safe. Indeed, that is why HCAOA championed the development of Recommended Operational Protocols ("ROPs"). This document (which evolved with the Pandemic) helped the industry pull together disparate guidance from CDC and state and local health departments, along with pre-existing OSHA standards in an effort to create actionable steps agencies could take to keep their caregivers and clients safe. The ROPs were made available for free because HCAOA understood how important it was to have a safe environment for caregivers to work in and clients to live in.

[4] *Aldworth* is significant because the Board cites this case with approval in the NPRM as standing for the proposition that the Board takes an inclusive approach to defining the essential terms and conditions of employment. 87 Fed. Reg. at 54646. But the NPRM fails to acknowledge that *Aldworth* also identified important limits to this concept.

supplements and reinforces evidence of direct and immediate control over essential terms and conditions of employment.

In home care, it is common for a host facility to require that individuals working on the premises complete background checks, infectious disease screenings and other ordinary processes that help ensure that the facility remains healthy and safe for residents and workers alike. Similarly, as noted above, many third-party payors impose pay, scheduling and background check requirements on home care agencies. HCAOA is concerned that a home care agency submitting evidence that it has completed such processes or complied with such requests would under the proposed rule unwittingly subject its employees to the jurisdiction of the Board as a joint employer of the host facility or a third-party payor.

The same is true for anti-sexual harassment policies. Host facilities and home care agencies prohibit sexual (and other invidious forms of) harassment. Suppose a host facility employee were to sexually harass a home care agency employee. The proposed rule should not then make the home care agency a joint employer with the facility simply because it raises the issue to the facility. But this result appears possible given that the Board in *BFI* reached the conclusion that the two businesses were joint employers at least in part because a BFI supervisor reported to Leadpoint that its employees were drinking on the job. *See* 362 N.L.R.B. 1559, 1616. The Board should clarify that this is not the intent, as it could deter such reports.

A Joint Employer Finding Based Solely on Reserved Rights is Unworkable in Home Care

The Board's proposal to allow a Joint-Employer finding to rest solely on reserved but unexercised control is inconsistent with the common law, vague, elusive, uncertain, difficult to apply, vulnerable to be used in an outcome-determinative manner to support a particular result, and potentially assigns unfair labor practice liability to an innocent employer. Such a change will create serious disruption, particularly when combined with the unlimited nature of what constitutes a term or condition of employment.

In home care, it is common for a facility where home care workers provide care to include in the agreement between the parties that any employees of the home care agency who will work on the host facility's premises must undergo drug testing and background screening. In lieu of the facility testing and checking these individuals, the facility will usually rely upon the home care agency's representation that these steps are completed. Such a reservation of rights should not create a potential joint employer relationship. But the Board held in *BFI* that, among other things, requiring all applicants to undergo and pass drug tests was indicia of a joint employer relationship. 362 N.L.R.B. at 1616. HCAOA submits that such a contractual provision does not cast meaningful light on joint-employer status and is not probative to the analysis.

A Joint Employer Finding Based Solely on Indirect Control Also is Not Workable in Home Care

The Board's proposal to allow indirect control *alone* to establish a Joint-Employer relationship is unworkable in the home care industry. First, it should be acknowledged that the current rule recognizes that indirect control is relevant to the extent it supplements and reinforces evidence of direct and immediate control over essential terms and conditions of employment. However, there is no common law tradition of finding an entity to be a joint employer simply because of indirect control. Indeed, even in *BFI*, the Board found that Browning-Ferris exercised control **both directly and indirectly**. 362 N.L.R.B. at 1612 and 1613.

In home care, a significant agreement with a facility can mean that, as a matter of economic reality, its cancellation would result in the closing of the home care agency. Under such a circumstance would that mean that a facility would be deemed a joint employer of the home care agency's employees? If that were the case, this would discourage facilities from contracting with small home care agencies. It likewise would discourage a home care agency from accepting a large contract. Neither result is desirable and both outcomes carry significant consequences for the industry.

Additionally, many third-party payors dictate the wages paid to home care workers and/or the number of hours of service a client is allowed to receive. Given that proposed section 103.40(d) includes an "essential term[] and condition[] of employment" wages, and hours of work and scheduling, it seems very possible that the Board could find that a third-party payor like a state Medicaid program, a Medicare Advantage plan of the Veterans Administration would be a joint employer with a home care agency due to this indirect control over "essential terms and conditions of employment." HCAOA respectfully submits that this is an absurd and unworkable conclusion. HCAOA strongly encourages the Board not to adopt such a position.

The Proposed Rule Creates A Litany Of Questions

In their *BFI* dissent, Members Miscimarra and Johnson ably explained the various questions created by the test the *BFI* majority articulated which is also the basis for the current proposed rule changes. *Id*. at 1636-1639. Many of these issues would be applicable in situations where a home care agency sends its employees into client facilities. With due appreciation to Members Miscimarra and Johnson, below are the issues HCAOA has identified as precipitating from the proposed rescission and replacement of joint employer rule.

