

HON. ROBERT BRYAN

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT TACOMA

Kenneth Alvarez, Carol Shetler and Raul Flores,
Individual Providers in Washington,

Plaintiffs,

v.

GOVERNOR JAY INSLEE, in His Official
Capacity as Governor of the State of Washington;
PATRICIA LASHWAY in Her Official Capacity
as Secretary of the Washington Department of
Social and Health Services ("DSHS"), SERVICE
EMPLOYEES INTERNATIONAL UNION
HEALTHCARE 775NW ("SEIU 775"), a labor
organization;

Defendants.

NO. 3:16-cv-5111

**PLAINTIFFS' MOTION FOR
SUMMARY JUDGMENT**

Noted for Consideration: March 10, 2017

Oral Argument Requested

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I. INTRODUCTION & REQUESTED RELIEF

Plaintiffs Kenneth Alvarez, Carol Shetler and Raul Flores (Plaintiffs) respectfully move this Court to enter summary judgment in their favor and declare that Defendants Inslee and Lashway (“State”)¹ and Defendant Service Employees International Union Healthcare 775 NW (“Union”), violated Plaintiffs’ First Amendment rights by compelling them to attend Union Time during state-mandated contracting appointments, basic training, and continuing education classes. This case raises a novel claim of compelled receipt of political speech in a State-facilitated and mandated captive audience setting. The claim is based on deeply entrenched and well-established First Amendment principles of freedom of thought and speech, prohibitions on compelled speech, and protections for receivers of speech. Further, common sense dictates that the government should not force individuals to attend heavily charged political propaganda sessions as a condition of employment, as Defendants admitted when they revised the governing Collective Bargaining Agreement (“CBA”) shortly after this case was filed to state that Union Time was “optional.” However, Defendants have taken no steps to inform the affected individuals of the optionality of Union Time, which is embedded in State-compelled attendance sessions.

Defendants’ CBA revisions were intended to avoid facial liability while leaving their as-applied First Amendment violations untouched. Plaintiffs Flores and Shelter, who joined the suit *after* Defendants revised the CBA, still felt required to attend the same heavily charged, coercive Union Time that Plaintiff Alvarez was actually required to attend because for them there was still no indication that Union Time was actually “optional.” Now the State is again trying to superficially and subsequently remedy the situation by sending a letter to each Plaintiff telling them for the first time that Union Time is now optional. Defendants, however, have failed to

¹ “State” also refers to State agents, such as the Area Agencies on Aging. *See* Olson Decl., Ex. A (State Dep. 18:22-25, Dec. 15, 2016).

1 provide Plaintiffs and similarly situated IPs any indication of how to implement and achieve this
 2 new-found optionality that only Plaintiffs have been provided. This letter followed the filing of
 3 the Amended Complaint (Dkt. # 51) and Plaintiffs' numerous attendances at what they believed to
 4 be compelled Union Time because it occurred during State-required appointments and trainings.

5 This Court should end Defendants' nefarious practices and omissions by issuing a
 6 declaratory judgment and injunctive relief to preserve Plaintiffs' and Washingtonians' First
 7 Amendment rights. Articles 2.3 and 15.13(A) of the 2015-2017 Collective Bargaining Agreement
 8 between the State and the Union ("CBA"), and Articles 2.3 and 15.13(A) of the subsequent and
 9 related Memorandum of Understanding ("MOU"), should be held to be unconstitutional both
 10 facially and as applied to Plaintiffs.

11 II. STATEMENT OF FACTS

12 A. THE STATE COMPELS INDIVIDUAL PROVIDERS TO ATTEND CONTRACTING 13 APPOINTMENTS, BASIC TRAINING, AND CONTINUING EDUCATION CLASSES.

14 Individual Providers ("IPs") provide personal care or respite care services to elderly or
 15 disabled persons who qualify for assistance from the Department of Social and Health Services
 16 ("DSHS"). RCW 74.39A.240(3); WAC 388-106-0010. Personal care services include "physical
 17 or verbal assistance with activities of daily living and instrumental activities of daily living...due
 18 to... functional limitations." WAC 388-106-0010. DSHS pays IPs for the services they provide.
 19 Olson Decl., Ex. A (DSHS Dep. 12:16-18, Dec. 15, 2016).

20 a. *Compelled Contracting Appointments.*

21 IPs must attend Contracting Appointments as a condition of employment. When a person
 22 first expresses interest in becoming an IP, the State contacts that person and instructs her to go to
 23 a State office to sign required paperwork, including an initial contract with the State to become an
 24 IP. *Id.* at 75:6-11. This is the "Contracting Appointment." *Id.* Both Defendants have conceded IPs

are compelled to attend the contracting appointment. *Id.* at 35:5-9, 35:18-21; Olson Decl., Ex. B (Union Dep 136:13-17, Dec. 13, 2016). If IPs miss a scheduled contracting appointment, they must reschedule the appointment to come into a state office another time. Olson Decl., Ex. A (State Dep. 69:21-25, 70:1-9). IPs can **only sign a contract by coming into a state office, and without signing a contract they do not become an IP or get paid.** *Id.* at 69:19-24, Dec. 15, 2016).

b. Compelled Basic Training.

After completing the contracting appointment, IPs must register for seventy hours of basic training through SEIU Partnership's online registration portal as a condition of employment. *See* RCW 74.39A.074; RCW 74.39A.076; RCW 74.39A.360; Olson Decl., Ex. W at 7. Upon registering, IPs receive an "Upcoming class schedule" instructing them when and where to arrive at a site for training. *See* Olson Decl., Ex. T, V. If IPs are more than twenty minutes late for basic training, they will be refused entry and required to reschedule training. *See* Olson Decl., Ex. U. If IPs do not take seventy hours of basic training within 120 days of starting to provide care, they may be denied payment and their employment contract will be terminated. Olson Decl., Ex. W at 5, 9, 11.

c. Compelled Continuing Education Classes.

Finally, IPs must annually complete twelve hours of continuing education classes through SEIU Partnership's website as a condition of employment each year. RCW 74.39A.340; RCW 74.39A.360; *see* Olson Decl. Ex. E (Shetler Decl., ¶¶ 4-6, Dec. 16, 2016). Although IPs can take continuing education classes either in-person or online, some IPs view the in-person classes as necessary for the care of their particular client or they believe that they receive more learning from an in person class rather than online. Olson Decl., Ex. E (Shetler Dep 34:4-23, Dec. 16, 2016). If IPs do not take twelve hours of continuing education classes by their birthdate each year, they may

1 be denied payment and their employment contract will be terminated. Olson Decl., Ex. W at 5, 9,
2 11.

3 **B. BY THEIR OMISSIONS, DEFENDANTS CONTINUE TO COMPEL INDIVIDUAL PROVIDERS**
4 **TO ATTEND UNION TIME IMBEDDED WITHIN THE MANDATORY CONTRACTING**
5 **APPOINTMENTS, BASIC TRAINING, AND CONTINUING EDUCATION CLASSES.**

6 *a. Creation of Union Time.*

7 IPs are public employees for the purposes of collective bargaining. RCW 74.39A.270. The
8 Union is the exclusive representative of the IP bargaining unit. *See In re: Service Employees*
9 *International Union, Local 775*, Decision 8241 Case 17799-E-03-2876 (PECB, 2003).² Its
10 political action committee almost exclusively funded Ballot Initiative 775, which established the
11 framework for IPs to collectively bargain.³ After the initiative passed, the decision to certify the
12 Union as the exclusive bargaining representative was presented to IPs within the bargaining unit,
13 and only 7,809 out of 25,501 eligible providers cast votes—a 30% voter participation.⁴ A majority
14 of the 30% of eligible voters certified the Union as the homecare workers' exclusive
15 representative.⁵

16 As the exclusive representative of the IP bargaining unit, the Union negotiates with the
17 State over the terms and conditions of IPs' employment. *See* RCW 41.80.005(2); 41.80.010(1).
18 The negotiations occur every two years and are memorialized in a Collective Bargaining
19 Agreement ("CBA"). Olson Decl., Ex. A (State Dep 48:5-7, Dec. 15, 2016). In 2014, [REDACTED]
20 [REDACTED] from the Office of Financial Management ("OFM") and [REDACTED] from DSHS

21 ² Available at http://www.perc.wa.gov/databases/rep_uc/08241.htm (last visited on Oct. 8, 2015).

22 ³ See <http://web.pdc.wa.gov/MvcQuerySystem/CommitteeData/contributions?param=V0FTSFFIIDEwNw====&year=2001&type=initiative> (last visited Feb. 7, 2017). SEIU political committees raised approximately 99.7% of cash contributions, and cash contributions constituted approximately 77% of the initiative's funding.

23 ⁴ *In re Service Employees International Union, Local 775*, Decision No. 8064
https://perc.wa.gov/databases/rep_uc/08064.htm (last visited Feb. 7, 2017).

24 ⁵ *In re Service Employees International Union, Local 775*, Decision No. 8064
https://perc.wa.gov/databases/rep_uc/08064.htm (last visited Feb. 7, 2017).

1 were the lead negotiators for the State, and _____ and _____ were the lead
 2 negotiator for the Union. *Id.* 48:4-25, 49:1-11.

3 The State and Union agreed to grant the Union access to IPs during IPs' mandatory
 4 contracting appointments, basic training, and continuing education classes, collectively referred to
 5 as "Union Time." *See generally* Olson Decl., Ex. M (Union 1-7). As originally negotiated, the
 6 2015-2017 CBA did not state that Union Time was optional during contracting appointments, even
 7 though the entire provision otherwise referred to requirements for IPs.⁶ For years, the State had
 8 allowed the Union to speak for 30 minutes at IPs' required basic training and 15 minutes during
 9 IPs' required continuing education classes.⁷

10 In direct response to the Supreme Court's decision in *Harris v. Quinn*, 134 S.Ct. 2618
 11 (2014), which prohibited the imposition of compelled union fees against IPs, the Union sought
 12 even earlier access to IPs because it understood that post-*Harris*, union dues could only be
 13 demanded from actual union members. *See* Olson Decl., Ex. B (Union Dep 124:7-14, Dec. 13,
 14 2016). The Union's intention was to gain access to IPs prior to or at the start of the IP employment
 15 process which occurs at the contracting appointment. *Id.* at 133:6-24.

16 The resulting 2015-217 CBA allows the Union 15 minutes to speak to *potential* IPs and
 17 bargaining unit members during contracting appointments in addition to the 30 minutes to speak
 18 to IPs during basic training, and the 15 minutes during continuing education classes. *See* Olson
 19 Decl., Ex. A (State Dep. 27:7-19, Dec. 15, 2016).⁸ The 2015-2017 CBA nowhere indicates that
 20 Union Time is "optional" as opposed to the mandatory contracting appointments, basic training,
 21

22 ⁶ Art. 2.3 of the 2015-2017 CBA, available at <http://seiu775.org/files/2015/09/State-of-Washington-2015-2017.pdf>
 (last visited Feb. 14, 2017).

23 ⁷ *See, e.g.*, Art. 16.13(A) of the 2011-2013 CBA between the State of Washington and SEIU 775NW, available at
<https://www.dol.gov/olms/regs/compliance/cba/public/840190-6-30-13.pdf> (last visited Feb. 14, 2017).

24 ⁸ Art. 2.3 of the 2015-2017 CBA, available at <http://seiu775.org/files/2015/09/State-of-Washington-2015-2017.pdf>
 (last visited Feb. 14, 2017).

1 and continuing education classes in which it is imbedded.⁹

2 *b. Union Time is voluntary in name only.*

3 Plaintiff Kenneth Alvarez filed this suit on February 11, 2016. (Dkt. # 1). On Monday,
4 [REDACTED] SEIU's [REDACTED] called [REDACTED] from Washington's Office of
5 Financial Management to discuss the lawsuit and amending the CBA. Olson Decl., Ex. N (P 99).

6 [REDACTED] testified that [REDACTED]

7 [REDACTED] Olson Decl., Ex. B (Union Dep. 156:16-17, Dec. 13, 2016). From
8 [REDACTED] to April 4, 2016, Defendants discussed revising CBA Articles 2.3 and 15.13(A), drafted
9 and revised a "Memorandum of Understanding" ("MOU") that substituted new Articles 2.3 and
10 15.13(A), and executed the MOU. *See* Olson Decl., Ex. N. The new Articles 2.3 and 15.13(A)
11 state that IP attendance at Union Time is "not required." *Id.*

12 Defendants' new claim, made in the throes of litigation, is that the MOU merely conveys
13 an understanding between Defendants that Union Time was always "voluntary,"¹⁰ is refuted by
14 the State's statement that "*there is no way this could be expected to be mandatory, you know,*
15 *undertaking for everyone[.]*"¹¹ and contradicted by [REDACTED]

16 [REDACTED].¹² Those documents about adding Union Access to contracting
17 appointments omit any reference to the optionality of Union Time. *See* Olson Decl., Ex. M.
18 Instead, [REDACTED] repeatedly proposed adding Union Time to contracting appointments
19 because [REDACTED] *Id.* (P 1). This comports with the Union's stated
20 intention that [REDACTED]

22 ⁹ Art. 2.3 of the 2015-2017 CBA, available at <http://seiu775.org/files/2015/09/State-of-Washington-2015-2017.pdf>
23 (last visited Feb. 14, 2017).

¹⁰ Olson Decl., Ex. B (Union Dep 157:25, 158:1-3, Dec. 13, 2016).

¹¹ Olson Decl., Ex. A (State Dep. 142:24-25, 143:1, Dec. 15, 2016) (emphasis added).

¹² Olson Decl., Ex. A (State Dep. 52:13-56:22); Olson Decl., Ex. M (P 1-7).

1 [REDACTED]¹³ during contracting appointments, Olson Decl., Ex. L (Union 1437), *which*
 2 [REDACTED] *acknowledges are compelled*. Olson Decl., Ex. B (Union Dep. 136:13-15, Dec.
 3 13, 2016).

4 During the CBA negotiations, [REDACTED]
 5 [REDACTED]
 6 [REDACTED] See Olson Decl., Ex. N (P 3).

7 Ultimately, the State agreed that [REDACTED]
 8 [REDACTED] of compelled contracting appointments. Olson Decl., Ex. N (P 6). Absent from
 9 the discussions is [REDACTED]

10 [REDACTED]
 11 precisely because they were and continue to be mandatory. *See generally* Olson Decl., Ex. N.

12 *c. Defendants fail to inform IPs that Union Time is voluntary.*

13 Neither Defendant informs IPs of the MOU making Union Time voluntary, or IPs' right to
 14 not attend Union Time, unless the IP happens to ask. Instead, Union Time is imbedded within
 15 otherwise mandatory contract appointments, basic training and continuing education classes.
 16 Defendants do not distribute MOUs to IPs or discuss the MOU. Olson Decl., Ex. A (State Dep.
 17 79:12-84:19, Dec. 15, 2016); Olson Decl., Ex. B (Union Dep. 98:16-21, Dec. 13, 2016). Neither
 18 do Defendants inform IPs of the optionality of Union Time—unless IPs happen to ask if a specific
 19 Union Time segment during otherwise compelled appointments and trainings is optional. *See id.*

20 *d. Failure to inform IPs at Contracting Appointments.*

21 The State informs the potential IP that she must attend a Contracting Appointment, but
 22 does not tell her that a Union Recruiter will speak to her during this mandatory contracting
 23 [REDACTED]

24 ¹³ The Freedom Foundation has worked consistently for the last several years to inform homecare workers of their constitutional rights, under *Harris v. Quinn*, to opt out of union membership and dues payments.

1 appointment (Union Time), or that time spent with the Union Recruiter during the mandatory
 2 contracting appointment is “optional.” Olson Decl., Ex. A (State Dep. 79:12-84:19, Dec. 15, 2016).
 3 When the potential IP arrives at the State office, she is ushered into a room with other IPs to meet
 4 with a State employee. *See* Flores Decl. ¶¶ 7-8, Shetler Decl., ¶ 19. The State employee begins by
 5 introducing the potential IP(s) to a Union Recruiter, and then leaves the room. *See* Flores Decl., ¶
 6 8. But neither the State employee nor the Union Recruiter tells IPs that this time is “optional.” *See*
 7 Flores Decl., ¶ 9-10, Olson Decl., Ex. A (State Dep. 79:12-84:19, Dec. 15, 2016). After at least
 8 fifteen minutes alone with the Union Recruiter, the State employee returns to the room. *See* Flores
 9 Decl., ¶ 8.

10 For the rest of the contracting appointment, the State employee discusses the terms of IP
 11 employment, distributes IP and Union-related literature, and helps IPs sign a contract with the
 12 State. Flores Decl., ¶ 14. The State also provides IPs an “Employment Reference Guide,” Olson
 13 Decl., Ex. (State Dep. 66:2-4, Dec. 15, 2016) which informs IPs that they must join the union as a
 14 condition of employment. *See* Olson Decl., Ex. W at 35.¹⁴ The State employee also informs IPs
 15 that they must register with SEIU Partnership for required basic training. Flores Decl., ¶ 14. Like
 16 the Union Time at the contracting appointment, the State does not tell IPs that another Union Time
 17 occurs during basic training, or that this Union Time is “optional.” *See* Flores Decl. ¶ 20.

18 *e. Failure to inform IPs at Basic Training.*

19 After completing the contracting appointment, IPs must register for seventy hours of basic
 20 training through SEIU Partnership’s online registration portal as a condition of employment. *See*
 21 RCW 74.39A.074; RCW 74.39A.076; RCW 74.39A.360. Even if IPs know prior to registering

22
 23 ¹⁴ On page 35, the Employment Reference Guide states: “All Individual Providers (IPs) are required to pay union
 24 membership dues or nonmember fair share fees. These are deducted monthly from your paycheck.” IPs are receiving
 this instruction subsequent to *Harris* which made union support voluntary among providers nation-wide.

1 that basic training includes Union Time, or that this Union Time is optional, IPs can only register
 2 for an entire set of basic training on a particular date. *See* Flores Decl., ¶ 18, Alvarez Decl., ¶ 16.
 3 There is no option to separately select or deselect Union Time apart from the other required basic
 4 training classes in which Union Time is embedded. *Id.* Instead “General BT Union Time” is simply
 5 listed as the first half-hour class under the “Class Name” category in IPs’ “Upcoming Class
 6 Schedule.” Olson Decl., Ex. T and V.

7 Upon completing registration and up until arriving for the first day of training, IPs are not
 8 told that Union Time is separate and distinct from the rest of the required basic training, or that
 9 attendance is optional. Flores Decl., ¶ 20; Olson Decl., Ex. A (State Dep. 39:17, 114-118, Dec. 15,
 10 2016). Instead, SEIU Partnership makes it seem like Union Time is required by sending IPs
 11 literature warning them to “Make sure you are on time! Our instructors reserve the right to not
 12 allow late arrivals.” Olson Decl., Ex. U (TP 278). The State also pays IPs to attend the full Class
 13 Schedule, including the embedded Union Time because “they’re already there [at the training
 14 location] for training and their training is compensated[.]” Olson Decl., Ex. A (State Dep. 39:2-3,
 15 21, Dec. 15, 2016).

16 If the Union Recruiters fail to appear at the scheduled first class, SEIU Partnership
 17 reschedules Union Time during IPs’ lunch hour or during other training classes. *See* Flores Decl.,
 18 ¶ 26; Olson Decl., Ex. H; Olson Decl., Ex. Y (‘

19 _____
 20 _____ IPs do not receive extra lunch time or
 21 additional training that is displaced by rescheduled Union Time. *Id.*

f. Failure to inform IPs at continuing education classes.

IPs must also take twelve hours of continuing education classes annually through SEIU Partnership as a condition of employment. RCW 74.39A.340; RCW 74.39A.360. DSHS does not inform IPs that Union Time occurs during continuing education classes or that it is optional. Olson Decl., Ex. A (State Dep. 79:12-84:19, Dec. 15, 2016); *see generally* Olson Decl., Ex. W. Upon completing registration and up until arriving for the first day of training, IPs are not told that Union Time is separate and distinct from the rest of the required continuing education classes, or that Union Time attendance is optional. Shetler Decl., ¶ 8. The Union Time occurs within the statutorily-required 12 hours of training. Shetler Decl., ¶¶ 12-14.

C. UNION TIME CONSISTS OF POLITICAL, IDEOLOGICAL AND TARGETED VIEWPOINT SPEECH UNRELATED TO ANY STATE-MANDATED DUTIES IPs PERFORM.

The Union views Union Time as an essential way to inculcate approval among IPs of the Union's political and ideological views and against any unfavorable views. *See* Olson Decl., Ex. L (Union 1437). Union Time is conducted by paid Union Recruiters, who have undergone extensive and detailed Recruiter Training, must scrupulously adhere to Union Time scripts, and are expected to

Olson Decl., Ex. B (Union Dep. 38-46, 66-71); Olson Decl., Ex. G (Union 733).

a. Political and Ideological Recruiter Training.

To prepare for Union Time, the Union requires its Recruiters to undergo Recruiter Training¹⁵ where the Union trains Recruiters on how to lead Union Time.¹⁶ The latest version of

¹⁵ Olson Decl., Ex. B (Union Dep. 29:17-18, 66-71, 724-731, Dec. 13, 2016).

¹⁶ Olson Decl., Ex. B (Union Dep. 41:18-20, Dec. 13, 2016).

1 the Recruiter Training Agenda appears to have been circulated in [REDACTED] Olson Decl., Ex.
2 G (Union 747-756).

3 During Recruiter Training, Recruiters are told [REDACTED]
4 [REDACTED] *Id.* (Union 725, 749). Because caregivers
5 [REDACTED] the Recruiters must [REDACTED]
6 [REDACTED] *Id.* (Union 749). One Recruiter Training—Trainer
7 document listed [REDACTED]
8 [REDACTED] and [REDACTED] *Id.* (Union 733).
9 The [REDACTED] is a union-created “script for Union Times[.]” Olson Decl., Ex. B (Union Dep. 10:22,
10 Dec. 13, 2016). During Recruiter Training, Recruiters discuss each category of the [REDACTED] See Olson
11 Decl., Ex. G (Union 727: [REDACTED])

12 First, the Union trains Recruiters to begin Union Time by [REDACTED]
13 [REDACTED] *Id.* (Union 727). Then, Recruiters [REDACTED]
14 [REDACTED] *Id.* (Union 728). But this discussion
15 [REDACTED] and focus on how [REDACTED]
16 [REDACTED]
17 [REDACTED] *Id.* (Union 728). After discussing all of the Union’s [REDACTED] Recruiters are
18 trained to discuss [REDACTED] and [REDACTED] with IPs. *Id.* (Union 728-29).¹⁷

19 After an intentionally politically-charged discussion on [REDACTED] and [REDACTED]
20 designed to convey the Union’s message off [REDACTED] and [REDACTED]

21
22
23 ¹⁷ “Power mapping” refers to the Union’s political activities, *see* Union 728 (“Are the people making decisions
24 know what homecare workers go through? NO! We need to tell them”), and “agitation” involves “redirecting the
anger to the right person and creating the urgency of changing that!”, *see* Union 729 (“How much longer can we put
up with this? If we don’t change now, will our elected officials wake up one day and give caregivers deserve[sic]
raises?”).

1 *Id.* (Union 726, _____), Recruiters are trained to tell IPs how the Union
 2 is _____ *Id.* In doing so, Recruiters are instructed to _____

3 _____
 4 *Id.* (Union 728-230:
 5 _____

6 Finally, Recruiters are trained to conclude Union Time with _____
 7 _____, Olson Decl., Ex. G (Union 731). Specifically,
 8 Recruiters are trained to inform IPs that _____
 9 _____

10 _____ *Id.*¹⁸ Recruiters also _____
 11 _____

12 _____ *Id.* (Union 726).
 13 _____

14 Recruiter Training does not involve _____
 15 _____

16 _____ *Id.* (Union 724-731).
 17 _____

18 ***b. Political and Ideological Script for Union Time.***

19 As discussed, Union Recruiters must _____
 20 _____

21 Although the Union _____
 22 _____

23 ¹⁸ The Freedom Foundation is devoted to informing homecare aides about their constitutional right to opt out of
 24 union membership.
 25 ¹⁹ _____

26 ²⁰ See Olson Decl., Ex. B (Union Dep. 38:15-16 (_____)’); Olson Decl., Ex. F (Union
 27 256-259); Olson Decl., Ex. B (Union Dep. 38: 11 _____)
 28 _____ Olson Decl., Ex. F (Union 264-267); Olson Decl., Ex. F (Union 1094) (E-mail from

1 According to

2 [REDACTED] Olson Decl. Ex. F (Union 264-267: [REDACTED]); (Union 1099-1103: [REDACTED])

3 [REDACTED]; (Union 256-259: [REDACTED]) The

6 7 *Id.*

8 *Id.*

11 *Id.*

14 *Id.*

16 See *id.* Instead, in mandatory meetings where IPs are
17 already required to sign mountains of documents,

23 Union employee date: [REDACTED] with the subject heading [REDACTED]; Olson Decl., Ex., F (Union 1099-1103);
24 [REDACTED]

Id.

Olson Decl., Ex. I (Union 1000).

²¹

Freedom Foundation represents homecare workers, pro-bono, who seek to assert their First Amendment Rights against their Union, that hundreds of homecare workers have reached out to the Freedom Foundation upon learning of the United States Supreme Court decision in *Harris* that providers cannot be compelled to support unions, financially or otherwise, or that the Union is spending hundreds of thousands of dollars of homecare workers' wages in fighting to prevent homecare workers of knowing their constitutional right to opt out of union membership. *See* <https://www.freedomfoundation.com/>.

²¹ *See* Olson Decl. Ex. B (Union Dep. 32:17-21), Olson Decl. Ex. S.

²² Olson Decl. Ex. F (Union 264-267: "IP Orientation Rap"); (Union 1099-1103: "Union Times-Basic Training Rap Spring/Summer 2016"); (Union 256-259: "CE Union Times Rap").

c. *Political, Ideological and Coercive Nature of Recruiters' Implementation of Union Time.*

Recruiters are already well immersed in union activity,²³ results in a shocking disregard for basic civility to IPs and failure to secure informed free choice from them. More shocking is the State's abdication of any protection of its IPs from these known abuses.

Many IPs and State workers report that Recruiters exert heavy pressure on them to sign up for Union membership and make political donations. For instance, on [REDACTED]

[REDACTED] Olson Decl., Ex. Q (P 12426-27). After further investigation, the State determined that

Id.

²³ See Olson Decl., Ex. B (Union Dep. 29:17-20, Dec. 13, 2016).

1 [REDACTED]
2 [REDACTED]
3 [REDACTED]
4 Olson Decl., Ex. O (P 821). [REDACTED]
5 [REDACTED]
6 [REDACTED]
7 [REDACTED]
8 [REDACTED]
9 Olson Decl., Ex. O (P 822). [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 [REDACTED]
13 [REDACTED]
14 [REDACTED]
15 [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 Olson Decl., Ex. O (P 822-23). [REDACTED]
23 [REDACTED]
24 [REDACTED]

Olson Decl., Ex. R (P 16810). [REDACTED]

1 [REDACTED]
2 [REDACTED]
3 [REDACTED] *Id.*
4 [REDACTED]
5 [REDACTED]
6 [REDACTED]
7 [REDACTED]
8 [REDACTED]
9 [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 [REDACTED]
13 [REDACTED]
14 [REDACTED]
15 [REDACTED]
16 Olson Decl., Ex. O (P 831) (emphasis added).
17 [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 [REDACTED]
23 Olson Decl., Ex. O (P 833-834).
24

d. Union Grievances to maintain political, ideological and coercive Union Time.

More troublesome is the Union's numerous "grievances" against the State to maintain its aggressive and abusive implementation of Union Time. When State employees attempt to assist IPs, provide them with accurate information, or enforce the time limits during the contracting appointments, the Union immediately lodges complaints, files grievances, and threatens unfair labor practice actions against the State.

For instance,

Olson Decl., Ex. S (3322).

_____ Olson Decl., Ex. Y (emphasis added). The Union also felt it problematic that State employees were attempting to assist IPs in their confusion, amidst being pressured to join the Union. *See id.*

On f

1 Olson Decl., Ex. O (P 838) (emphasis added). [REDACTED]

2 [REDACTED]

3 [REDACTED]

4 Olson Decl., Ex. O (827, 839). [REDACTED]

5 [REDACTED]

6 [REDACTED]

7 [REDACTED]

8 [REDACTED]

9 [REDACTED]

10 Olson Decl., Ex. O (P 847) [REDACTED]

11 [REDACTED] *Id.*

12 D. PLAINTIFFS' EXPERIENCES WITH UNION TIME.

13 a. *Kenneth Alvarez*

14 Plaintiff Kenneth Alvarez works as an IP and provides care for his fiancé. Olson Decl., Ex.
 15 C (Alvarez Dep. 10:15-23, Dec. 8, 2016). When Mr. Alvarez expressed interest in becoming at IP,
 16 he "was told I needed to come in for a contract signing, to pick up paperwork to get fingerprinted,
 17 wait for a background check, get some DVDs to watch for the training, and then once that was all
 18 done, I would go to the training courses." *Id.* at 25:1-5.

19 On March 4, 2015, Mr. Alvarez went to the State office and met with a State employee. *Id.*
 20 at 23:10-20. Among the other documents the State employee gave to Mr. Alvarez, she also gave
 21 him a union membership application and told him to fill it out or he could not get the job. *Id.* at
 22 16:11-16, 17:2-5.

1 After the contracting appointment, Mr. Alvarez registered for training classes online. *Id.* at
 2 32-33. When registering, Mr. Alvarez could only choose the days on which to take the classes; he
 3 could not choose among individual classes. *Id.* at 33:9-13. Thus, he registered for the embedded
 4 Union Time when he registered for the basic training classes “[b]ecause it was all bundled together
 5 with the rest of the classes[,]” meaning “[i]t was one thing to click on to sign up for all the classes.”
 6 *Id.* at 35:1-6.

7 On April 11, 2015, Mr. Alvarez arrived at 8:30 a.m. as instructed to begin his training. He
 8 was never told that he did not have to arrive at 8:30 a.m., instead of 9:00 a.m., and that he did not
 9 have to attend Union Time. Alvarez Decl. ¶ 20. He attended Union Time under the impression it
 10 was required, “[b]ecause it was bundled in with the training courses which I needed to get my
 11 certification.” Olson Decl. Ex. C (Alvarez Dep. 39:11-14, Dec. 8, 2016). During Union Time, the
 12 recruiter handed out union membership cards to all attendees to fill out. Alvarez Decl. ¶¶ 18-19.
 13 Mr. Alvarez informed the Recruiter that he had already filled one out, but the Recruiter instructed
 14 him to fill it out again. *Id.* In accordance with the Recruiter’s instructions, Mr. Alvarez completed
 15 the union membership application. *Id.* At no point before or during Union Time was Mr. Alvarez
 16 informed that Union Time was optional. *Id.*

17 On December 5, 2016, Assistant Secretary of DSHS Bill Moss sent Mr. Alvarez a letter
 18 informing Mr. Alvarez that “you are not, at any time, required to meet with representatives from
 19 SEIU 775 as a condition of employment.” Olson Decl. Ex. C (Alvarez Dep. 71:25, 72:1-5). Mr.
 20 Alvarez had received no prior indication from the State or the Union that Union Time was optional.
 21 Alvarez Decl. ¶ 20. A month earlier he had received a follow-up email from SEIU Partnership
 22 which mentioned the MOU as one of the updates to the collective bargaining agreement. Olson
 23 Decl. Ex. C (Alvarez Dep. 63:17-25; 64:1-6).

1 ***b. Raul Flores***

2 Plaintiff Raul Flores works as an individual provider and has provided care to his nephew
3 since July 2016. Olson Decl. Ex. D (Flores Dep. 8:23-25, 9:1-5, Dec. 12, 2016). He became an IP
4 to provide relief for his mother, who primarily takes care of his nephew. Flores Decl. ¶ 3. After
5 Mr. Flores expressed interest in becoming a provider, DSHS called Mr. Flores's mother to inform
6 her that Mr. Flores needed to attend a contracting appointment at a state office and complete a
7 series of forms in order to provide care for his nephew. *Id.* ¶ 4. DSHS also sent Mr. Flores a letter
8 instructing him to come into a State office to sign a contract, receive training information, union
9 materials, and an Employment Reference Guide. *Id.* ¶ 5.

10 Pursuant to the State's instruction, Mr. Flores went to DSHS office on July 5, 2016 to
11 attend a contracting appointment and complete the required forms. *Id.* ¶ 6. When he arrived, DSHS
12 employee Gina Thomas came out to the waiting area, introduced herself, and told Mr. Flores to
13 follow her into a back room to sign paperwork. *Id.* ¶ 7. After they sat down, another lady walked
14 in and introduced herself as Peggy from the Union. *Id.* ¶ 8. Gina told Mr. Flores that Peggy was
15 going to speak to him for about 10 to 15 minutes, and then Gina left the room. *Id.* At that time,
16 Mr. Flores did not differentiate between the State and the Union because he was required to be in
17 that room, and a lady from the union was at an appointment that the State had required him to
18 attend. *Id.* ¶ 9. No one informed Mr. Flores that he did not have to remain with Peggy after Gina
19 left—the only instruction he received was that he had to attend the contracting appointment as a
20 condition of employment. *Id.* ¶ 10. At the time he met with Peggy, he had not yet signed any
21 paperwork to become an IP, and thus was not a part of the IP bargaining unit represented by the
22 Union. *Id.*

1 During the following fifteen minutes, Peggy spoke to Mr. Flores about the benefits of union
 2 membership, the union's political activities, how it was important to "get the right people in office
 3 politically to push...what they're fighting for," and that "it didn't cost anything to be in the union."
 4 Olson Decl. Ex. D (Flores Dep. 23:20-15, 24:1 29:10-21, Dec. 12, 2016). While speaking, Peggy
 5 handed him a flyer entitled "The Union Difference," which she referred to throughout her speech.
 6 Flores Decl. ¶ 12. Peggy also handed Mr. Flores a union membership application. *Id.* ¶ 13. Peggy
 7 informed him that she would go over the application very quickly and read what was on the form.
 8 *Id.* Peggy told him that it did not cost anything to fill out the form, that he would get some insurance
 9 and a bonus, and that he'd get discounts at certain stores and other services. *Id.* Mr. Flores did not
 10 read the form's fine print because Peggy was going over the application very quickly and reading
 11 its contents to him. *Id.* Since Peggy told him it didn't cost anything to be in the union, Mr. Flores
 12 signed the form. *Id.*

13 When Gina returned and Peggy had left, Gina handed Mr. Flores several documents that
 14 contained instructions regarding basic training and continuing education classes. *Id.* ¶ 14. The
 15 documents stated that Mr. Flores needed to take basic training through SEIU Partnership to become
 16 an IP, and included a reminder to make sure to attend the scheduled classes. *Id.* Nothing in the
 17 documents informed Mr. Flores that Union Time that would occur during basic training and
 18 continuing education classes. *See id.*

19 Mr. Flores first learned that union membership was costly when he reviewed his first
 20 paycheck online and saw deductions for both union dues and a political contribution. *Id.* ¶ 15. He
 21 called the union, but when no one returned his calls he called Peggy directly. *Id.* ¶ 16. When he
 22 reached Peggy, he told her that she had misinformed him by telling him that union membership
 23 was free. *Id.* Peggy responded by repeatedly insisting that union dues were how the union got its
 24

1 money. *Id.* After she repeated herself several times, she finally told him that all she could do was
 2 to tell Mr. Flores to call the office. *Id.* He told her that he had already called the union's office,
 3 that the office had not responded to any of his calls, which is why he had called her. *Id.* She then
 4 told him that there was nothing she could do. *Id.*

5 During the contracting appointment, DSHS directed Mr. Flores to register for basic training
 6 with SEIU Partnership because he had to complete the training required to provide care to his
 7 nephew. *Id.* ¶ 14. When registering for basic training, Mr. Flores could only choose a group of
 8 classes; he was not given the choice or allowed to select individual training classes or Union Time.
 9 *Id.* ¶ 18. Nor did he see any indication that Union Time was "optional," which would have allowed
 10 him to arrive at 9:00 a.m., instead of the 8:30 a.m., on the first day of training. *Id.* Instead, after
 11 registering for the required group of training classes as instructed by DSHS, he received a notice
 12 to arrive for the first day of training, which began at 8:30 a.m. with Union Time. *Id.* ¶ 19. He was
 13 also informed not to be late, or he would need to reschedule the class entirely. *Id.*

14 On October 10, 2016, Mr. Flores arrived to his first day of training at 8:30 a.m. as
 15 instructed. *Id.* ¶ 21. Yet Mr. Flores, as well as the rest of his class, sat waiting from 8:30 to 9:00
 16 a.m.—waiting, waiting, waiting and no one appeared, as the Recruiter never arrived. *Id.* Near the
 17 end of the first real training class, at approximately 10:30 a.m., just before the first break, a sign-
 18 up sheet was passed around for the training attendees to sign to confirm their attendance. *Id.* ¶ 22.
 19 A sign-up sheet was passed around three times per day, and if the students did not sign their name
 20 each time they did not get credit for attending that day. *Id.* Mr. Flores did not read the fine print of
 21 the sign-up sheet, but signed because he had been there since 8:30 a.m. and understood he had to
 22 sign in for attendance to receive the state-required credit for attending. *Id.*

1 The union representative finally appeared the following Friday, October 14, 2016, at 9:00
 2 a.m. at the beginning of the first real class of the day. *Id.* ¶ 23. The union representative was Peggy,
 3 the same representative Mr. Flores spoke with during his contracting appointment. *Id.* She began
 4 speaking shortly after 9:00 a.m. on the same topics discussed in his contracting appointment—
 5 including union benefits, its political activities, and a plea to contribute financially to fund the
 6 union’s activities. *Id.* ¶ 24. Peggy spoke for about 30-40 minutes, none of which was made up
 7 during the remainder of the real training. *Id.* ¶ 26. Thus, the remainder of training for that morning
 8 was compressed into the remaining time, but to the best of Mr. Flores’s knowledge he had fully
 9 completed the training session that morning as required by the State. *Id.*

10 On December 5, 2016, DSHS sent Mr. Flores a letter informing him that “you are not, at
 11 any time, required to meet with representatives from SEIU 775 as a condition of employment.” *Id.*
 12 ¶ 27. Prior to receiving the letter, Mr. Flores did not understand that he was not required to sit
 13 through or attend Union Time, especially since the Union Time he attended occurred in the midst
 14 of his required real training. *Id.* However, neither Defendant has provided instructions on how to
 15 opt out of Union Time when it occurs in the midst of training. *Id.* ¶ 28.

16 *c. Carol Shetler*

17 Plaintiff Carol Shetler works as an IP who began providing care for her sister, and now
 18 provides care for her son. Shetler Decl. ¶ 3. In 2016, Ms. Shetler’s state-appointed case manager
 19 informed her that she needed to register for continuing education classes. *Id.* ¶ 4. Ms. Shetler
 20 proceeded to register for continuing education because “what your case manager tells you, you
 21 have to do, you better do, or your contract is going to get dropped.” *Id.* ¶¶ 4, 5. When Ms. Shetler
 22 registered, she received a notification from SEIU Partnership warning the students not to be late.

1 *Id.* ¶ 9. Ms. Shetler knew the warning was serious because she had seen people turned away for
 2 arriving ten minutes late at previous continuing education classes. *Id.*

3 On May 10, 2016, Ms. Shetler arrived at the designated location for her continuing
 4 education class. *Id.* ¶ 10. At 9:00 a.m., the instructor told the class that they would wait for the
 5 union representative before starting the actual required education. *Id.* The class waited, but when
 6 it became apparent that the Union Recruiter was not going to show up, the instructor proceeded
 7 with education class. *Id.*

8 On June 28, 2016, Ms. Shetler attended another continuing education class at 8:15 a.m. *Id.*
 9 ¶¶ 11, 12. Ms. Shetler was particularly interested in this class on stroke care because her son had
 10 suffered a stroke and the stroke class was not offered online. *Id.* ¶ 11. Thus, Ms. Shetler understood
 11 that “I was required—you know, if I wanted that class, I needed to go in person.” Olson Decl. Ex.
 12 E (Shetler Dep. 34:20-23, Dec. 16, 2016).