For purposes of the following, assume that HomeCareCo ("HCC") has agreements with three ALFs: Clients A, B and C. It should be noted, however, that many home care agencies have many more than just three agreements. Assume also that HCC's employees work at each facility, providing individualized care to residents.

1. Union Organizing Directed at HCC. HCC employees are currently unrepresented and a union seeks to organize them,[5] this gives rise to the following issues and problems:

- What Bargaining Unit(s)? Although HCC directly controls all traditional indicia of employer status, the proposed rule would establish that three different entities—Clients A, B, and C—have distinct "employer" relationships with discrete and potentially overlapping groups of different HCC employees. It is unclear whether a single bargaining unit consisting of all HCC employees who work at Clients A, B and C could be considered appropriate, given the distinct role that the proposed rule requires each client to play in bargaining.

- What "Employer" Participates in NLRB Election Proceedings? If the union files a representation petition with the Board, the Act requires the Board to afford "due notice" and to conduct an "appropriate hearing" for the "employer." 29 U.S.C. § 9(c)(1). Currently, the Board has no means of identifying—much less providing "due notice" and affording the right of participation to—"employer" entities like Clients A, B, and C, even though they would inherit bargaining obligations under the proposed rule if HCC employees select the union.

- Who is Obligated to Participate in the Bargaining? If the union wins an election involving certain HCC employees, the proposed rule would require participation in bargaining by HCC and Clients A, B, and C. The Board's current view as expressed in the NPRM is that the proposed rule would require each party to bargain only with respect to such terms and conditions which it possesses the authority to control. 87 Fed. Reg. at 54645, n. 26. However, because the proposed standard is so broad—spanning "direct control," "indirect control" and the "right to control" (even if never exercised in fact)—how can these purported employers reasonably know which entity is responsible for bargaining over which terms and conditions?

- HCC-Client Bargaining Disagreements. The proposed rule throws into disarray the manner in which "employers" such as HCC and Clients A, B, and C could formulate coherent proposals and provide meaningful responses to union demands, when they will undoubtedly disagree among themselves regarding many, if not most, matters that are mandatory subjects of bargaining. Therefore, the "joint" bargaining contemplated by the proposed rule will involve significant disagreements between each of the employer entities (*i.e.*, HCC and Clients A, B, and C) with no available process for resolving such disputes.

- HCC "Confidential" Information—Forced Disclosure to Clients. The most contentious issue between HCC and Clients A, B, and C is likely to involve the amounts charged by HCC, which could vary substantially between Clients A, B, and C. If a union successfully organizes the HCC employees working at these facilities, the resulting bargaining will almost

[5] Because Section 2(3) of the Act excludes from the definition of employee individuals in the domestic service of any family or person at his or her home, it is unlikely that all HCC employees could be organized. The only conceivable way these employees could be organized is as jointly employed by a facility that is subject to the jurisdiction of the Board.

certainly require the disclosure of sensitive HCC financial information to Clients A, B, and C about HCC's relationship with each of the respective clients, which is likely to enmesh the parties in an array of disagreements with one another, separate from the bargaining between the union and the "employer" entities. The Board has already found in many prior cases that this information is sensitive and is not necessary to employees' exercise of rights under the Act. *See, e.g., Flex Frac Logistics*, 360 N.L.R.B. No. 120 (2014) (detailing disruption occurring when contractor, which "was particularly concerned to maintain the confidentiality of the rates it charges its clients," had rates disclosed to clients by employee). The proposed rule guarantees such economic disruption for no legitimate purpose.

- How Many Labor Contracts? If a single union organizes HCC's employees working at facilities A, B and C, the above problems might be avoided if HCC engages in three separate sets of bargaining—each devoted to Client A, Client B, and Client C, respectively—resulting in three separate and distinct labor contracts for the single bargaining unit. However, this would be inconsistent with the HCC bargaining unit if it encompassed all HCC employees at these facilities, and HCC would violate the Act if it insisted on changing the scope of the bargaining unit, which under well-established Board law is a nonmandatory subject of bargaining.

- What Contract Duration(s)? If a union represented the HCC employees at these facilities, and if the Board certified each client location as a separate bargaining unit, then there presumably would be separate negotiations—and separate resulting CBAs—covering the HCC employees assigned to Client A, Client B, and Client C, respectively. In this case, however, the duration of each CBA might vary, depending on each side's bargaining leverage, and a further complication would arise where CBA termination dates differ from the termination dates set forth in the various HCC client contracts.