13 To Ms. Shetler’s surprise, a Union Recruiter arrived during the June 28 class. *Id.* at 39:12-
 14 18. The instructor informed the class that a Union Recruiter was “here to speak to you,” but did
 15 not inform the class that Union Time was optional. *Id.* at 44:12-15. Given that Ms. Shetler was
 16 required to take twelve hours of continuing education, and that a Union Recruiter was going to
 17 speak in the midst of those required twelve hours, Ms. Shetler “believe[d] that [she] was required
 18 to listen to the union presentation.” *Id.* at 44:25, 45:1-2. Ms. Shetler recalled that “I’m there and
 19 taking the class, and you’re in your seat and she’s giving her spiel. And I did not think to even [ask
 20 the Recruiter whether she was required to listen to the union presentation] – I was not in that train
 21 of thought.” *Id.* at 45:11-18.

22 The Recruiter proceeded to pass out union membership applications to each and every IP.
 23 Shetler Decl. ¶ 15. When some IPs informed the Recruiter that they had already signed the
 24

1 membership applications, the union representative stated that they needed to sign them again
 2 because the Union was updating their records. *Id.* ¶ 15. The Union Recruiter continued with her
 3 presentation and encouraged IPs to sign up for political contributions. *Id.* Something the Recruiter
 4 said caused Ms. Shetler to raise her hand and inform the class that they did not have to be a
 5 members of the union. *Id.* ¶ 16. Ms. Shetler also shared that the union had not been helpful, she
 6 had some bad personal experiences, and that she disagreed with the political aspect of the union.
 7 *Id.* ¶ 16. Ms. Shetler felt that she did what she had to do, but it took her a lot of courage to speak
 8 out and it left her shaking. *Id.* ¶ 17.

9 On September 22, 2016, Ms. Shetler went to a State office in Vancouver, Washington to
 10 attend her quadrennial contracting appointment. Olson Decl. Ex. E (Shetler Dep. 24:5-13, Dec. 16
 11 2016). Ms. Shetler arrived at the office, signed in, was ushered into a conference room, and sat
 12 down with a group of 6-8 other IPs. *Id.* at 24:7-13, 25:2-10; Shetler Decl., ¶ 19. Although a Union
 13 Recruiter did not show up, Ms. Shetler was given multiple documents to sign. *Id.* She came to one
 14 document that indicated that union membership was required for IPs. Shetler Decl. ¶ 20. Ms.
 15 Shetler spoke up and informed the State employee that the document needed to be updated. Olson
 16 Decl. Ex. E (Shetler Dep. 27:22-23, Dec. 16, 2016). The State employee informed Ms. Shetler that
 17 she was just reading the document. Ms. Shetler recalled that “it’s very hard to speak up because
 18 other people that may be pro-union will come back at you, and they did—other people did make
 19 statements[.]” *Id.* at 28:7-10.

20 On December 5, 2016, Assistant Secretary of Bill Moss sent Ms. Shetler a letter informing
 21 Ms. Shetler that “you are not, at any time, required to meet with representatives from SEIU 775 as
 22 a condition of employment.” Shetler Decl. ¶ 21. Prior to receiving the letter, she did know that
 23
 24

Union Time was optional, especially since the Union Time she attended occurred in the midst of her required training. *Id.*

III. STATEMENT OF THE ISSUES

1. Whether attendance at Union Time violates IPs' First Amendment rights, both facially and as applied to Plaintiffs.

2. Whether Defendants' failure to inform IPs of the optionality of Union Time violates Plaintiffs' First Amendment rights.

IV. EVIDENCE RELIED UPON

Plaintiffs rely upon the Complaint, Answers, this Motion, and the Declarations and attached exhibits filed and cited herein.

V. ARGUMENT

A. SUMMARY JUDGMENT IS WARRANTED.

After discovery concludes, a court "shall grant summary judgment if the movant shows that there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law." Fed. R. Civ. P. 56(a); *Celotex Corp. v. Catrett*, 477 U.S. 317, 322-23 (1986). "[T]here is no issue for trial unless there is sufficient evidence favoring the nonmoving party for a jury to return a verdict for that party." *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 249 (1986). If the nonmoving party's evidence is "merely colorable, or is not significantly probative, summary judgment may be granted." *Friedman v. Live Nation Merchandise, Inc.*, 833 F.3d 1180, 1185 (9th Cir. 2016). Here, there are no genuine disputes of any material facts. No party disputes that Plaintiffs are compelled to attend contracting appointments, basic training, and continuing education. No party disputes that Union Time occurs immediately before or during the mandatory appointments or training. No party disputes that the Union engages in pressurized political and

ideological speech during Union Time. Finally, no party disputes that Defendants did not—at any time—tell Plaintiffs of the optionality of Union Time until December 5, 2016, until well into the instant litigation just prior to the deadline for filing dispositive motions. Summary judgment is warranted.

B. THE STATE AND THE UNION VIOLATED PLAINTIFFS' FIRST AMENDMENT RIGHTS BY COMPELLING PLAINTIFFS TO LISTEN TO CHARGED POLITICAL AND IDEOLOGICAL SPEECH.

a. The First Amendment's purpose is to ensure freedom of thought.

It is well established that the First Amendment protects individuals' freedom of the mind against encroaching government and officially disciplined uniformity. In *West Virginia State Board of Education v. Barnette*, 319 U.S. 624, 636-37 (1943), the Supreme Court acknowledged that the Constitution's very existence depended upon its protections of individual thought and expression:

If there is any fixed star in our constitutional constellation, it is that no official, high or petty, can prescribe what shall be orthodox in politics, nationalism, religion, or other matters of opinion or force citizens to confess by word or act their faith therein.

Id. at 642. Ultimately, the Court held that “the action of local authorities in compelling the flag salute and pledge transcends constitutional limitations on their power and *invades the sphere of intellect and spirit which it is the purpose of the First Amendment to our Constitution to reserve from all official control.*” *Id.* (emphasis added).²⁴

²⁴ See also *Barnette*, 319 U.S. at 645 (J. Murphy, concurring) (“The right of freedom of thought and of religion as guaranteed by the Constitution against the State action includes both the right to speak freely and the right to refrain from speaking at all, except in so far as essential operations of government may require it for the preservation of an orderly society.”).

Courts have continued to affirm the principle that the constitution protects the freedom of the mind in the seventy years following *Barnette*.²⁵ Freedom of the mind is afforded such strong protection because it is the essential prerequisite for free society:

A persistent, positive translation of the liberating faith into the feelings and thoughts and actions of men and women is the real protection against attempts to strait-jacket the human mind. Such temptations will have their way, if fear and hatred are not exorcized. The mark of a truly civilized man is confidence in the strength and security derived from the inquiring mind. We may be grateful for such honest comforts as it supports, but we must be unafraid of its incertitudes. Without open minds there can be no open society. And if society be not open the spirit of man is mutilated and becomes enslaved.

Dennis v. United States, 341 U.S. 494, 556 (1951).

To protect freedom of thought, the First Amendment subjects compelled speech to exacting scrutiny. *See Wooley v. Maynard*, 430 U.S. 705, 714 (1977) (“The right to speak and the right to refrain from speaking are complementary components of the broader concept of individual freedom of mind.”); *Barnette*, 319 U.S. at 633-34; *Frudden v. Pilling*, 742 F.3d 1199, 1205, 1207 (9th Cir. 2014) (subjecting compelled speech to strict scrutiny). Freedom from compelled speech is necessary to foster an environment in which an individual may form his or her own thoughts and opinions:

Our precedents have focused not only on the role of the First Amendment in fostering individual self-expression but also on its role in affording the public access to discussion, debate, and the dissemination of information and ideas. And we have recognized that the State may not, consistently with the spirit of the First

²⁵ *See, e.g., Wallace v. Jaffree*, 472 U.S. 38, 54 (1985) (“Just as the right to speak and the right to refrain from speaking are complementary components of a broader concept of individual freedom of mind...”); *Wooley v. Maynard*, 430 U.S. 705, 714 (1977); *Thomas v. Collins*, 323 U.S. 516, 531 (1945) (“[t]he First Amendment gives freedom of mind the same security as freedom of conscience.”); *U.S. v. Williams*, 444 F.3d 1286, 1299 (11th Cir. 2006), *reversed on other grounds*, 553 U.S. 285 (2008) (“Freedom of the mind occupies a highly-protected position in our constitutional heritage.”); *Doe v. City of Lafayette, Ind.*, 377 F.3d 757, 777 (7th Cir. 2004) (“Given the Court’s long-standing recognition of the freedom of thought, the City of Lafayette’s ban order must be analyzed in light of the principle that freedom of the mind occupies a highly-protected position in our constitutional heritage.”); *A Woman’s Friend Pregnancy Resource Clinic v. Harris*, 153 F. Supp.3d 1168, 1189 (E.D. Cal. 2015) (“The Supreme Court has held that the right of freedom of thought protected by the First Amendment against state action includes both the right to speak freely and the right to refrain from speaking at all.”) (internal quotations omitted); *U.S. v. Korner*, 56 F. Supp. 242, 249 (S.D. Cal. 1944) (“Such membership and activities standing alone come within the protection of the general constitutional rule which guarantees freedom of thought, speech, and assembly.”).

Amendment, contract the spectrum of available knowledge. In keeping with this principle, we have held that in a variety of contexts the Constitution protects the right to receive information and ideas. This right is an inherent corollary of the rights of free speech and press that are explicitly guaranteed by the Constitution...

Board of Educ., Island Trees Union Free School Dist. No. 26 v. Pico, 457 U.S. 853, 866-67 (1982) (quotations and citations omitted). Underlying the compelled speech doctrine is a belief that forcing a person to communicate a message undermines his ability to think for himself.

By forcing an individual to express or adopt a point of view that he may find unacceptable, the state “invades the sphere of intellect and spirit which it is the purpose of the First Amendment to our Constitution to reserve from all official control.” *Wooley*, 430 U.S. at 715 (citing *Barnette*, 319 U.S. at 642); *see also Abood v. Detroit Bd. of Educ.*, 431 U.S. 209, 234-35 (1977)) (“[A]t the heart of the First Amendment is the notion that an individual should be free to believe as he will, and that in a free society one’s beliefs should be shaped by his mind and his conscience rather than coerced by the State.”).

Protections of the freedom of thought are particularly strong when applied to political speech:

Discussion of public issues and debate on the qualifications of candidates are integral to the operation of the system of government established by our Constitution. The First Amendment affords the broadest protection to such political expression in order to assure the unfettered interchange of ideas for the bringing about of political and social changes desired by the people.

Buckley v. Valeo, 424 U.S. 1, 14 (1976), *superseded on other grounds, see McConnell v. Fed. Election Comm’n*, 540 U.S. 93 (2003). *See also Citizens United v. Fed. Election Comm’n*, 558 U.S. 310 (2010) (“The First Amendment has its fullest and most urgent application to speech uttered during a campaign for political office.”). Indeed, “[t]he maintenance of the opportunity for free political discussion to the end that government may be responsive to the will of the people and that changes may be obtained by lawful means, an opportunity essential to the security of the

1 Republic, is a fundamental principle of our constitutional system.” *Carey v. Brown*, 447 U.S. 455,
2 467 (1980) (quoting *Stromberg v. People of State of Cal.*, 283 U.S. 359, 370 (1931)).

3 Political expression is broadly protected, and participation in public-sector unions is itself
4 a form of political expression. *See Harris*, 134 S.Ct. at 2632-33 (“Collective bargaining concerns
5 the union’s dealings with the employer; political advocacy and lobbying are directed at the
6 government. But in the public sector, both collective-bargaining and political advocacy and
7 lobbying are directed at the government”). Indeed, the inherently political nature of both public-
8 sector unions and collective bargaining with the State is one of most hotly discussed and contested
9 public issues today.²⁶

10 ***b. First Amendment protections of freedom of thought extends to those who***
11 ***receive speech.***

12 In furtherance of freedom of thought, the First Amendment protects those who receive
13 speech. *See Griswold v. Connecticut*, 381 U.S. 479, 482-82 (1965) (“The right of freedom of
14 speech and press includes not only the right to utter or to print, but the right to distribute, the right
15 to receive, and freedom to teach... Without those peripheral rights the specific rights would be less
16 secure.”); *Kreimer v. Bureau of Police for Town of Morristown*, 958 F.2d 1242, 1252 (3d Cir.
17 1992) (“Hence, the First Amendment, like other constitutional guarantees, encompassed the
18 ‘penumbral’ right to receive information to insure its fullest exercise.”). This is because “the right
19 to receive ideas [necessarily secures] the *recipient’s* meaningful exercise of his own rights of
20 speech, press, and political freedom.” *Pico*, 457 U.S. at 867 (emphasis in original). *See also*
21 *Caroline Mala Corbin, The First Amendment Right Against Compelled Listening*, 89 B.U. L. Rev.

22
23 ²⁶ *See* McArdle, Megan, *You Can’t Be Neutral in a Public-Sector Union*, BLOOMBERG (Jan. 11, 2016); Richard D.
24 Kahlenberg, *How Defunding Public Sector Unions Will Diminish Our Democracy*, THE CENTURY FOUNDATION
(Jan. 6, 2016); Catherine L Fisk & Erwin Chemerinsky, *Political Speech and Associational Rights After Knox v.*
SEIU Local 1000, 98 CORNELL L. REV. 1023 (2013).

939 (2009) (arguing that just as the First Amendment protects the right to speak, the right to listen, and the right against being compelled to speak, the First Amendment also protects against compelled listening); Laurent Sacharoff, *Listener Interests in Compelled Speech Cases*, 44 Cal. W. L. Rev. 329, 333, 384 (2008) (showing that the justifications for free speech protection focus on protecting the mind of the listener, not the mind of the speaker).

The First Amendment’s “captive audience doctrine” protects a person from unwelcome speech—or protects the “right to be let alone.” *Hill v. Colorado*, 530 U.S. 703, 716-17 (2000). Indeed, “[a speaker] has no right to force his message upon an audience incapable of declining to receive it.” *Lehman v. City of Shaker Heights*, 418 U.S. 298, 307 (1974) (Douglas, J., concurring).

Although the right to be left alone is not absolute, the captive audience doctrine applies most strongly when a person: (1) cannot readily avoid a message; and (2) cannot realistically avoid the location where the message is delivered. *See Hill*, 530 U.S. at 715-18; *Frisby v. Schultz*, 487 U.S. 474, 484-85 (1988) (holding that residents in their homes constitute a captive audience because individuals have a right to avoid unwanted speech within the privacy of their own homes). Employees may also constitute a “captive audience” for messages that bear the employer’s imprimatur and are promulgated at the workplace. *See Resident Advisory Bd. v. Rizzo*, 503 F. Supp. 383, 402 (E.D. Pa. 1980) (holding that “[t]he workers at the...jobsite are a captive audience, who must remain on the jobsite during the workday...the workers at the...jobsite are powerless to avoid bombardment by derisive speech and noise from the...defendants’ amplification system short of giving up their jobs.”); *Robinson v. Jacksonville Shipyards, Inc.*, 760 F. Supp. 1486, 1535-36 (M.D. Fla.1991) (“few audiences are more captive than the average worker”). Although the captive audience doctrine has traditionally been applied to private speech, the protections of receiver of

1 speech apply with equal force to the government.²⁷

2 ***c. The First Amendment abhors viewpoint discrimination.***

3 Finally, the First Amendment abhors government viewpoint discrimination. Viewpoint
4 discrimination occurs when there is an “indication that [the government] intended to discourage
5 one viewpoint and advance another.” *Perry Educ. Ass’n v. Perry Local Educators’ Ass’n*, 460 U.S.
6 37, 49 (1983). The government must avoid regulating speech when the “specific motivating
7 ideology or the opinion or perspective of the speaker is the rationale for the restriction.”
8 *Rosenberger v. Rectors & Visitors of Univ. of Va.*, 515 U.S. 819, 829 (1995). If the government
9 favors or disfavors speech based on the ideology of its message, it must meet strict scrutiny, i.e.
10 the government’s action is narrowly tailored to achieve a compelling government interest. *See*
11 *Reed v. Town of Gilbert*, 135 S.Ct. 2218, 2227 (2015) (explaining that a content discriminatory
12 sign ban is subject to strict scrutiny).

13 ***d. Forced attendance at Union Time violates Plaintiffs’ freedom not to receive***
14 ***speech.***

15 Here, the State and the Union infringe on Plaintiffs’ freedom of the mind, and specifically,
16 Plaintiffs’ right not to receive speech, by having forced (or constructively forced) Plaintiffs to
17 attend a heavily political and ideological Union propaganda session (Union Time) as condition for
18 employment. Like the streetcar audience in *Lehman*, 418 U.S. at 302 (1974), Plaintiffs are in the
19 exact location where Union Time occurs “as a matter of necessity, not of choice” because the
20 locations where Union Time occurs are the exact locations of the State-mandated contracting
21
22

23 ²⁷ See *Doe ex rel. Doe v. Governor of New Jersey*, 783 F.3d 150 (3d Cir. 2015) (“However, the cases interpreting the
24 First Amendment do not contemplate that some speech may be restricted as to the speaker but not to the listener.
The listener’s right to receive information is reciprocal to the speaker’s right to speak.”) (citing *VA State Bd. of*
Pharm. v. Va. Citizens Consumer Council, Inc., 425 U.S. 748, 756-57 (1976)).

1 appointments, basic trainings, and continuing education classes. And these meetings are practically
 2 necessary because Defendants did not tell Plaintiffs that Union Time was optional.

3 That Union Time *sometimes* occurs immediately before the contracting appointments or
 4 basic training is a distinction without a difference, because neither Plaintiffs nor any IP are
 5 informed by the State or the Union that Union Time is optional or different from the remainder of
 6 the compelled meetings. In fact, two Plaintiffs experienced Union Time in the midst of the
 7 statutorily-required 70 hours of basic training and 12 hours of continuing education classes with
 8 no indication that the Union Time was optional or that the basic training and continuing education
 9 lost to Union Time would be made up later.

10 At these Union Times, Plaintiffs are a captive audience because they cannot readily avert
 11 their eyes or close their ears to hear the message. *See Hill*, 530 U.S. 703 (2000). Indeed, because
 12 the State requires IPs to attend contracting appointments, basic training, and continuing education
 13 classes, these locations are essentially a work environment for IPs—and work environments are
 14 the quintessential captive audience. *See Rizzo*, 503 F. Supp at 402; *Jacksonville Shipyards,*
 15 *Inc.*, 760 F. Supp. at 1535-36.

16 Defendants will undoubtedly claim that Union Time does not infringe Plaintiffs' First
 17 Amendment rights because it became "optional" after this case was filed. Yet Defendants cannot
 18 point to any evidence indicating that Union Time is optional, apart from the just-sent State letter
 19 and the technical CBA revision contained in the MOU that the State refuses to distribute to IPs for
 20 fear of violating their contractual commitment to "neutrality." Olson Decl., Ex. A (State Dep.
 21 79:12-84:19, Dec. 15, 2016). Instead, the evidence shows that Plaintiffs and the other IPs are under
 22 the extremely reasonable impression that Union Time is as mandatory as the contracting
 23
 24

1 appointments, basic training, and continuing education classes in which the Union Time is
2 embedded.

3 Neither Defendant informed IPs that Union Time even occurs, apart from a State employee
4 or Partnership instructor briefly introducing a Recruiter immediately prior to Union Time. All the
5 literature that IPs receive prior to and during the required contracting appointments, basic training,
6 or continuing education classes do not mention that Union Time is optional. Most communications
7 do not mention Union Time at all. The only apparent reference to Union Time is a basic training
8 schedule that IPs receive from SEIU Partnership, which lists Union Time under a category of
9 *required* classes.

10 Plaintiffs and other IPs are also warned by SEIU Partnership that if they are more than
11 twenty minutes late to basic training, they risk being kicked out and having to go through
12 scheduling all over again and retake the course at a later time. Union Time at basic training usually
13 occurs during the first 30 minutes. Thus, IPs are told essentially that if they don't show up during
14 Union Time then they will be kicked out and have to reschedule their training all over again.
15 Defendants tell IPs they must show up for required appointment, basic training, or continuing
16 education classes. Plaintiffs and IPs are inevitably, and intentionally, made a captive audience to
17 Union Time without any knowledge of its optionality.

18 *e. The CBA and MOU fail to meet strict scrutiny.*

19 Both the CBA and the MOU force or constructively force Plaintiffs to receive politically
20 and ideologically charged speech with an extremely targeted viewpoint. Compelled political
21 speech automatically triggers strict scrutiny. *See Citizens United*, 558 U.S. at 340 (2010) ("Laws
22 that burden political speech are subject to strict scrutiny"). Viewpoint-based speech also triggers
23 strict scrutiny. *See Reed*, 135 S. Ct. 2218. Government policy triggers strict scrutiny and must
24

1 “pass the most demanding constitutional test” if it discriminates or promotes a particular viewpoint
 2 either facially or by its application. *Id.* at 2237-38 (internal citations and quotations omitted).

3 Here, both Defendants are well aware that Union Time consists of highly political and
 4 ideological speech. Not only is advocating for participation in a public-sector union inherently
 5 political, *see Harris*, 134 S.Ct. 2618, but the Union even concedes that it is [REDACTED] and

6 [REDACTED]
 7 [REDACTED] Olson Decl. Ex. F. Both
 8 Defendants are also well aware that Union Time consists of one particular, extremely targeted
 9 viewpoint. The Union uses, with the State’s consent, Union Time as a tool to [REDACTED] potential
 10 IPs—many of whom are not yet even a part of the bargaining unit—and curry support for a public-
 11 sector union, conduct membership drives, raise political donations, and generally convince IPs
 12 about the inherent goodness of the public-sector Union. *Id.* Recruiters also spend Union Time
 13 [REDACTED]’s against opposing viewpoints because [REDACTED]

14 [REDACTED] Olson Decl. Ex. L. The inherent political and ideological nature
 15 and viewpoint inoculation of Union Time triggers strict scrutiny. Further, the State has denied IPs
 16 the opportunity to hear another perspective on public sector unions when the State denied the
 17 Freedom Foundation’s request to speak at the contracting appointments.

18 To survive strict scrutiny, the contested CBA and MOU provisions “must be a narrowly
 19 tailored means of serving a compelling state interest.” *Frudden*, 742 F.3d at 1207. “Only rarely
 20 are statutes sustained in the face of strict scrutiny...strict-scrutiny is ‘strict’ in theory but usually
 21 fatal in fact.” *Bernal v. Fainter*, 467 U.S. 216, n. 6 (1984). In fact, the only plausible compelling
 22 interest the state can advance is an interest in promoting labor speech. But the Supreme Court has
 23 explicitly rejected providing special treatment to union speech is a compelling government interest.

1 *Carey*, 447 U.S. at 466-67.

2 Here, neither the CBA nor the MOU satisfies strict scrutiny. Facilitating Union access to
3 IPs—many of whom are not yet bargaining unit members and thus have no relationship to the
4 Union whatsoever—plainly is intended to promote union speech. But as the Court recognized in
5 *Carey*, favoring union speech—just as the CBA and the MOU do—is not a compelling government
6 interest.

7 Even assuming the government had a compelling interest in promoting or favoring union
8 speech, Union Time is also not narrowly tailored. The Union has conceded that it has an alternative
9 “robust communications program”²⁸ to reach IPs, which includes sending letters and e-mails,
10 making phone-calls and home-solicitation visits, and union gatherings.²⁹ The Union could utilize
11 any of these mediums, which it already does extensively, to facilitate non-compelled Union Time
12 with IPs. These non-compelled communications with IPs do not pose a burden on IPs’ freedom of
13 mind and freedom to receive speech, nor do they involve any government compulsion or sanction.
14 *See Perry Educ. Ass’n*, 460 U.S. 37 (holding that exclusive bargaining representative’s exclusive
15 access to teachers’ *mailboxes* and *interschool mail system* was not a First Amendment violation.).
16 At the very least, Union Time should occur at a separate time and place than State-mandatory
17 contracting appointments, basic training, and continuing education classes. Because many other
18 avenues are available for the union to spread its message, the State forcing IPs to attend highly-
19 politicized union time is not narrowly tailored and thus is unconstitutional.

20 Even if this Court decides that a lower standard of scrutiny applies, the CBA and MOU
21 provisions could not, and should not, surpass any lower standard of scrutiny. Union Time is
22

23 ²⁸ Olson Decl. Ex. B (Union Dep. 109:21-25, Dec. 13, 2016).

24 ²⁹ Job Description for SEIU 775 Communications Specialist, *available at*
<http://seiu775.org/files/2016/07/Communications-Specialist-1.pdf> (last accessed Aug. 15, 2017).

1 designed to inculcate and shape IPs' thoughts and opinions about a private political and ideological
 2 association, a union—a manipulation which strikes against the very heart of the First Amendment
 3 and a free society. For example, it would be fundamentally wrong for the State to allow the
 4 Republican Party time during an employee's mandatory training to inoculate workers against
 5 opposing views or the Democratic Party, yet, that is exactly what is occurring with Union Time.
 6 A free society cannot allow such a practice to stand.

7 *f. The appearance of voluntary cessation does not moot a case.*

8 Defendants may argue that Plaintiffs' claims are moot because several weeks after the
 9 filing of this lawsuit they replaced Articles 2.3 and 15.13(A) of the CBA with the MOU that states
 10 Union Time is "optional" and because two months prior to the filing of cross motions for Summary
 11 Judgment the State sent letters to Plaintiffs informing Plaintiffs that attendance at Union Time is
 12 optional. Defendants are wrong. First, the MOU fails to "make it absolutely clear" that forcing
 13 Plaintiffs to attend Union Time could not reasonably be expected to recur, especially since MOUs,
 14 like the CBA Articles it replaced, can be entered anytime to undo an earlier MOU or CBA. Second,
 15 the State's letters have no effect on the First Amendment violations that already occurred.

16 Regarding the MOU, Defendants took approximately [REDACTED] to amend and substitute a
 17 portion of the CBA—[REDACTED] less that could easily be replicated to enter into another MOU
 18 making Union Time compulsory again. Entering into MOUs is not an unusual practice for
 19 Defendants. Regarding the letters, the fact that the State had to issue the letters *supports* Plaintiffs'
 20 claims that both the CBA and the MOU are unconstitutional on their face. Without the State's
 21 letters, the CBA and MOU as written lead Plaintiffs to the reasonable belief that they must attend
 22 Union Time as a condition of employment.

Furthermore, Defendants' MOU and letters *did not actually lead to the cessation of any unconstitutional conduct*. Plaintiff Flores's and Shetler's Union Time experiences prove that the MOU did nothing to lessen the First Amendment violations, and the letter does not remedy past violations nor cure future violations since it does not explain how Plaintiffs are to implement their Union Time optionality. The case is not moot.

"It is well settled that a defendant's voluntary cessation of a challenged practice does not deprive a federal court of its power to determine the legality of the practice." *Friends of the Earth, Inc. v. Laidlaw*, 528 U.S. 167, 189 (2000) (quoting *City of Mesquite v. Aladdin's Castle, Inc.*, 455 U.S. 283, 289 (1982)). Instead, "[t]he standard for determining whether a defendant's voluntary conduct moots a case is stringent: [a] case might become moot if subsequent events made it absolutely clear that the allegedly wrongful behavior could not reasonably be expected to recur." *Bell v. City of Bolse*, 709 F.3d 890, 898 (9th Cir. 2013) (holding that the government did not moot a case by implementing a "Special Order" created in response to a lawsuit). "The heavy burden of persuading the court that the challenged conduct cannot reasonably be expected to start up again lies with the party asserting mootness." *Friends of the Earth, Inc.*, 528 U.S. at 189 (internal quotations and brackets omitted).

In a case where the government created a "special order" to try and avoid constitutional liability, the Ninth Circuit reasoned that "Even assuming Defendants have no intention to alter or abandon the Special Order, the ease with which the Chief of Police could do so counsels against a finding of mootness, as a case is not easily mooted where the government is otherwise unconstrained should it later desire to reenact the provision." *Bell*, 709 F.3d at 900. The law requires this Court to determine the constitutionality of requiring IPs to attend Union Time.

1 ***g. Defendants' engagement in collective bargaining does not swallow Plaintiffs' constitutional freedoms.***

2 Defendants may argue that administering Union Times is within their statutorily-defined
3 purview of collective bargaining, and Defendants Inslee and Lashway may argue that rules of
4 collective bargaining prevent the State from interfering with the politicized and coercive speech
5 of the Union *that they know occurs during Union Time*. The Court should reject any such
6 transparent attempts to circumvent constitutional rights. The Supreme Court explicitly rejected this
7 line of argumentation in *Barnette*:

8 The Fourteenth Amendment, as now applied to the States, protects the citizen
9 against the State itself and all of its creatures—Boards of Education not excepted.
10 ***These have, of course, important, delicate, and highly discretionary functions, but none that they may not perform within the limits of the Bill of Rights.*** That
11 they are educating the young for citizenship is reason for scrupulous protection of
12 Constitutional freedoms of the individual, if we are not to strangle the free mind at
its source and teach youth to discount important principles of our government as mere platitudes.

13 *Barnette*, 319 U.S. at 637. While the State may have discretionary authority to engage in collective
14 bargaining, the collective bargaining process and fear of unfair labor practice complaints cannot
15 be used as tools to swallow IPs' First Amendment rights.

16 **VI. CONCLUSION**

17 For the foregoing reasons, Defendants respectfully request that their Motion for Summary
18 Judgment be GRANTED, and that this Court declare that those portions of Articles 2.3 and
19 15.13(A) of the CBA and MOU that require Plaintiffs to attend Union Time are unconstitutional
20 both facially and as applied to Plaintiffs and declare that Defendants' past failure to inform
21 Plaintiffs of the optionality of Union Time violated Plaintiffs' First Amendment rights.

22
23 DATED this 15th day of February, 2017.

1
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CERTIFICATE OF SERVICE

I, Stephanie Olson, hereby declare under penalty of perjury under the laws of the State of Washington that on February 15, 2017, I caused the foregoing to be filed with the clerk, and caused a true and correct copy of the same to be sent via e-mail, to the following:

For Defendants SEIU 775:

- . Michael C Subit msubmit@frankfreed.com
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Dated: February 15, 2017

By: s/Stephanie Olson
Stephanie Olson, WSBA #50100

HON. ROBERT BRYAN

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT TACOMA**

Kenneth Alvarez, Carol Shetler and Raul Flores,
Individual Providers in Washington,

Plaintiffs,

v.

GOVERNOR JAY INSLEE, in His Official
Capacity as Governor of the State of Washington;
PATRICIA LASHWAY in Her Official Capacity
as Secretary of the Washington Department of
Social and Health Services (“DSHS”), SERVICE
EMPLOYEES INTERNATIONAL UNION
HEALTHCARE 775NW (“SEIU 775”), a labor
organization;

Defendants.

NO. 3:16-cv-5111

**PLAINTIFFS’ MOTION TO
TEMPORARILY SEAL DOCUMENTS**

**Noted for Consideration: February 24,
2017**

Pursuant to Local Rule 5(g)(2)(B), the Order on Stipulated Protective Order and Order Re:
Amended Complaint (Dkt. # 49), the Protective Order (Dkt. # 50), SEIU 775’s Motion to Amend
Protective Order (Dkt. # 54), the Amended Protective Order (Dkt. # 54-1), the Order on Motion to
Amend Protective Order (Dkt. # 59), and the Amended Protective Order (Dkt. # 60), Plaintiffs
move herewith to temporarily seal the below-listed documents because Defendants have designed

PLAINTIFFS’ MOTION TO TEMPORARILY
SEAL DOCUMENTS
NO. 3:16-cv-5111

those documents as “confidential” or the documents discuss materials designated as “confidential.” Plaintiffs are currently filing under seal only documents that Defendants have labeled as “confidential” or those documents that discuss at length “confidential” material, pursuant to the Amended Protective Order. (Dkt. # 60). Plaintiffs do not concede that these documents are confidential or should remain under seal and/or redacted permanently.

Pursuant to Local Rule 5(g)(1)(A), Plaintiffs’ counsel attempted to meet and confer as soon as they had finalized a list of documents to file in support of their Motion for Summary Judgment, and contacted counsel for Defendants on February 14, 2017. Defendants’ counsel were unable to meet and confer on that day or before the filing of this motion, and Plaintiffs’ counsel will schedule a meet and confer as soon as possible.

Pursuant to Local Rule 5(g)(4), Plaintiffs have filed placeholder documents labeled “FILED UNDER SEAL” for the below-listed Exhibits filed under seal. Plaintiffs have also filed a redacted Motion for Summary Judgment. Pursuant to Local Rule 5(g)(4), Plaintiffs’ counsel has sought to minimize the number of documents to be filed under seal.

Thus, in accordance with Local Rule 5(g), the below-listed documents are temporarily filed under seal—keeping in mind the strong presumption of public access to court files:

- 1) Exhibit A: Transcript of State’s 30(b)(6) deposition discussing confidential material throughout
- 2) Exhibit B: Transcript of Union’s 30(b)(6) deposition discussing confidential material throughout
- 3) Exhibit F: UNION 260-271, UNION 781-785, UNION 716-722, UNION 256-259, UNION 1094-1104, UNION 1106-1118
- 4) Exhibit G: UNION 724-739, UNION 747-756

- 1 5) Exhibit H: UNION 981
- 2 6) Exhibit I: UNION 1000
- 3 7) Exhibit J: UNION 1084
- 4 8) Exhibit K: UNION 1110-1113
- 5 9) Exhibit L: UNION 1437
- 6 10) Exhibit M: State P 1-7
- 7 11) Exhibit N: State P 99, P 124, P 136, P 114, P 102, P 90, P 132, P 129-130, P 125-127, P
- 8 135, P 96, P 108, P 115, P 122-123, P 119, P 111, P 105, P 134
- 9 12) Exhibit O: State P 819-874
- 10 13) Exhibit P: State P 4454-55
- 11 14) Exhibit Q: State P 12426-12427
- 12 15) Exhibit R: State P 16810
- 13 16) Exhibit X: UNION 979-980

14

15 **Other Documents:**

- 16 17) Plaintiffs' un-redacted Motion for Summary Judgment
- 17

18 DATED February 15, 2017

19 By: /s/ Stephanie Olson
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Attorney for Plaintiffs

CERTIFICATE OF SERVICE

I, Stephanie Olson, certify and state as follows:

1. I am a citizen of the United States and resident of the state of Washington.
2. I am over the age of 18 years.
3. I am employed by the Freedom Foundation, counsel to Plaintiffs in the above-referenced case.
4. I caused the foregoing document to be served upon counsel of record at the e-mail addresses stated below, on February 15, 2017.

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DATED: February 15, 2017, at Olympia, Washington.

s/Stephanie Olson
Stephanie Olson

HON. ROBERT J. BRYAN

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT TACOMA

Kenneth Alvarez, Carol Shetler and Raul Flores,
Individual Providers in Washington,

Plaintiffs,

v.

GOVERNOR JAY INSLEE, in His Official
Capacity as Governor of the State of Washington;
PATRICIA LASHWAY in Her Official Capacity
as Secretary of the Washington Department of
Social and Health Services ("DSHS"), SERVICE
EMPLOYEES INTERNATIONAL UNION
HEALTHCARE 775NW ("SEIU 775"), a labor
organization;

Defendants.

NO. 3:16-cv-5111

**DECLARATION OF PLAINTIFF
KENNETH ALVAREZ IN SUPPORT
OF PLAINTIFFS' MOTION FOR
SUMMARY JUDGMENT**

I, Kenneth Alvarez, hereby declare under penalty of perjury under the laws of the State of Washington that the forgoing is true and correct:

1. I am over the age of 18, have personal knowledge of the facts set forth herein, and am competent to testify.
2. I am a Plaintiff in the above-captioned case.
3. I work as an individual provider and provide care to my fiancé.

DECLARATION OF KENNETH ALVAREZ IN
SUPPORT OF PLAINTIFFS' MOTION FOR
SUMMARY JUDGMENT
No. 3:16-cv-5111

1 4. In November 2014, I expressed interest in becoming an IP, and I was directed to
2 call DSHS, at the Office of Aging and Long Term Care.

3 5. When I called DSHS, I was told that I needed to come in for a contract signing, to
4 pick up paperwork, to get fingerprinted, get some DVDs to watch for training, and that I would
5 then need to register for training classes.

6 6. On March 4, 2015, I went to an Aging and Long-Term Care office, which is under
7 the DSHS umbrella, for a contract signing. I met with a State employee named Shari Olson who
8 handed me a stack of papers.

9 7. One of the papers I received was a contracting checklist that listed the preliminary
10 steps I needed to complete during a contracting appointment to get employed as an IP. Attached
11 as **Exhibit A** is a true and accurate copy of the contracting checklist I received at my contracting
12 appointment.

13 8. I also received papers listing all the remaining steps I needed to complete to be
14 employed as an IP. Attached as **Exhibit B** is a true and accurate copy of the checklist I received
15 at my contracting appointment. The checklist states that I must register and attend basic training
16 held by SEIU Partnership. The checklist does not contain any references about Union Time, or
17 that Union Time will occur during basic training, or that it occurs at the same time and place that
18 basic training occurs, or that Union Time was optional for IPs.

19 9. I also received an Employment Reference Guide at my contracting appointment.
20 Attached as **Exhibit C** is a true and accurate copy of the Employment Reference Guide I
21 received. The Employment Reference Guide is published by the State and lists the guidelines and
22 rules I need to follow in order to be employed as an IP. On page 35, it states "All Individual
23 Providers (IPs) are required to pay union membership dues or nonmember fair share fees." Also,
24

1 there is nothing in the Employment Reference Guide that mentions that Union Time occurs
 2 during contracting appointments, basic training, or continuing education classes.

3 10. I also received another document briefly summarizing all the steps I needed to
 4 complete to become an IP. Attached as **Exhibit D** is a true and accurate copy of the brief
 5 summary of steps I received.

6 11. I also received union materials and a union membership application from the State
 7 employee at the contracting appointment. Attached as **Exhibit E** is a true and accurate copy of
 8 the union materials I received at my contracting appointment.

9 12. When I came to the union membership application, I pulled it out from the stack
 10 of papers and asked the State employee if I needed to sign it because I did not want to join or pay
 11 money to the union. I was told that I needed to become a union member or I would not get the
 12 job.

13 13. Because I was told that I needed to fill out a union membership application in
 14 order to become an IP, I completed and signed the application.

15 14. During my contracting session, I was told I needed to take basic training in order
 16 to become an IP. I understood that I had to take basic training through SEIU Partnership.

17 15. On March 21, 2015, I registered for basic training online through the SEIU
 18 Partnership website.

19 16. When I registered, I had a choice of days, but not of particular classes. All the
 20 classes were bundled together. I do not recall being able to choose any designated "Union Time"
 21 apart from the bundle of classes that I needed to select.

22 17. On April 11, 2015, I went to basic training at the designated location at 8:30 a.m.
 23 Attached as **Exhibit F** is a true and accurate copy of my training schedule.

1 18. During my first day of training, I was handed a union membership application
2 again by the union representative. Attached as **Exhibit G** is a true and accurate copy of the union
3 membership application form I received.

4 19. During basic training, I was told by the union representative that I needed to sign
5 it again and I would probably have to sign more. Based on the instructions, I completed and
6 signed the union membership application.

7 20. On or about December 5, 2016, I received a letter from DSHS informing me that I
8 was not required to meet with union representatives during contracting appointments, basic
9 training, or continuing education classes. Attached as **Exhibit H** is a true and accurate copy of
10 the letter I received from DSHS on that date. Prior to receiving the letter, I had not received any
11 notification from the State or the Union that I was not required to attend the union presentations
12 that occurred during my contracting appointment, basic training and continuing education
13 classes.

14 21. However, I am unsure how to implement and secure my new-found right not to
15 attend future union presentations, nor am I sure how I will be received by State employees or
16 training instructors when I fail to attend these union presentations, especially when they occur
17 within otherwise mandatory appointments or training.

18 22. I object to the union's speech and to having to attend to the union spiels during
19 my training.
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1
2 Signed February 14, 2017 in Spokane Valley, Washington.