- Do Client Contracts Control CBAs, or Do CBAs Control Client Contracts? Regardless of whether the HCC CBA(s) have termination dates that coincide with the expiration of the HCC client contracts, the proposed rule leaves unanswered whether HCC and Clients A, B, and C could renegotiate their client contracts, or whether the "joint" bargaining obligations and the CBA(s) would effectively trump any potential client contract renegotiations, even though this would be contrary to the Supreme Court's indication that Congress, in adopting the NLRA, "had no expectation that the elected union representative would become an equal partner in the running of the business enterprise in which the union's members are employed." *First National Maintenance, supra*, 452 U.S. at 676. Likewise, similar to what the Board majority held in *CNN America, Inc.*, 361 N.L.R.B. No. 47 (2014), enf. denied in part 865 F.3d 740 (D.C. Cir. 2017), the proposed rule would impose its new joint-employer bargaining obligations on Clients A, B, and C, even where the client contracts explicitly identified HCC as the only "employer" and stated that HCC had sole and exclusive responsibility for collective bargaining.

- New Clients (Possibly With Their Own Union Obligations). If a union represented the HCC employees working at Clients A, B, and C, and if (under the proposed rule)

all HCC clients were deemed joint employers with HCC, what happens when HCC obtains new clients that previously had home care services performed by in-house employees or a predecessor contractor, and those in-house or contractor employees were unrepresented or represented by a different union? If, based on HCC's existing union commitments, HCC refused to consider hiring or retaining the employees who formerly provided the new client's home care services, the refusal could constitute antiunion discrimination in violation of Section 8(a)(3). If HCC hired the new client's former employees (or the former employees of a predecessor contractor), then HCC could run afoul of its existing union obligations. *See Whitewood Maintenance Co.*, 292 N.L.R.B. 1159, 1168-1169 (1989), *enf'd*. 928 F.2d 1426 (5th Cir. 1991). Alternatively, this situation could require further Board proceedings for resolution.

2. Union Organizing Directed at Client(s). If two different unions, rather than targeting HCC, engage in organizing directed at Client A and Client B, respectively, with Client C remaining nonunion, this gives rise to additional issues and problems:

- All of the Above Issues/Problems. If the HCC employees at Client A are organized by one union, and if the HCC employees at Client B are organized by a different union, then the proposed rule would make HCC and Client A the "joint employer" of the HCC/Client A employees, and HCC and Client B the "joint employer" of the HCC/Client B employees. In both cases, the "joint employer" status would give rise to all of the above problems and issues, in addition to those described below.

- Employee Interchange and Multilocation Assignments. If different unions represent the employees of HCC/Client A and HCC/Client B, and if HCC/Client C employees were nonunion, this would create substantial potential problems and conflicting liabilities regarding HCC employees assigned to work at all three client locations or transferred from one client's facility to another.

- Strikes and Picketing – "Neutral" Secondary Boycott Protection Eliminated. Sections 8(b)(4) and 8(e) of the Act protect neutral parties from being subjected to "secondary" picketing and other threats, coercion and restraint that have an object of forcing one employer to cease doing business with another. Therefore, if the HCC/Client A and HCC/Client B employees were involved in a labor dispute, under the Board's current joint-employer rule Clients A and B (as non-employers) would be neutral parties protected from "secondary" union activity. Under the proposed rule, however, Clients A and B would be employers right along with HCC and thus subject to picketing.

- Renegotiating or Terminating Client Contracts. It is well established that an employer does not discriminate against employees within the meaning of Section 8(a)(3) by ceasing to do business with another employer because of the union or nonunion activity of the latter's employees. However, to the extent that HCC and Clients A, B, and C are joint employers, then any client's termination of HCC's services based on potential union-related considerations would create a risk that the Board would find—as it did in *CNN*— that the

contract termination constituted antiunion discrimination in violation of Section 8(a)(3). *CNN*, *supra*, slip op. at 40-42 (Member Miscimarra, dissenting).

Franchising

Within the home care industry, many agencies are part of a franchise system. Access to home care services in the U.S. has expanded greatly from franchising. Joint employment is contrary to any franchise system as it fails to recognize that the franchise owner operates independently as the proprietor of a small business. Failure to address this issue proactively could again limit seniors' access to essential home care services. To that end, the Board should state that a franchisor's maintenance of brand standards (upholding a certain standard for the brand), including brand-recognition standards (such as requiring a uniform or badge featuring the brand's name), are not evidence of joint-employer status, even under the proposed rule.

Additionally, in home care, the rules related to wages and hours, as well as other compliance concerns are complicated. Asking individual franchisees to answer questions that could be used by all similarly situated franchises in a given jurisdiction is inefficient and could result in inconsistent answers. For this reason, the proposed rule should be revised to allow franchisors to assist franchisees with compliance guidance (as opposed to making individual employment decisions) and requiring franchisees to select certain vendor products that assist with compliance (such as timekeeping systems) without the fear of a joint employer determination.

At a minimum, the Board should explain in the final rule that merely requiring in the franchise agreement that a franchisee comply with federal, state and local laws and regulations does not, standing alone, create indicia of a joint employment relationship between the franchisor and franchisee. This is a basic contractual term and holding to the contrary would create incentives for franchisors to further distance themselves from franchisees and further increasing the risk of non-compliance.

Conclusion

For all the reasons discussed above, HCAOA strongly objects to the proposed rescission and replacement of the current joint employer rule.

Sincerely,

Vicki Hoak, CEO
Home Care Association of America