3 By: 
4 Kenneth Alvarez

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DECLARATION OF KENNETH ALVAREZ IN
SUPPORT OF PLAINTIFFS' MOTION FOR

DECLARATION OF SERVICE

I, Stephanie Olson, hereby declare under penalty of perjury under the laws of the State of Washington that on February 15, 2017, I caused the foregoing document and related attachments to be delivered via e-mail to the following:

For Defendants SEIU 775:

- . Michael C Subit msubit@frankfreed.com
- . jfrancisco@frankfreed.com
- . Scott A Kronland skronland@altber.com jperley@altber.com

For State Defendants Inslee and Lashway:

- . Alicia O Young AliciaO@atg.wa.gov
- . Albert H Wang AlbertW@atg.wa.gov
- . LPDarbitration@atg.wa.gov
- . margaretm@atg.wa.gov
- . GaryS2@atg.wa.gov
- . EricaE@atg.wa.gov

DATED: February 15, 2017, at Olympia, Washington.



Stephanie Olson

Declaration of Kenneth Alvarez

EXHIBIT A

CHECK OFF EACH STEP UNLESS INDICATED OTHERWISE (i.e. date, time, etc) - copy on beige paper

IP CONTRACTING CHECKLIST - 2.23.15

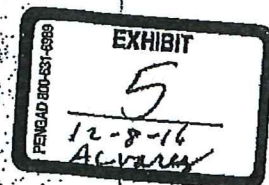
2-25-15 Megan or Shari (SSS2) Kenneth Alvarez SS Card (✓)
 Date received (Circle one) IP Name
 Ellen Rapkovich Client Name 416615 WDL
 Case Manager ACES ID Photo ID (Type)

STEP 1 - To be completed in one step

- a. ☒ PAPERWORK SESSION 2-25-15 WALK IN
 (Date) (Date)
- b. ☒ RUN Web Based Background Check (BCCU) • Results Received 2-25-15 (Date)
 • PENDING BCCU RESULTS _____ • Logged _____
- c. ☒ No Record *Go to Step "F"
- d. ☒ CCS/SER _____ • Secretary's List/SER _____ • Other _____ (place in pending box)
 *STOP! Return packet to SSS2 _____ (date)
- e. ☒ CCS Returned (if applicable) • Date Returned _____ • SER _____
- f. ☒ FINGERPRINT Appt. 2-26 @ 11:30 am Logged ☒
 (Date & Time)
- g. ☒ Employee Orientation Scheduled by class. Referred him to Shari Olson (Date & Time) • Notice provided to IP _____
- h. ☒ Web Connect IP Check for SSPS Number (print & place in packet) none
- i. ☒ ACD Input (all info provided) • ☒ PEAR completed/sent (if applicable) • ☐ Pending Box (if applicable)
- j. ☒ SER Note/s - Session, paperwork completed, orientation scheduled, FP appt. date and background check results. *Note - due to delays, etc. this may require more than one SER Note.

STEP 2 - Steps B thru E TO BE COMPLETED IN ONE STEP

- a. ☒ IP Validation returned 2-27-15 ☒ FP Verification 2-26-15 at • Print 2 copies, attach 1/2 sheet to one copy &
 (Date) (Date & initials)
 place in hotheox, the other in packet ☒ Reschedule Call (if applicable) _____
- b. ☒ PEAR RETURNED/Print & place in packet
- c. ☒ ACD Input - Provider Number • Check/Review ☒ Quick Approve 2-27-15 • Print (2) ☒
 (Date)
- d. ☒ Remove Original & place in 'Completed Checklist' box, copy in packet
- e. ☒ Packet/Contract Distribution: To Shari or Megan (circle) 2-27-15 • SER ☒ • Logged ☒
 (Date)



2/25
✓ ID
✓ Log
✓ Seal

Individual Provider (IP) Contracting, Employment Orientation, S/O Training and Payment Authorization Tracking Sheet

Date Referred by CM: 2-24-15 CM Name: Ellen R LW Client? yes Intake MP 554
 IP: Karenella R. Alvarez IP Contact: 507- [redacted] Cit Name: [redacted] ACES 04166115
 IP SS#: [redacted] IP's DOB: 10/01/ [redacted] IP Relation to Client: Wife - rel. Child 18-20+ HCA

NEW

Pre-Contracting Actions Completed:

- ☒ Checked Disqualified IP's List ☒ Proceed ☐ Stop
☒ Checked SSPS Web connect for existing Provider# and other Medicaid client(s) IP may be working for: ☐ Yes ☒ No
☒ Checked ACD for existing HCS/AAA IP Contract Yes, Expires: ☒ No Contract Last BCCU Date
☒ Checked DOH website for qualified credential: ☒ None ☐ RN ☐ LPN ☐ NAC ☐ HCA
 Date of First Issuance
☒ TP Training Requirements met? ☐ Yes ☒ No
☒ TP Student ID #
☐ ID only or Driver's License, expires

IP Contracting

- ☐ Not Needed, contract is good thru
☒ Needed: ☒ Scheduled for contracting class 2-25-15

Background Check

- ☐ Not Needed
☒ Needed: ☒ Name & DOB Check done 2-25-15
☒ Fingerprint appt. done (11:30) 2-24-15
☒ IP Contract Signed on 3-4-15
☒ IP Contract Countersigned on 3-4-15

New IP Employment Orientation Session

- ☐ Not Needed
☒ Needed, scheduled/done 3-1-2015
 Safety & Orientation 5-hr SSPS Authorization ☐ Not Needed
☒ Needed: ☒ S/O SSPS authorization initiated on 2-03-15
☒ Verified S/O was completed on 3-11-15
☒ Closed/terminated S/O SSPS authorization effective 3-11-15

Documents Returned to Case Manager

- ☒ Completed IP Referral Tracking Sheet
☒ 1 IP Contract for IP
☒ 1-copy-Background Check documents for IP

☒ IP Ready for CM to Authorize SERVICES!!!
 ASAP and PRIOR TO UPDATING SSPS RU # for CASE/CARE
 TRANSFER to ADD

- ☐ FOR EXISTING IPS, OPEN SERVICES BUT DO NOT TRANSFER CASE UNTIL NOTIFIED BY Megan or Shari.
☐ For CREDENTIALLED IP ONLY, CM MUST notify Megan or Shari via email of date CM authorized service. Megan/Shari update TP.
☐ Shari/Megan changes TP training requirement status to show need for CE only, and notifies CM to transfer CARE.
☐ Attestation of IP's Living Situation for COPES Clients

Declaration of Kenneth Alvarez

EXHIBIT B

Keep & Use this Checklist to become a Individual Provider Home Care Aide Certified**Requirements Under the Law:**

You must complete 75 hours of training (Includes 5 hours of orientation and safety) within 120 days of your hire date (open service authorization) and become a Certified Home Care Aide within 200 days of hire. If you do not meet these deadlines you cannot continue to be paid. Use the following RECOMMENDED timelines and checklist to meet deadlines.

You will work with staff to begin the process to be hired as a Home Care Aide

Use the same name on all forms. Example: Jonathan, John or Johnny

- ☒ Complete a Name and Date of Birth background check at the time of contracting.
- ☒ An OCA#, which you need for your Department of Health Application, will be generated on the Fingerprint appointment form you get at contracting. Keep this form and write the OCA# here: _____
- ☒ You will arrange to have Fingerprint taken. Write the appointment time here: _____
- ☐ **Before you provide care:** Watch the 5 hour DVD, *Orientation & Safety Training*, confirm by calling 1-866-483-1397 automated system. Have ready last 4 digits of your SSN and your confirmation code from the Training Partnership. You will be mailed a Welcome Letter from The SEIU Healthcare NW Training Partnership, read it for directions.

 Step 1: You submit a Department of Health (DOH) application

- ☒ **Complete by 14 days from hire:** Apply to the DOH for certification. Submit a DOH HCA Certification Application. The OCA# from the finger print appointment form must be on the DOH application. You will be mailed a Welcome Letter from The NW Training Partnership, read it carefully for directions to send in your application. Do NOT pay fees.
- ⇒ You are assigned a 10 digit DOH credential # (begins with HM). You need this # for your Prometric application. Find your DOH credential number on the DOH website by clicking on "Provider Credential Search". #HM
- ⇒ If you are limited English proficient, LEP (means your ability to read, write or speak English is limited) you may qualify for an additional 60 day provisional certification. You must indicate this on the initial DOH application to qualify.

 Step 2: You register for Training with the NW Training Partnership

- ☐ **Do this by 14 days from hire:** Register for the 70 hour basic training through the NW Training Partnership website (www.myseiubenefits.org) or call the Membership Resource Center at 1-866-371-3200.
- ☐ **Recommend you complete by 60 days from hire:** Complete your training as soon as possible to ensure you get classes in the area where you live and in time to meet testing and certification deadlines. Training Dates: _____
- ⇒ Once 75 hours of training is complete, a copy of your Certificate of Completion from the Training Partnership will be automatically sent to DOH by the Training Partnership.

 Step 3: You submit a Prometric Candidate Application to schedule your test

- ☐ **Once training is scheduled:** Apply to Prometric to take the HCA written and skills certification exam. Submit a Application Form For WA State HCA Examinations. Follow the directions in your Welcome Letter and see back of flyer for address and directions. Do NOT send money. (If you have an LEP credential do not use PV# use HM#)
- ⇒ Use the DOH assigned 10 digit credential number above in Step 1 as the candidate ID number requested on this form.
- ⇒ The HCA skills exam can be taken in 13 languages including English. The written exam can be taken orally in English or in any of these languages. See back of flyer for instructions and the list of languages.

 Step 4: Complete training and testing then DOH will determine Home Care Aide Certification

- ☐ You must complete 75 hours of training prior to taking the written and skills test through Prometric. Set your testing date based on your expected completion date for training. Once you complete training take your test as scheduled. Write test date here. _____
- ⇒ If you must miss the exam time written above; reschedule your exam immediately. If you fail the exam, reapply immediately to Prometric to retest. You can take the failed portion of the test twice. You must pay a fee for each retest.
- ⇒ If DOH has issued your credential, the DOH website will show you as "Active". See back of flyer for website addresses.

See back of flyer for websites, mailing addresses, contact information and helpful tips →

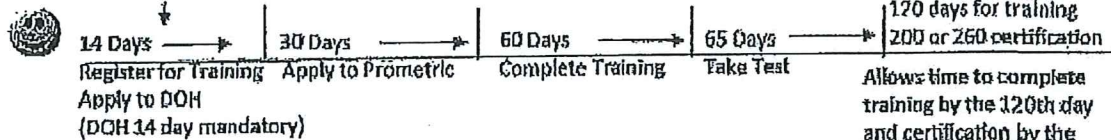


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KA

The deadline to complete testing and certification as a HCA is 200 days from hire. The service begin date is the first date that you provide care with an open service authorization notice you receive from SSPS. This is the first day you are hired. The 120 days to complete basic training starts from the service begin date which is your hire date.

Give yourself the best chance of meeting mandatory deadlines!

Recommended



If You Don't Meet Training and Certification Deadlines

- You **CANNOT** be paid to provide care.
- You **MUST** pay for any remaining training yourself.

How to Take the HCA Exam in Other Languages

To take the HCA exam in Spanish, Russian, Vietnamese, Korean, Chinese, Cambodian, Laotian, Samoan, Somali, Ukrainian, Tagalog or Arabic check the language desired on the Prometric HCA Exam Application. To take the written test orally in English or one of these languages, check "Oral Exam and Skills exam" under "First Time Tester" on the HCA Application. If you choose an oral test, the computer reads the question and answer choices out loud to you.

HCA Credentialing Information

Who	Telephone and Fax	Mailing Address	Email
DOH	HCA Credentialing Coordinator (360) 236-2700 DOH Customer Service (360) 236-4700	Mail application to: (Do Not include Fee) DOH Home Care Aide Credentialing P.O. Box 10599 Olympia, WA 98507 Mail other documents <u>NOT</u> sent with initial application to: DOH Home Care Aide Credentialing P.O. Box 47877 Olympia, WA 98504	Homecarealdes@doh.wa.gov
Prometric	You will apply on line with Prometric Prometric Feature: <u>Online Application</u> Download the Information Booklet to help answer your questions. General instruction are in 13 languages.	Mail EXAM APPLICATION to Prometric, <u>Do Not send Fees</u> Prometric, Attention: WA Home Care Aide Program 7941 Corporate Dr. Nottingham, MD 21236 Fax: 800-813-6670	Prometric Email: WAHCA@prometric.com



Find these Quick links in one location at www.adsa.dshs.wa.gov/professional/training/links

Background Checks • Background Check Authorization Form • Fingerprint Appointment Form • BCCU website	Certification—DOH • Main Website • HCA Certification Application • Provider Credential Search	Certification Exam—Prometric • Main Website • WA State HCA Examinations Application Form • HCA Test Information Bulletin
Training • Find a Class/Instructor	NW Training Partnership MRC 1-866-371-3200 SEIU Healthcare NW Training Partnership	

Declaration of Kenneth Alvarez

EXHIBIT C

046

Employment Reference Guide

for
INDIVIDUAL
PROVIDERS



"We have to do the best
we can. That is our sacred
human responsibility"

— *Albert Einstein*



AGING AND DISABILITY SERVICES ADMINISTRATION
Washington State Department of Social and Health Services

047

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050

Member Resource
Center
Monday - Friday
8 am - 6 pm
1-866-371-3200

Introduction

USING THE EMPLOYMENT REFERENCE GUIDE FOR INDIVIDUAL PROVIDERS

Welcome to your new job as an Individual Provider (IP)! Your caregiver job is important. The tasks you will do for your employer support his or her well-being and help him or her continue to live as independently as possible.

The Employment Reference Guide for Individual Providers will give you information about your employment as a caregiver. This guide contains updated information about changes to training and certification requirements for Individual Providers (IP).

Please read this Reference Guide carefully. When you have a question, use the Table of Contents to find the section that can help you. Please look through this *Reference Guide* before calling others to find an answer.

SERVICE EMPLOYEES INTERNATIONAL UNION HEALTHCARE 775NW

All Individual Provider (IP) Long Term Care (LTC) workers are represented by Service Employees International Union (SEIU) Healthcare 775NW. This is a result of a majority vote by IPs to form a union in 2002.

Many of your terms and conditions of employment are covered under the collective bargaining agreement (union contract). More detailed information about your pay rate, when you can expect a raise, and your employment benefits can be found in the union contract. You can order a union contract on-line at www.seiu775.org or call The Member Resource Center toll-free at 1-866-371-3200.

Call the Member Resource Center if you have questions regarding the collective bargaining agreement, the union, union membership, union benefits, or voluntary union activities.

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Hiring Process

The person you provide services for is your employer. As your employer, this person hires you, directs your work, and makes decisions about how your paid services are provided. He or she can also fire you.

Your employer is a client of the Department of Social and Health Services (DSHS). DSHS coordinates and pays for the services you will provide. Your employer is referred to as a DSHS client when we talk about his or her relationship with DSHS in this booklet.

There are additional requirements and steps you will need to take before DSHS, on behalf of your employer, can pay you. You must:

- Be determined to be a qualified individual provider.
- Be 18 years of age or older.
- Provide valid picture identification and a Social Security card or proof of authorization to work in the United States.
- Pass a criminal background check.
- Pass a fingerprint-based criminal background check.
- Sign an "Individual Provider Contractor Intake Form".
- Sign a contract with DSHS and agree to the conditions listed in it.

The person you
provide personal
care for is your
employer.

CRIMINAL BACKGROUND CHECK AND FINGERPRINTING

All long term care workers, including Individual Providers (IP's), are required to complete a Washington state background check and a fingerprint-based background check. You will be asked to complete a "Background Authorization" form to document the information required to run a background check and to give DSHS your permission to do it. *State law does not allow you to be contracted or paid through state or federal funds if your background check shows:*

- a conviction for certain crimes
- pending charges for certain crimes
- negative action with Adult Protective Services, Child Protective Services, or Department of Health

You will also be asked to complete a "Fingerprint Appointment" form and schedule an appoint for a fingerprint based background check. The "Fingerprint Appointment" form will give you information about how to schedule your appointment. If you have passed the other background check requirements, you are allowed to work, for up to 120 days, while you are waiting for the outcome of the fingerprint based background check.

If you are contracted through a HCS/AAA office, background checks will be completed at least every two years of your employment. If you are contracted through the Developmental Disabilities Administration, (DDA) background checks will be completed at least every three years of your employment.



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DSHS CONTRACT SIGNING

You will be asked to review and sign a *DSHS Client Service Contract Individual Provider Services*. Review this contract carefully. The DSHS contract outlines what you agree to do by accepting payment from DSHS for providing services to a DSHS client.

You will be asked to sign two original *DSHS Client Service Contract Individual Provider Services* forms. Both copies of the DSHS contract also need to be signed by a DSHS Representative. One copy will be returned to you for your records.

You must sign a DSHS contract before you can be paid. The effective date of the DSHS contract is the earliest date for which you can be paid regardless of when you started working. Your contract is not in effect until it is signed by you and an authorized DSHS representative.

Reasons You May Be Denied a DSHS Contract

Although your new employer hires and supervises you, laws and regulations allow your employer's Case Manager or Social Worker to deny you a DSHS contract under certain circumstances. Without a DSHS contract, you cannot be paid by DSHS to provide services to your employer.

The following are some examples of when your employer's Case Manager or Social Worker **may** deny you a DSHS contract.

- You have another job or personal responsibilities that stop or get in the way of you providing the services identified in the Care Plan.
- You live far enough away from your employer that it is impractical to provide the services outlined in the Care Plan.
- Your employer's health care provider(s) or other knowledgeable people say you don't have the ability to provide adequate care.
- There is evidence that you abuse alcohol or drugs.
- You have a reported history of being the perpetrator of domestic violence, no-contact orders, or criminal conduct.
- There is a criminal conviction(s) or pending charge(s) in your Washington State or National Registry background check.
- Your employer is determined not to have any unmet personal care needs.
- You are not hired by the DSHS client.



A Care Plan is a written plan that outlines everything the care team is to do to support your employer.

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Reasons You Will Be Denied a DSHS Contract

The following are some examples of when your employer's Case Manager or Social Worker **must** deny you a DSHS contract.

- You have a finding of abuse, neglect, abandonment, or exploitation of a child or vulnerable adult or are on the abuse registry.
- You have a negative action with the Department of Health.
- You have had a license, certification, or DSHS contract for the care of children or vulnerable adults denied, suspended, revoked, or terminated for not meeting state and/or federal rules.
- You have a conviction(s) or pending charge(s) for a disqualifying crime(s).
- You are the spouse of your employer (unless your spouse receives Chore services) and do not plan on providing care to any other DSHS client.
- Your character, competence, and suitability review indicates you are not qualified to be a contracted and paid Individual Provider.
- You have been excluded to receive Medicare, Medicaid, and/or Title XIX payments as determined by review of federal exclusion databases.



Reasons You May Be Denied Payment

Once you start working, there are reasons you may be denied payment for services you provide. In some cases, action may also be taken to terminate your DSHS contract. You may be denied payment if:

- Any of the reasons listed on page 3 under "Reasons You may be Denied a DSHS Contract" are found to be true.
- You do not successfully complete required training and/or home care aide certification requirements within the mandatory time limits (see pages 6-12).

State agencies adopt rules, also known as Washington Administrative Code (WAC), to implement state and federal law.

WAC's can be read by:

- Visiting the DSHS Internet site at: <http://www.apps.leg.wa.gov/wac>
- Visiting your local, public library and asking for help there.
- Asking your employer's Case Manager or Social Worker for a copy.

See Washington Administrative Code (WAC) 388-71-0500 through 1006 for more information on IPs, DSHS contracts, and when payment may be denied.

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Reasons Your DSHS Contract Will Be Terminated

There are certain conditions or situations that are causes for termination of your DSHS contract. The following are some examples of when your employer's Case Manager or Social Worker will take action to terminate your DSHS contract.

- Any of the reasons listed on above under "Reasons You Will be Denied a DSHS Contract" are found to be true.
- Your Home Care Aide certification is revoked
- You are unable or unwilling to provide adequate care and/or jeopardize your employer's health, safety, or well-being.
- Evidence exists you were the perpetrator of domestic violence, abuse, neglect, abandonment, or exploitation of a minor or vulnerable adult.
- You use or are under the influence of alcohol or illegal drugs during working hours.
- Your behavior toward your employer or other persons in his or her life puts your employer at risk of harm.
- A report from your employer's health care provider says his or her health is negatively affected by receiving inadequate care from you.
- You fail to provide essential services as listed in your employer's Care Plan.
- A complaint is received from your employer or his or her representative that he or she is not receiving adequate care from you.
- You fail to respond appropriately to emergencies.
- Your name appears on one of the federal exclusion databases during the monthly check.
- You fail to complete required training and certification in a timely manner.

If you are denied payment or your contract is terminated you may have the right to an Administrative Hearing to appeal the decision. To request an Administrative Hearing send a written request to the Office of Administrative Hearings.

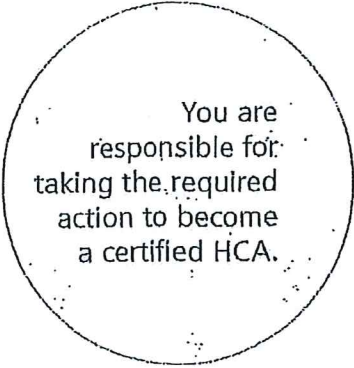
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Training & Home Care Aide (HCA) Certification Requirements

This section will help you understand what your training and certification requirements are. For help with keeping track of the steps and deadlines, please use the *"Home Care Aide Certification Checklist for Individual Providers"* on pages 12-13.

The law requires Long Term Care workers to complete 5 hours of orientation and safety training before providing paid personal care. In addition to this, most Long Term Care workers must complete 70 hours of basic training within 120 days of hire. Review the chart on page 10-11 to find out if you must complete the 70 hour basic training.

All Individual Providers (IPs) must complete the required training through the Training Partnership. You are responsible for contacting the Member Resource Center to register for required training. You can contact the Member Resource Center by calling 1-866-371-3200.



You are responsible for taking the required action to become a certified HCA.

Home Care Aide (HCA) Certification

Many Long Term Care workers are required to become a certified Home Care Aide (HCA). Those who are required to obtain Home Care Aide (HCA) certification must submit the Home Care Aide application to the Department of Health (DOH) within 14 days of hire. Review the *"Long Term Care Worker Training Requirements"* chart on page 10 for details about requirements specific to your situation.

To be certified as a Home Care Aide (HCA), you must follow a number of steps and meet important deadlines. For help with understanding the steps and deadlines, view the *Home Care Aide Checklist for Individual Providers* on pages 11-12.

If you were hired to provide long term care on or after January 7th 2012: you must complete the full 75 hour training requirement within 120 days of your hire date and receive your HCA certification from the Department of Health within 200 days of your hire date.

If you are Limited English Proficient (this means your ability to read, write, or speak English is limited) you will qualify for a Provisional HCA certification, issued by the Department of Health. A provisional certification allows you an additional 60 days (for a total of 260 days) to obtain your full HCA certification. To continue working, you must become a full certified HCA before the Provisional HCA certification expires.

To be obtain a Provisional HCA certification you must check the box on the DOH application indicating that you are, *"applying for a provisional certificate available for home care aides who are limited in their ability to read, write, or speak English"*.

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Signing up for training through the SEIU Healthcare NW Training Partnership - Call the Member Resource Center: 1-866-371-3200, or log on to: www.myseiubenefits.org

Orientation and Safety Training

You must complete Orientation and Safety Training before you provide care. You will receive Orientation and Safety DVDs from DSHS staff when you are getting contracted to provide care services. Once you complete the DVDs:

- Wait until you receive your Social Service Notice (see page 17).
- Call 1-866-483-1397 and attest that you have completed these DVDs. You will need a confirmation number and the last 4 digits of your social security number before calling this number. Your confirmation number can be found by:
- Logging on to www.myseiubenefits.org. The confirmation number is beneath your name.
- E-mailing studentsupport@myseiubenefits.org and asking for it.
- Calling the Member Resource Center at 1-800-371-3200.

70 Hour Training Requirement

In addition to 5 hours of *Orientation and Safety Training*, many Long Term Care workers are required to complete 70 hours of Basic Training (for a total of 75 hours of training) within 120 days of hire. You complete this training through the NW Training Partnership.

- ✓ You must register for training within 14 days of hire. To find and register for training in your area, go to the Training Partnership website at www.myseiubenefits.org or call the Membership Resource Center at 1-866-371-3200.
- ✓ You must apply to the Department of Health for your HCA certification within 14 days of hire. Do not include the fee in your application; the Training Partnership will pay your application fee directly to the Department of Health.
- ✓ You must register for the HCA certification exam through a company called Prometric. Do this as soon as your training dates are scheduled. Do not include the fee in your application; the Training Partnership will pay your application fee directly to Prometric.
- ✓ Once you complete 5 hours of *Orientation and Safety Training* and 70 hours of basic training, you have met the training requirements (75 total hours) for HCA certification and can take the Prometric exam.

To learn more about the Home Care Aide (HCA) certification process:

- Call the Member Resource Center at 1-866-371-3200
- Refer to the Home Care Aide Certification Checklist on pages 12-13

To learn more about applying for Home Care Aide (HCA) certification visit the DOH website:

- www.doh.wa.gov/LicensesPermitsandCertificates/ProfessionsNewReneworUpdate/HomeCareAide.aspx

To learn more about HCA certification testing and the test application process visit the Prometric website:

- www.prometric.com/WADOH/

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Exemptions To 70 Hour Training and HCA Certification

If you are exempt, then you do not have to take the 70 hour training or become a certified Home Care Aide. You may be exempt if you:

- Are a Registered Nurse (RN), a Licensed Practical Nurse (LPN), Nurse Technician, or a Nursing Assistant-Certified (CNA) with an active credential in good standing with the Department Of Health.
- Have special education training and an endorsement in good standing from the Office of Superintendent of Public Instruction (OSPI).
- Worked between 1/1/2011 and 1/6/2012 in a Washington state long term care setting and completed all training requirements at that time. Examples of work in a long term care setting include providing paid, personal care services for elderly or persons with disabilities in a state licensed Assisted Living Facility (boarding home), Adult Family Home, Home Care Agency, or as an Individual Provider for a client of DSHS.

If You Only Provide Care for Your Parent or Child

Individuals who provide Long Term Care for a parent or child (and no one else) have different training requirements. If you are only caring for your parent or child then you do not have to complete the 70 hour basic training. Review the chart on pages 10-11 to see the training requirements for your specific situation.

If you take on a client that is not your parent or child, then your training requirements will change. If you need help understanding your current training requirement, call the Member Resource Center at 1-866-371-3200.

If You Provide Care for One Person, 20 Hours or Less a Month

If You Provide Care for One Person, 20 hours or less a month you are considered a Limited Service Provider. Limited Service Providers have different training requirements and do not have to complete the 70 hour basic training. If you take on another client, or increase the number of hours you work, your training requirements will change.

Review the chart on pages 10-11 to see the training requirements for Limited Service Providers.



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What Happens If You Don't Meet Required Training and/or Certification Deadlines?

Your payments will stop if you don't complete required training and/or become a certified HCA within the required deadlines. There are **no extensions** to meeting these deadlines.

You will be paid for any training hours you completed before your payment were stopped.

To be reinstated (paid again as an IP), you must complete all required training and become a certified Home care Aide (HCA), if required, on your own and at your own expense.

Getting Reinstated

If you **missed your training deadlines**, you must complete any remaining required training through a community instructor and pay for the training yourself. **The SEIU Healthcare NW Training Partnership no longer provides your required training when your payment is terminated. DSHS cannot intervene between you and the SEIU Healthcare NW Training Partnership if you miss training deadlines.**

To find a list of community instructors visit the DSHS Aging and Long-Term Support Administration website at www.altsa.dshs.wa.gov/professional/training/ and click on "Find a Class".

If you **missed your HCA certification deadline**, you must take any actions required by the Department of Health and Prometric and become a certified HCA.

Once you complete the reinstatement requirements (training and/or HCA certification):

- ✓ Contact your employer's case manager and ask to be reinstated as an Individual Provider (IP). The case manager will need copies of your training certificates for courses taken outside of the Training Partnership and documentation that you have become certified.
- ✓ Call the Member Resource Center at 1-866-371-3200 and let them know you have been reinstated as an Individual Provider (IP).

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Nurse Delegation Requirements

If any nursing tasks will be delegated to you through Nurse Delegation, you have additional training and certification requirements.

You must have one of these certifications:

- Nursing Assistant - Registered (NAR)
- Nursing Assistant - Certified (NAC)
- Certified Home Care Aide (HCA).

AND

You must complete this training:

- *If you are a Nursing Assistant - Registered (NAR):*
Core Basic Training and Nurse Delegation for Nursing Assistants CORE.
- *If you are a Nursing Assistant - Certified (NAC):*
Nurse Delegation for Nursing Assistants CORE.
- *If you are a Certified Home Care Aide (HCA):*
Nurse Delegation for Nursing Assistants CORE.



Insulin injections must be delegated. Before performing this delegated task, the law requires a nursing assistant or HCA to complete *Nurse Delegation for Nursing Assistants: Special Focus on Diabetes* after the *Nurse Delegation for Nursing Assistants CORE* class. Any Individual Provider can take these courses, but they must have a NAR, NAC, or HCA credential to perform a nurse delegated task.

Continuing Education Requirements

Most Long Term Care workers will need to complete 12 hours of Continuing Education (CE) each year before their birthday. Review the chart "*Long Term Care Worker Training Requirements*" on page 10 for details about requirements for your specific situation.

To Find Continuing Education Classes

- Visit the Training Partnership Website at: <http://www.myseilubenefits.org/>
- Call the Members Resource Center at: 1-866-371-3200
- Visit the DSHS, Aging and Long Term Support Administration website for information about training for Long Term care workers <https://fortress.wa.gov/dshs/adsaapps/Professional/training/training.aspx>

You are
responsible for
taking the required
action to become
a certified HCA.

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Long Term Care Worker Training Requirements

INDIVIDUAL PROVIDER CATEGORY	ORIENTATION AND SAFETY		BASIC TRAINING			HCA CREDENTIAL	INITIAL CONTINUING EDUCATION (CE)	ONGOING CONTINUING EDUCATION (CE)
	Orientation 2 Hours	Safety Training 3 Hours	Accelerated Basic Training 30 Hours	Basic Training 70 Hour	Parent Provider Class 7 hour (DDA Only)			
Standard Individual Provider: Hired after 1/6/2012 with no credential.	Complete prior to providing care	Complete prior to providing care	Not required	Complete within 120 days of starting to provide care	Not required	Yes, within 200 days of hire	Before your birthdate from your first HCA credential issuance date	By your birthdate each year
Standard Individual Provider: Hired after 1/6/2012 with HCA credential.	Not required	Not required	Not required	Not required	Not required	Yes, you must maintain your credential	Before your birthdate following your first HCA credential renewal date	By your birthdate each year
Exempt Individual Provider: Between 1/1/2011 and 1/6/2012, worked in a long term care setting and completed basic training requirements at that time.	Not required	Not required	Not required	Not required	Not required	No	Before your birthdate when you are working or returning to work.	By your birthdate each year
Examples of work in a long term care setting include providing paid personal care services for elderly or persons with disabilities in a state licensed Assisted Living Facility (boarding home), Adult Family Home, Home Care Agency, or as an Individual Provider for a client of DSHS.								Once you return to work after 1/6/12 you must complete 12 hours of CE each year, even if you are not working.
Exempt Individual Provider: With active Registered Nurse, Advanced Registered Nurse Practitioner, Licensed Practical Nurse, or Nurse Technician credential.	Not required	Not required	Not required	Not required	Not required	No, as long as RN or LPN credential is maintained in good standing	Maintain your RN or LPN credential in good standing	Maintain your RN or LPN credential in good standing
Exempt Individual Provider: With active Nursing Assistant, Certified credential	Not required	Not required	Not required	Not required	Not required	No, as long as CNA credential is maintained in good standing	Before your birthdate in your first year of work	By your birthdate each year
Exempt Individual Provider: With special education endorsement from the Office of Superintendent of Public Instruction (OSPI).	Not required	Not required	Not required	Not required	Not required	No, as long as Special Education Endorsement is in good standing.	Before your birthdate in your first year of work	By your birthdate each year



Long Term Care Worker Training Requirements

INDIVIDUAL PROVIDER CATEGORY	ORIENTATION AND SAFETY		BASIC TRAINING			CREDENTIAL	INITIAL CONTINUING EDUCATION (CE)	ONGOING CONTINUING EDUCATION (CE)
	Orientation 2 Hours	Safety Training 3 Hours	Accelerated Basic Training 30 Hours	Basic Training 70 Hour	Parent Provider Class 7 Hour (DDA Only)	HCA Credential Required?	Continuing Education (CE) 12 Hours	Continuing Education (CE) 12 Hours
* Parent Individual Provider: Individual caring for his/her biological, step or adoptive child	Complete prior to providing care	Complete prior to providing care	Complete within 120 days of starting to provide care	Not required	Not required	No	Not required, unless you voluntarily obtain your HCA credential.	Not required, unless you voluntarily obtain your HCA credential.
* Parent DD Individual Provider: Individual caring for his/her developmentally disabled biological, step or adoptive child	Complete prior to providing care	Complete prior to providing care	Not required	Not required	Complete within 120 days of starting to provide care	No	Not required, unless you voluntarily obtain your HCA credential.	Not required, unless you voluntarily obtain your HCA credential.
* Limited Service Individual Provider: Provides 20 hours (or less) of care a month for one person	Complete prior to providing care	Complete prior to providing care	Complete within 120 days of starting to provide care	Not required	Not required	No	After 7/1/14: by your next birthdate	After 7/1/14: By your birthdate each year
* Adult Child Individual Provider: Adult child caring for his/her biological, step or adoptive parent	Complete prior to providing care	Complete prior to providing care	Complete within 120 days of starting to provide care	Not required	Not required	No	Before your birthdate in next calendar year after completing Accelerated Basic Training	By your birthdate each year

* If you change the type or number of clients you provide services for, or increase the number of hours you work, it may change your Individual Provider category. This could increase your training and certification requirements. If you have a question about your Individual Provider category and training requirements, call the Members Resources Center at: 1-866-371-3200

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Home Care Aide Certification Checklist for Individual Providers

Requirements Under the Law:

You must complete 75 hours of training (Includes 5 hours of orientation and safety) within 120 days of your hire date (open service authorization) and become a Certified Home Care Aide within 200 days of hire. If you do not meet these deadlines you cannot continue to be paid. Use the following RECOMMENDED timelines and checklist to meet deadlines.

You will work with staff to begin the process to be hired as a Home Care Aide

✓ Check each Box when completed.

- ☐ Complete a Name and Date of Birth background check at the time of contracting.
- ☐ An OCA#, which you need for your Department of Health Application, will be generated on the Fingerprint appointment form you get at contracting. Keep this form and write the OCA# here: _____
- ☐ You will arrange to have Fingerprint taken. Write the appointment time here: _____
- ☐ **Before you provide care:** Watch the 5 hour DVD, *Orientation & Safety Training*, confirm by calling 1-866-483-1397 automated system. Have ready last 4 digits of your SSN and your confirmation code from the Training Partnership. You will be mailed a Welcome Letter from The SEIU Healthcare NW Training Partnership, read it for directions.

Step 1: You submit a Department of Health (DOH) application

- ☐ **Complete by 14 days from hire:** Apply to the DOH for certification. Submit a DOH HCA Certification Application. The OCA# from the finger print appointment form must be on the DOH application. You will be mailed a **Welcome Letter** from The NW Training Partnership, read it carefully for directions to send in your application. Do NOT pay fees.
- ⇒ *You are assigned a 10 digit DOH credential # (begins with HM). You need this # for your Prometric application. Find your DOH credential number on the DOH website by clicking on "Provider Credential Search". # _____*
- ☐ If you are limited English proficient (this means your ability to read, write or speak English is limited) you may qualify for an additional 60 day provisional certification. You must indicate this on the initial DOH application to qualify.

Step 2: You register for Training with the NW Training Partnership

- ☐ **Do this by 14 days from hire:** Register for the 70 hour basic training through the NW Training Partnership website (www.myseilubenefits.org) or call the Membership Resource Center at 1-866-371-3200.
- ☐ **Recommend you complete by 60 days from hire:** Complete your training as soon as possible to ensure you get classes in the area where you live and in time to meet testing and certification deadlines.
- ☐ Once 75 hours of training is complete, a copy of your Certificate of Completion from the Training Partnership will be automatically sent to DOH by the Training Partnership.

Step 3: You submit a Prometric Candidate Application to schedule your test

- ☐ **Once training is scheduled:** Apply to Prometric to take the HCA written and skills certification exam. Submit a Application Form For WA State HCA Examinations. Follow the directions in your Welcome Letter and see back of flyer for address and directions. Do NOT send money.
- ⇒ *Use the DOH assigned 10 digit credential number above in Step 1 as the candidate ID number requested on this form.*
- ⇒ *The HCA skills exam can be taken in 13 languages including English. The written exam can be taken orally in English or in any of these languages. See back of flyer for instructions and the list of languages.*

Step 4: Complete training and testing then DOH will determine Home Care Aide Certification

- ☐ You must complete 75 hours of training prior to taking the written and skills test through Prometric. Set your testing date based on your expected completion date for training. Once you complete training take your test as scheduled. Write test date here. _____
- ☐ If you must miss the exam time written above; reschedule your exam immediately. *If you fail the exam, reapply immediately to Prometric to retest. You can take the failed portion of the test twice. You must pay a fee for each retest.*
- ☐ If DOH has issued your credential, the DOH website will show you as "Active". See back of flyer for website addresses.

See back of flyer for websites, mailing addresses, contact information and helpful tips →



GUIDE
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EMPLOYMENT REFERENCE

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The deadline to complete testing and certification as a HCA is 200 days from hire. The service begin date is the first date that you provide care with an open service authorization notice you receive from SSPS. This is the first day you are hired. The 120 days to complete basic training starts from the service begin date which is your hire date.

Give yourself the best chance of meeting mandatory deadlines!



How to Take the HCA Exam in Other Languages

To take the HCA exam in Spanish, Russian, Vietnamese, Korean, Chinese, Cambodian, Laotian, Samoan, Somali, Ukrainian, Tagalog or Arabic check the language desired on the Prometric HCA Exam Application. To take the written test orally in English or one of these languages, check "Oral Exam and Skills exam" under "First Time Tester" on the HCA Application. If you choose an oral test, the computer reads the question and answer choices out loud to you.

HCA Credentialing Information

Who	Telephone and Fax	Mailing Address	Email
DOH	HCA Credentialing Coordinator (360) 236-2700 DOH Customer Service (360) 236-4700	Mail application to: <u>Do Not include Fee</u> DOH Home Care Aide Credentialing P.O. Box 1099 Olympia, WA 98507 Mail other documents <u>NOT</u> sent with initial application to: DOH Home Care Aide Credentialing P.O. Box 47877 Olympia, WA 98504	Homecarealides@doh.wa.gov
Prometric	From 9/1 through 10/31: MAIL APPLICATION to BSI <u>Do Not send Fees</u> Benefit Solutions Inc. PO Box Mukilteo, WA 98275 Phone: 877-959-6274 Fax 1-866-863-8177	On and after 11/1/13: Mail EXAM APPLICATION to Prometric. <u>Do Not send Fees</u> Prometric, Attention: WA Home Care Aide Program 7941 Corporate Dr. Nottingham, MD 21236 Fax: 800-813-6670	Prometric Email: WAHCA@prometric.com New Prometric Feature: <u>Online Application</u> Benefits Solutions Email: HCA@bsiota.com

Find these Quick links in one location at www.adsa.dshs.wa.gov/professional/training/links

Background Checks	Certification—DOH	Certification Exam—Prometric
Background Check Authorization Form Fingerprint Appointment Form BCCU website	Main Website HCA Certification Application Provider Credential Search NW Training Partnership MRC 1-866-371-3200 SEIU Healthcare NW Training Partnership	Main Website WA State HCA Examinations Application Form HCA Test Information Bulletin
Training Find a Class/Instructor		

Washington State
Department of Social
& Health Services
September 2013

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GETTING PAID

RECORDING YOUR DAILY WORK HOURS AND MILEAGE

All Individual Providers (IPs) must record the number of hours worked each day and reimbursable mileage (see below). Use *DSHS form 15-015x – Individual Provider Timesheets* to record hours worked and mileage.

Your timesheet is an important document. It is the record of your work and provides both protection and accountability for you. By keeping a timesheet you will:

- Help reduce any disagreements between you and your employer about hours worked and mileage.
- Provide a way for your employer's Case Manager/Social Worker to monitor your employer's Care Plan.
- Have proof that the hours you work match the number of hours allowed in your employer's Care Plan

Your employer will give you a supply of Timesheets. Timesheets are available in Cambodian, Chinese, Korean, Laotian, Russian, Somali, Spanish and Vietnamese. Talk with your employer's Case Manager/Social Worker if having Timesheets in one of these languages would be helpful.

Not completing your Timesheets correctly and/or consistently may result in delay or denial of payment or possible termination.

To avoid this:

- Follow the instructions on page 15 and use the example timesheet on page 16 for reference when you complete your timesheet.
- Record your work hours and mileage each day you work
- If you provide services to more than one DSHS client, fill out a separate timesheet for each employer.
- At the end of each pay period, review your timesheet for accuracy with your employer before signing it.
- Give one copy of your completed and signed Timesheet to your employer and keep one copy for your own records. **Do not mail your timesheet with your SSPS invoice.**

You must keep copies of your timesheets for six years. Keep timesheets for this time period even if you no longer work for that DSHS client (he or she moves, dies, or you no longer work as an IP). You may be asked to provide copies of your timesheets to federal or state auditors. Failure to do so may result in having to pay back money you were paid as an IP and possible termination of your contract.

Filling out your timesheet must be part of your daily routine.

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INSTRUCTIONS FOR FILLING OUT YOUR TIMESHEET (DSHS 15-051x)

1. Print your employer's name in the top row of the form in the "CLIENT/EMPLOYER NAME" box.
2. Print your own name in the "INDIVIDUAL PROVIDER'S NAME" box.
3. Print the name of your employer's case manager/social worker in the "CM NAME" box.
4. Fill in the calendar month in the "MONTH" box and the year in the "YEAR" box.
5. Enter the time you started work in the "TIME SERVICE BEGAN" box in row "A" below the number representing the day of the month. Be sure to include AM or PM.
6. Enter the time you stopped work in the "TIME SERVICE ENDED" box in row "B".
7. Enter the total hours for that day in row "C". **Your Timesheet must only include the hours you worked. You cannot enter more hours than you are authorized to provide services.**
8. Enter the number of miles you transported your employer that day (if you did) in row "D". See page 7 for what mileage is reimbursable.

Repeat steps 5--8 for each day you worked during the pay period.

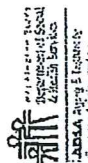
9. At the end of the month, add up the total number of hours worked from row "C" and put the total in the "Totals" column. (This number should match the number of hours you report on your invoice for payment.)
10. Make a check next to each personal care tasks listed that you performed as defined in the Care Plan.
11. **DDD Respite Services:**
 - a. If you are only providing DDD Respite Services, Do **not** check any personal care task boxes. The only box you need to check is the "DDD Respite" Box on your Timesheet.
 - b. If you are providing **both** respite and personal care services to one employer, fill out **two** Timesheets for that month; **one** Timesheet for your respite hours and a **separate** Timesheet for your personal care service hours. Check which personal care tasks you provided on this **second** Timesheet.
12. After you have completed the timesheet, have your employer review it for accuracy. If your employer agrees, he/she should sign their name under "CLIENT'S SIGNATURE".
13. Sign your own name under "INDIVIDUAL PROVIDER'S SIGNATURE".
14. Make a copy for your timesheet for your records and give one copy to your employer for his or her files. **Do not mail your timesheet to SSPS.**
15. Use your Timesheet to fill out your SSPS Service Invoice accurately.

See page 19 for information about claiming vacation/paid time off hours.

To be paid by
DSHS, you must
complete your
timesheet.

Keep your
Timesheets for SIX
years. State and
federal auditors
may ask for them
at any time.

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AGING AND DISABILITY SERVICES ADMINISTRATION
Individual Provider Time Sheet

CLIENT/EMPLOYER NAME Cheryl Smith		INDIVIDUAL PROVIDER'S NAME Paris, Rita		CM NAME Sally Jones		MONTH/YEAR July 2012															
						1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
A	Day of Month	7 A	10 A	10 A	9 A	9:30 A	9:30 A	9:30 A	9:30 A	9:30 A	9:30 A	9:30 A	9:30 A	9:30 A	9:30 A	9:30 A	9:30 A	9:30 A	9:30 A	9:30 A	9:30 A
B	Time Service Began	3 P	1 P	1 P	3 P	1:30 P	1:30 P	1:30 P	1:30 P	1:30 P	1:30 P	1:30 P	1:30 P	1:30 P	1:30 P	1:30 P	1:30 P	1:30 P	1:30 P	1:30 P	1:30 P
C	Time Service Ended	7	3	3	6	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4
D	Total Hours Each Day																				
	Mileage																				

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MILEAGE REIMBURSEMENT

You can be reimbursed for the miles you drove your personal vehicle to do essential shopping for your employer or to take your employer to medical services. To receive mileage reimbursement, essential shopping or transportation to medical services must be part of your employer's care plan. See the chart below for the mileage reimbursement rate.

Some IPs providing transportation for an employer may be reimbursed for additional miles or transportation needs depending on the program funding the DSHS client's care. Additional transportation need(s), such as driving an employer to work, must be clearly identified and assigned to the IP in the Care Plan. In this case only, an IP may be reimbursed for additional mileage up to the amount authorized by the case manager in the Care Plan.

Mileage Reimbursement Rate	
Until October 31, 2014:	up to 60 miles each month for each employer
Beginning November 1, 2014:	up to 100 miles each month for each employer



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SSPS SOCIAL SERVICES NOTICE (DSHS 14-259X)

An *SSPS Social Services Notice* is mailed to you when:

- Services for your employer are first authorized.
- There are any changes in the authorized services or payment.
- Your employer is no longer eligible for services and your position ends.

The *SSPS Social Services Notice* shows:

- The type and **maximum** number of **service units** you are authorized to provide each month for your employer(s). Units will be in hours (HR) or miles (MI). You will not be paid for anything over the maximum of authorized service units.
- The **maximum** amount your employer is obligated to pay you directly each month. This amount is called client participation. The amount of client participation you collect must not be greater than the total of your hourly wage multiplied by the number of hours you provided in the month.

When you receive a *SSPS Social Service Notice*, check to be sure the following information is correct:

- Your name.
- Your mailing address.
- Units of service (HR, MI).
- Payment amount.

If any of this information is incorrect, immediately call the authorizing Social Worker or Case Manager. If you do not call them about errors, you may get the wrong pay. The name and phone number of the person to call are at the bottom of the *SSPS Social Services Notice*.

View an example of an *SSPS Social Service Notice* on page 20.

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WASHINGTON DSHS SOCIAL SERVICES NOTICE

LOCAL OFFICE NAME
ADDRESS

PARIS, RITA
ADDRESS

SMITH, CHERYL
AUTHORIZATION #
08/01/2012

THIS IS TO NOTIFY YOU THAT:

1. **SMITH, CHERYL** IS REQUIRED TO PAY \$400.00 PER MONTH TOWARD THE COST OF SERVICES FROM 08-01-12 THROUGH 08-31-12. **PARIS, RITA** COLLECTS THIS AMOUNT FROM **SMITH, CHERYL** EACH MONTH. THIS AMOUNT WILL BE DEDUCTED FROM THE PAYMENT BEFORE A WARRANT IS ISSUED.
2. **PARIS, RITA** IS AUTHORIZED TO PROVIDE COPEs PER CARE-INDIV-HR FOR **SMITH, CHERYL**. PAYMENT IS APPROVED FOR UP TO 150 HOURS PER MONTH OF SERVICE AT \$10.03 PER HOUR FOR A MAXIMUM OF \$1504.50 PER MONTH FROM 08-01-12 THROUGH 08-31-12.
 - YOU WILL RECEIVE A SERVICE INVOICE EACH MONTH. FILL OUT THE INVOICE ACCORDING TO THE INSTRUCTIONS.
 - SOCIAL SECURITY AND MEDICARE TAXES WILL BE WITHHELD FROM EMPLOYEE WAGES. THE STATE OF WASHINGTON PAYS THE EMPLOYER'S SHARE ON BEHALF OF **SMITH, CHERYL**, THE EMPLOYER.
 - PAYMENT OF THIS SERVICE WILL GENERATE A W-2. FICA TAXES WILL BE REFUNDED AFTER YEAR-END WHEN ANNUAL PAYMENT FOR SERVICE TO ANY ONE CLIENT IS UNDER THE YEARLY FICA LIMIT. INCOME TAX IS NOT WITHHELD.

IF YOU HAVE QUESTIONS, PLEASE CALL *authorized Case Manager or Social Worker* AT *telephone number*.

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SOCIAL SERVICE PAYMENT SYSTEM (SSPS) SERVICE INVOICE (DSHS 08-141)

You will receive a *Service Invoice* before the end of each month. See page 19 for an example *Service Invoice*. Use the *Service Invoice* to report to DSHS the number of service hours you worked and whether you will be claiming any vacation/paid time off hours for the month.

You can report your service units two ways:

1. Mailing a completed *Service Invoice* to SSPS. See page 21 for instructions
2. Calling in your service units using Invoice Express. See page 23 for instructions

Do not call in your hours or mail in your *Service Invoice* until you've finished working for the month.

Never claim more service units on your *Service Invoice* than you work each month. You will have to return any over payment received and/or additional payroll related expenses incurred by the department for over reporting hours. This may include medical health insurance and tax benefits paid on your behalf due to the over claimed hours.

You will not be paid for any additional hours beyond what is authorized for your employer. If more hours of care are needed, your employer needs to talk with his or her Case Manager or Social Worker. You cannot increase hours without your employer's Case Manager or Social Worker updating the Care Plan.

You will be paid for hours you work in the month after the month you worked them. For example, if you work 90 hours in the month of July, you will receive pay for those hours in the month of August.

CLAIMING VACATION/PAID TIME OFF (PTO) HOURS

If you are eligible and have built up any vacation/PTO hours, a service line will show on your *Service Invoice* with "IP Vacation (775)" listed as the service name. The number of vacation/PTO hours you have will be listed in the "Total Unit" box (see page 19 for an example). At this time, report any PTO as vacation hours.

You can choose to take vacation/PTO and get paid for it or cash out vacation/PTO hours without taking time off. If you want to claim vacation/PTO during the month (whether you take time off or cash them out), write the total number of hours you want to claim in the blank box below the "Total Unit" heading.

If you DO NOT want to claim vacation/PTO during the month, write "0" in the blank box below the "Total Unit" heading. **Do not leave the vacation service line blank. This will delay your payment.**

Vacation/PTO hours that you have, but don't take, are carried over and added to any new vacation/PTO hours you earn the next month (up to 85 hours).

The service period listed in the vacation service line is the last 10 working days of the month. This has no bearing on when you can take vacation/PTO. See page 31 for more information about vacation/PTO benefits and eligibility.

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Sample SSPS Invoice

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EMPLOYMENT REFERENCE

INVOICE REGULAR CALL 1-888-461-8855 OR MAIL INVOICE USING YOUR OWN STAMP

INVOICE NUMBER: 208R-000001 PAGE 001 OF 001 PAYER NUMBER: (000000) PROVIDER NUMBER: 000000 FOR MONTH ENDING: 08/31/12

TO SIGN UP FOR ENROLLMENT, VISIT: www.dshs.wa.gov/ssps, FOR PAYMENT ISSUES, INCLUDING INQUIRIES, SEE INSTRUCTIONS: SOCIAL SERVICE PAYMENT SYSTEM (SSPS)

PAYEE: PROVIDER NAME: MS 45812 OLYMPIA WA 98504

PROVIDER: PROVIDER NAME: MS 45812 OLYMPIA WA 98504

CLIENT NAME	DATE	AMOUNT	REFERENCE	SERVICE UNIT	TOTAL UNIT	REMARKS
COPIES PARTICIPATION	8/1/12 TO 8/31/12	\$400.00	001-01-0001	MON 1	1	
COLLECT AMOUNT SHOWN ABOVE FROM CLIENT						
CLIENT NAME	8/1/12 TO 8/31/12	\$1504.50	001-02-0002	HR 150		
COPIES PER CARE-INDIV-HR	8/1/12 TO 8/31/12	\$30.09	001-03-0003	HR 3		
PROVIDER NAME	7/22/12 TO 7/31/12	\$30.09	001-03-0003	HR 3		
IP VACATION (775)	7/22/12 TO 7/31/12	\$30.09	001-03-0003	HR 3		
9999999999	8/01/09-01	01VP01	999	09993		

STATE OF WASHINGTON
DEPARTMENT OF SOCIAL AND HEALTH SERVICES
ISSN DATA CONTROL
PO BOX 41000
OLYMPIA, WA 98541-0100

Also known as SSPS Payee number or Provider number

Collect up to this amount from your employer each month (client participation)

Maximum number of service units allowed

Where to report how many service units you worked for the month

Vacation/PTO balance available

Where to claim vacation/PTO hours (hours taken off or cashed out, or "0" to bring balance forward to the next month). See page 25 for more information about vacation PTO hours.

Your signature is required. Your employer's signature is not.

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SSPS INVOICE INSTRUCTIONS

DEPENDABLE PAYMENT BY DIRECT DEPOSIT

To eliminate mail problems, use DIRECT DEPOSIT. For an application, write to: SSPS Direct Deposit Desk, PO Box 45812, Olympia WA 98504-5812 or go to: www.dshs.wa.gov/ssps/directdeposit.shtml.

YOU HAVE TWO OPTIONS FOR CLAIMING YOUR INVOICE:

1) PHONE IN YOUR INVOICE USING INVOICE EXPRESS (Recommended):

1. Fill out the Invoice and sign it.
2. Call Invoice Express toll free at 1-888-461-8855.
3. Listen carefully. Each time you make an entry, you will hear it repeated and be asked if the number is correct.
4. Stay on the telephone after finishing all items. You may review or directly submit for payment.
5. You will be asked to press the star (*) key on your phone when finished. You will then hear a confirmation message.
6. **IMPORTANT:** Do not hang up until you hear the message that your invoice was successfully submitted.
7. Keep the invoice for your records.

NOTE:

- Use a touch-tone telephone.
- Enter zero only when you **DO NOT** want to claim.
- Do **NOT** mail your invoice after calling Invoice Express.
- If you phone in an invoice already processed, you will hear a message that processing has already occurred.

OR

2) MAIL IN YOUR INVOICE – Send your invoice by mail with your own postage (Make a copy for your records before mailing.). Fill out the invoice as follows:

WHITE BOXES

Authorized Rate: DO NOT FILL IN THIS BOX UNLESS YOU ARE CLAIMING A RATE LOWER THAN IS PRINTED.
School Holiday Care: This box is only for hourly child care for a school age child when you have provided care during school holidays. Enter the number of hours of care you provided during school holidays.

BOLDED BOXES

Service unit: Each (EA), Hour (HR), Day (DA), Visit (VS) and Mile (MI) are preprinted and cannot be changed. If the Service Unit is MONTH (MON) and you provided service for the full SERVICE PERIOD enter MON in the bolded Service Unit box. If you are claiming less than the full SERVICE PERIOD, enter DA for the Day in the service unit box. NOTE: If you enter DA in the Service Unit Box and then claim more days than are in the service period, the invoice will reject, preventing payment until correction is made.

Total Units: Enter the number of units provided. If service was not provided, enter 0. For a daily service, count every day including the begin day and the end day. For example: June 10th through June 20th is 11 days, not 10.

SIGNATURE BOXES

Payee: A SIGNATURE IS ALWAYS REQUIRED.

CAUTION:

- Do NOT leave a bolded box blank or the invoice will be mailed back to you, delaying payment.
- Do NOT send notes or attach anything to the invoice.
- Do NOT cross out pre-typed information.
- Do NOT write in changes other than those specifically allowed for above.
- PUT POSTAGE ON THE ENVELOPE BEFORE MAILING.

SEIU 775 MEMBERS: IP Vacation Invoice Service Line:

Vacation hours not claimed on this invoice will appear on next months invoice, plus any new vacation hours earned. Enter "0" on the vacation service line **if you DO NOT WANT to take vacation for this pay period.** If you WANT to take vacation for this pay period enter the number of hours in the total units box. Vacation can be taken at any time during the month with consent of client and case manager notification. **DO NOT LEAVE THE VACATION SERVICE LINE BLANK, THIS WILL DELAY YOUR PAYMENT.**

Why isn't my payment faster?

According to the state constitution, the state cannot pay for a service until the service period is complete. Payment is considered timely if made within 30 days of the receipt of a properly completed invoice plus mail time, according to RCW 39.76.010. SSPS makes it a top priority to pay faster than required, and to pay as fast as technically and legally possible. The social services worker does need to authorize services within deadlines to have an invoice generated.

For more information on SSPS, visit our web site at: www.dshs.wa.gov/ssps/index.shtml. Also visit Access Washington at <http://access.wa.gov> for more information on government services in Washington State.

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 EMPLOYMENT REFERENCE GUIDE

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INVOICE EXPRESS

Invoice Express is a fast and easy way to submit your *SSPS Service Invoice* for payment by phone. Invoice Express is available in English and Spanish.

Invoice Express allows you to:

- Enter your *Service Invoice* information by telephone at any time.
- Avoid any post office delays due to mailing in your *Service Invoice*.
- Call in the last business day of the month (before 4:30 pm) to record hours and your payment will process sooner than if you mailed the invoice on the last day of the month.
- Correct errors on the spot at any time before the * key is pressed. Once the success message has been received it is too late to make changes.
- Call to confirm your *Service Invoice* payment has been processed.

With Invoice Express, you **cannot** enter a *Service Invoice* a second time.

**USING INVOICE EXPRESS**

Fill out your *Service Invoice* form before you call. Use it to help you report the units served. Keep the paper *Service Invoice* for your records.

Call 1-888-461-8855 to input your information using a touch tone telephone. You will need the *Service Invoice* number and your provider number.

Do not mail your paper invoice to SSPS if you use Invoice Express to call in your invoice.

MAILING YOUR SSPS SERVICE INVOICE

If you prefer to mail in your *SSPS Service Invoice*, review the directions mailed to you each month with your *Service Invoice*.

Mail your SSPS Service Invoice to:

Attn: ISSD Data Control

P.O. Box 45889

Olympia, WA 98504

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sample to the express

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25

[illegible]

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DIRECT DEPOSIT

The Social Service Payment System (SSPS) lets you deposit your payment directly into your checking or savings account. You can choose Direct Deposit instead of having checks mailed to you.

Once it is set up, Direct Deposit of your payment is made within four business days following the first business day of the month when a *Service Invoice* has been successfully entered into the system. Most people qualify for Direct Deposit. There are a few situations that will prevent someone from using Direct Deposit.

You may not be able to use Direct Deposit if:

- Your check comes in someone else's name, like a protective payee.
- You change your bank account frequently.
- You do not maintain your bank's minimum amount in your account.

If you want to receive payment through Direct Deposit, you must fill out a Direct Deposit Registration form and send it to SSPS. You can get a Direct Deposit Registration form in many ways:

1. Go to the SSPS webpage: www.dshs.wa.gov/ssps/ and download a Direct Deposit Registration form
2. Email DSHSSSPSWeb@dshs.wa.gov or call 360-664-6161 to request a Direct Deposit Registration form
3. Call the Member Resource Center at 1-866-371-3200 to request a Direct Deposit Registration form
4. Ask your employer's Case Manager or Social Worker for the DSHS Direct Deposit brochure (DSHS 22-361X). Use the tear-out form inside the brochure to mail-in your request for the necessary forms and sign-up information.
5. Mail a letter requesting a Direct Deposit Registration form to:
Department of Social and Health Services
Attn. SSPS Direct Deposit Desk
P.O. Box 45346
Olympia, WA 98504-5346

The letter must include information about your interest in receiving a Direct Deposit Registration form as well as your SSPS provider number, your name, mailing address, and phone number.

You can choose
Direct Deposit
instead of having
checks mailed
to you.

It takes up to six
weeks for Direct
Deposit to begin
after you have
mailed in your
request.

WARRANT SYSTEM REMITTANCE ADVICE – (DSHS 07-071)

A Warrant System Remittance Advice form is mailed with your (DSHS) check. It provides a personal record of DSHS payments. Keep them for your records. If you have Direct Deposit, you will receive an Electronic Funds Transfer Remittance Advice close to the day your money is put into your bank.

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Invoices can
be forwarded;
checks cannot.
Report name or
address changes
immediately.

Your SSPS
Service Invoice is
considered late
if you have not
received it by the
last working day
of the month.

CALLING FOR HELP

If you have a question about getting paid, review all the materials in this section (pages 13-26). Your questions may be answered without having to call anyone. If, after carefully reading this section, you cannot figure out what to do call your employer's Case Manager or Social Worker.

Contact your employer's Case Manager or Social Worker when:

- You have questions about how to fill out your *Service Invoice*.
- You have questions about the units of service shown on the *Service Invoice*.
- An authorized employer's name or service is missing.
- An authorized employer's name appears on the *Service Invoice* for whom you have NOT provided care and/or the person is NOT expected to return to his or her home.
- You have not received a *Service Invoice* for the current month you worked and it is the last working day of that month.
- Your name or address changes.

COMMON PROBLEMS AND SOLUTIONS FOR GETTING YOUR CHECK

What if my SSPS Service Invoice is wrong?

If you receive a *Service Invoice* that doesn't list all of the services you were authorized to provide or if the service is shown at a lower rate or for a shorter time period than you were authorized to work, call your employer's Social Worker or Case Manager. The service(s) must appear on the *Service Invoice* before you can be paid for providing them.

What if I don't get my Service Invoice?

Your *Service Invoice* is considered late if you have not received it by the last working day of the month. If the *Service Invoice* is late, contact your employer's Social Worker or Case Manager.

What if I lose my Service Invoice?

To request a duplicate SSPS *Service Invoice*, contact your employer's Social Worker or Case Manager.

What if my check is late?

If you mail your *Service Invoice*, please allow for postal service delays and processing time when calculating if your check is late. Remember, payment for services within the current month are never mailed before the second business day of the next month.

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Can I call SSPS myself?

No. Call your employer's Case Manager or Social Worker.

What if my check is lost?

If your check has been lost, your employer's Social Worker or Case Manager will have you sign an affidavit of Lost, Stolen, or Destroyed Warrant (DSHS 09-13x), and have it notarized. You will not get a duplicate check until at least 30 days after the first check was issued.

What if my check is wrong?

Call your employer's Case Manager or Social Worker. If he or she does not correct the problem, you can contact your union for help in resolving the situation. Contact the Member Resource Center at 1-866-371-3200. You will need to have your IP Provider Number (located on your *Service Invoice*).

What if I call in/mail in my *Service Invoice* and discover I provided more authorized services/hours than I entered?

Contact your employer's Social Worker or Case Manager.

What if my mailing address changes?

To avoid a delay in your payment, call your employer's Social Worker or Case Manager right away. Provide the address change information so the SSPS system can be updated. Remember, the Post Office will forward invoices to a new address, but not paychecks.

What if my legal name changes?

If your legal name changes after you sign a DSHS contract (for example marriage or divorce), contact:

- Your employer's Case Manager to have your name changed for DSHS records.
- Your bank or credit union if you have direct deposit to ensure no delays in your electronic funds transfer payment.
- The Social Security Administration (SSA) to get an updated social security card (1-800-772-1213). DSHS can only update a name change if it matches SSA records.
- The Member Resource Center at 1-866-371-3200 to have your records changed with the union and the Training Partnership.

Will I be paid when my employer goes on vacation, to a nursing home, residential habilitation center (RHC) or to the hospital?

No. However, if you have accrued vacation/PTO, you may claim these hours on your *Service Invoice*. See page 19 for more information on claiming vacation/PTO.

Payment for services within the current month are not sent out before the second business day of the next month.

To avoid a delay in payment, call your employer's Case Manager right away when your mailing address changes.

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General Employment Information

Most HCS/AAA Individual Providers (IPs) receive payment from both DSHS (on behalf of their employer) and directly from their employer ("client participation").

WITHHOLDING FEDERAL INCOME TAX

You will need to decide if you want federal income tax withheld from your paycheck. The decision is up to you. Keep in mind, your decision does not affect whether or not you owe federal income taxes.

If you **want** federal income tax withheld from your paycheck, you must fill out and send in a completed Internal Revenue Service (IRS) W-4 form (see sample below). The W-4 form must be from the current year. You can get an IRS W-4 form by:

- Downloading it at <http://www.irs.gov/pub/irs-pdf/fw4.pdf>
- Calling the IRS at 1-800-829-3676 and asking for a form to be sent to you.
- Calling the Member Resource Center at 1-866-371-3200.

Filling in the W-4

Box 1,2,3, and 5 are required fields. Box 4,6, and 7 are optional. Leave box 8, 9, and 10 blank. Make sure to sign and date the form at the bottom.

Mail completed IRS W-4 forms to:

DSHS
Provider File Unit - Section Two
PO Box 45346
Olympia, WA 98504-5346

IRS information:
1-800-829-1040
IRS Forms:
1-800-829-3676
IRS Website:
<http://www.irs.gov>

Form **W-4** Employee's Withholding Allowance Certificate

OMB No. 1545-0047 **2012**

1 Your first name and middle initial Last name

2 Your social security number

3 ☐ Married ☐ Married, but withheld at higher single rate.
Not ☐ Single ☐ Separately ☐ Head of household ☐ Qualifying widow(er)

4 If your last name differs from that shown on your social security card, check here. You must call 1-800-772-1213 for a replacement card. ☐

5 Total number of allowances you are claiming (from line 4 above or from the applicable worksheet on page 2) 6 \$

7 I claim exemption from withholding for 2012, and I certify that I meet both of the following conditions for exemption.
• Last year I had a right to a refund of all federal income tax withheld because I had no tax liability, and
• This year I expect a refund of all federal income tax withheld because I expect to have no tax liability.
If you meet both conditions, write "Exempt" here. ☐

Under penalties of perjury, I declare that I have examined this certificate and, to the best of my knowledge and belief, it is true, correct, and complete.

Employee's signature (This form is not valid unless you sign it.) Date

8 Employer's name and address (Employer: Complete lines 8 and 10 only if sending to the IRS.) 9 Office code (optional) 10 Employer identification number (EIN)

For Privacy Act and Paperwork Reduction Act Notice, see page 2. Cat No. 10220Q Form W-4 (2012)

If you fill out and send in an accurate and complete W-4, you may be eligible to have federal income tax deducted from your paycheck per IRS rules. This W-4 remains in effect unless you send in a new one or send in a W-4D (W-4 Discontinuance Form). If you choose to complete a W-4 form, keep a copy of it for your own records.

If you **do not** want your federal income tax withheld, don't do anything.

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Federal income tax is not withheld from your paycheck unless you submit a valid IRS W-4 form. For information about paying your federal income tax if you choose **not** to submit a W-4, contact the IRS or talk with a tax advisor or accountant.

If you significantly under-withheld federal income taxes in the past, the IRS may notify you and DSHS by letter (called a "Lock Letter") that a specified amount of federal income tax must be withheld. If this is the case, withholding federal income taxes from your payment from DSHS is no longer voluntary. DSHS must comply until further notice from the IRS. If you receive an IRS Lock Letter, it will have a toll-free number for you to call if you want to dispute it.

DSHS staff are not tax professionals and cannot give you tax advice.

Please do not ask DSHS workers (case manager, SSPS staff, etc.) for help in making tax decisions. If you need help with this, contact a tax advisor, accountant, or the IRS. SEIU Healthcare 775 NW and some community organizations may have free tax help available.

SSPS staff can explain to you the IRS federal withholding guidelines and your current W-4 tax filing status is. You may call the SSPS Provider File Unit at 360-664-5883 for this information.

W-2 WAGE STATEMENT

A W-2 is a wage statement is the document that reports the taxable portion of your earnings to the federal and state government. If you were paid income through DSHS during a calendar year, you will receive a W-2 wage statement from DSHS.

The W-2 wage statement will be mailed no later than January 31 of the following year. For example, if you were paid income through DSHS in 2013 you will receive a W-2 wage statement for those earnings by January 31, 2014. If you have multiple employers (DSHS clients), you will receive a W-2 for each employer, including one for your vacation pay.

The W-2 wage statements only include the payments you received directly from DSHS on behalf of your employer during that year. The wages you receive from your employer ("client participation") will not be included on the W-2 wage statement you receive from DSHS.

If you choose to have federal income tax deducted from your paycheck (you filled out and sent in a W-4 for the current tax year), the amount deducted for federal income tax will be on your W-2.

If you have questions about the W-2 you receive from DSHS you can:

- e-mail the DSHS tax desk at taxinfo@dshs.wa.gov
- call the DSHS tax desk at 360-664-5830

DSHS tax desk staff can only answer questions about W-2s issued to you by DSHS. DSHS staff are not available for tax advice.



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SOCIAL SECURITY AND MEDICARE TAXES

Although DSHS is not your employer, in most circumstances DSHS is the Third Party Payor responsible for withholding and payment of Social Security and Medicare taxes (FICA) from the earnings paid to you by DSHS on behalf of your employer. There are a few exceptions to this.

Because of IRS rules, DSHS cannot withhold FICA/FUTA if you are:

- A parent providing services to your adult child.
- An adult child that is 18, 19, 20 years old providing services to your parent.
- The spouse of the person who receives Chore services.

If you fall in a category above and have questions or concerns, you can contact the IRS at www.irs.gov or by visiting your local office.

DSHS (with certain exceptions) is also the Third Party Payor responsible for the payment of Federal and State Unemployment Taxes (FUTA/SUTA).

Your employer may also be responsible for withholding Social Security and Medicare taxes from the amounts your employer pays you directly.

OBTAINING EVIDENCE OF INCOME

If a person or company wants to verify your income, ask if your Warrant System Remittance Advice is sufficient for them. It is equivalent to a pay stub. If you need something in addition to your Warrant System Remittance Advice, the request for evidence of income must be made directly from you and in writing. **You cannot get evidence of income from your employer's Social Worker or Case Manager.**

Send your request in writing to:

SSPS
P.O. Box 45812
Olympia, WA 98504-5812

UNEMPLOYMENT COMPENSATION

If your job as an Individual Provider ends or your employment is interrupted for a period of time, you can apply to the Employment Security Department (ESD) for unemployment compensation benefits (also called unemployment insurance). You must meet any ESD rules. Use your employer's name and address when filling out ESD forms. **DSHS, the Area Agency on Aging, and their employees are not your employer.**

Want more hours?
See the inside
back cover for
information on the
Referral Registry.

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HEALTH INSURANCE OPTIONS

You have two health insurance options: to the Benefits Trust or health insurance options available under the Affordable Care Act through the Washington Health Benefit Exchange. **You can only sign up for one of these health plans - not both.**

SEIU Healthcare NW Benefits Trust (Trust)

The Trust offers **worker-only** medical, dental, prescription drugs, and vision benefits to eligible Individual Providers (IPs) for \$25.00 each month. Coverage for Medicare eligible Individual Providers (IPs) may also be obtained through the Trust as primary coverage.

Enrollment and eligibility requirements for healthcare benefits are determined by the Trust. The current minimum requirements set by the Trust are that you work at least three consecutive months at a minimum of 86 hours per month and not be receiving health care benefits through other family coverage or other employment-based coverage. The 86 hours are calculated by looking at the total number of hours you worked and claimed for payment - no matter if payment is from DSHS or through client participation.

There are two ways to get more information about eligibility requirements and benefits or request an enrollment application:

1. Call the Member Resource Center at 1-(866) 371-3200
2. Submit an application online at www.myseiubenefits.org (log into your profile and click on Manage Health Benefits). Online applications are processed for first time applicants only. Applications are processed on the 20th of each month. It takes two months to process the application.

After enrollment, insurance starts on the first day of the month after any waiting periods, as long as you send in the application in a timely manner and maintain the minimum hours of 86 hours/month

Your share of the premium payment of \$25.00/month will be deducted from your regular pay after you enroll and have met the eligibility requirements.

Contact the Trust toll-free at 1-866-771-7359 (Interpreter provided), if you have questions about Cobra (continuation coverage).

Washington Health Benefit Exchange

Health insurance coverage through the Washington Health Benefit Exchange begins January 1, 2014. Depending on your income, there are a number of options.

For more information about Washington Health Benefit Exchange options or to apply for coverage:

- Visit the Health Plan Finder: website <https://www.wahealthplanfinder.org>
- Call the helpline: 1-855-WAFINDER. TTY Customers can call 1-855-627-9604
- Email the customer information center; customersupport@wahbexchange.org

Call the Member
Resource Center at:
1-866-371-3200

or visit:

www.myseiubenefits.org
for more details and the
most current information
about benefits offered.

Only sign up
for one of these
health plans – not
both.

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You can
accumulate 1 PTO
hour for every 35
hours you work.

You can
accumulate a
maximum of 85
PTO hours.

WORKERS COMPENSATION

Individual Providers (IPs) are covered by workers' compensation insurance through the Washington State Department of Labor and Industries. This means you may file a claim for benefits for any work-related illness or injury.

If you are injured while providing services for your employer and need immediate medical care, go to the nearest hospital or see your regular doctor. Tell the doctor your injury or illness is work-related and make sure to ask for and fill out a "Report of Injury or Occupational Disease" form. List your employer on the form as HCQA Negotiated Contract, 601 Union St., Suite 3500, Seattle, WA 98101.

A company called Sedgwick CMS manages all workers' compensation claims for Individual Providers (IPs). Contact them toll-free at **1-866-897-0386** if you are injured on the job.

VACATION HOURS/PAID TIME OFF (PTO) HOURS

You can get paid time off work to use in any way you choose (vacation, doctor appointments, sick time, etc.) after you earn paid time off (PTO) hours.

You will earn one hour of PTO for every 35 hours of authorized services you provide. You can accumulate a maximum of 85 PTO hours.

Using your PTO hours

You can choose to use PTO hours to take time off from work or cash out without taking time off. If you want to take time off using your PTO hours, you must:

- Inform and get permission from your employer at least two weeks before you take the time off.
- Tell your employer's Case Manager/Social Worker so he or she can help ensure the care plan is followed in your absence.

See page 19 for more information about how to report PTO hours. At this time, report any PTO hours as vacation hours.



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When PTO hours can be lost

If you reach the maximum of 85 PTO hours, you do not earn/accumulate any more PTO hours until the balance drops below 85 again. Any hours that would have accumulated are lost.

To reduce the balance, claim or cash out hours on your Service Invoice. See "Claiming Vacation/Paid Time Off PTO Hours" on page 19 for information on claiming PTO hours.

Unused PTO hours can also be lost if one year or more goes by and you do not provide services to a DSHS client. Unused PTO hours are not lost if a break in service lasts less than one year. You must be working for a DSHS client and providing services during a month to claim PTO hours.

IPs who are employed by a family member and never intend to work for anyone else should take this into consideration. If your family member moves to a residential care setting or dies, make sure to cash out any accrued PTO hours on your last Service Invoice.

If you work for an employer who is hospitalized, moves to a residential care facility, or dies, consider claiming accrued PTO hours on your last Service Invoice if it is possible you will not work for another DSHS client during the next year.

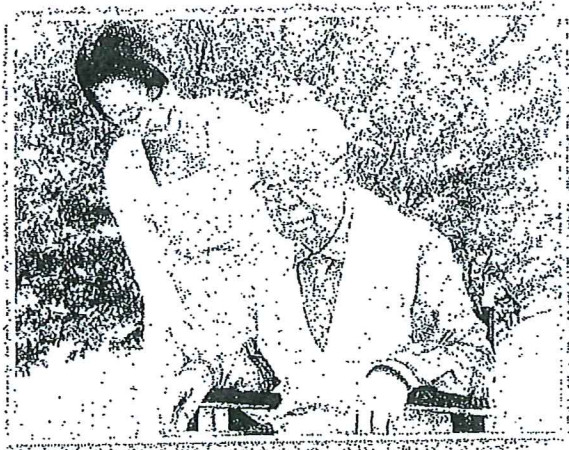
Does your employer need help finding coverage for your PTO? Encourage your employer to use the Referral Registry (see inside back cover)

PAY INCREASES

Individual Providers (IPs) receive pay increases for each 2000 hours paid for providing services to a DSHS client. Pay is increased automatically each time the total number of hours paid reaches a new level. The calculation of the 2000 hours started on July 1, 2005.

View the wage tables below for information about current wages and future pay increases. Contact the Member Resource Center at 1-866-371-3200 if you need more information.

See page 19 for more information on how to claim vacation/PTO hours.



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Cumulative Career Hours	Wage Table 1: Effective July 1, 2013 - June 30, 2014		
	Home Care Aide (Without Certification)	Certified Home Care Aide OR Certified Nurse Assistant License	Certified Home Care Aide WITH Completed Advanced Training
0-2000	\$10.53	\$10.78	\$11.03
2001-4000	\$10.68	\$10.93	\$11.18
4001-6000	\$10.85	\$11.10	\$11.35
6001-8000	\$10.98	\$11.23	\$11.48
8001-10000	\$11.14	\$11.39	\$11.64
10001-12000	\$11.30	\$11.55	\$11.80
12001-14000	\$11.46	\$11.71	\$11.96
14001 + hours	\$13.84	\$14.09	\$14.34

Cumulative Career Hours	Wage Table 2: Effective July 1, 2014 - June 30, 2015		
	Home Care Aide (Without Certification)	Certified Home Care Aide OR Certified Nurse Assistant License	Certified Home Care Aide WITH Completed Advanced Training
0-2000	\$11.06	\$11.31	\$11.56
2001-4000	\$11.21	\$11.46	\$11.71
4001-6000	\$11.39	\$11.64	\$11.89
6001-8000	\$11.53	\$11.78	\$12.03
8001-10000	\$11.70	\$11.95	\$12.20
10001-12000	\$11.86	\$12.12	\$12.36
12001-14000	\$12.03	\$12.28	\$12.53
14001 + hours	\$14.53	\$14.78	\$15.03

Note: Wages will be adjusted upwards by one dollar (\$1.00) an hour for Individual Providers who perform duties as mentors, preceptors, or trainers as assigned by the Training Partnership. Time worked as a mentor will not count toward cumulative care hours

DEDUCTIONS FROM YOUR PAYCHECK

All Individual Providers (IPs) are required to pay union membership dues or nonmember fair share fees. These are deducted monthly from your paycheck. Social Security and Medicare tax (FICA) may be also deducted.

You may request that the following voluntary deductions be made:

- SEIU 775 Health Benefits Trust or Basic Health Insurance premiums (if you have enrolled).
- Voluntary deductions.
- Federal withholding taxes.
- Additional Federal withholding taxes.

085

IF YOU LEAVE YOUR JOB

You must give at least two weeks written notice before you quit working for your employer. You must work your assigned schedule until the end of that notice period. Leaving your employer alone without needed assistance can be considered abandonment and is against the law.

You must give notice of quitting to:

- Your employer and/or his or her legal representative. **This must be in writing.**
- Your employer's Case Manager or Social Worker.
- Any other persons or organizations that your employer requests or is required to notify.

You must give at least two weeks written notice before quitting.

REFERENCES AND EMPLOYMENT VERIFICATION

It is up to your employer to provide a job reference for you. It is best to get a written job reference from your employer. Often job references are needed because your employer's health status changes, he/she moves to a residential setting, or dies and your services are no longer needed.

Think about getting a written job reference while it is possible for your employer to provide it. Let your employer know you are not thinking of leaving now but thinking ahead for the future.

People needing to verify your employment should be directed to your employer. The Social Worker, Case Manager or any representative from the State of Washington cannot do this for you. See page 23 if you need to have evidence of income.

You cannot abandon or leave your employer without the ability to get any of the basic necessities of life.



086

Mandatory Reporting of Abuse

By law, you are required to report immediately if you have reason to believe or you suspect that a vulnerable adult or child is being harmed.

Call Adult Protective Services (APS) if you have reason to believe or you suspect a vulnerable adult living in **his or her own home** is being harmed.

Call the Complaint Resolution Unit (CRU) if you have reason to believe or you suspect the vulnerable adult living in an **adult family home, assisted living facility, or nursing home** is being abused.

Call 1-866-EndHarm if you have reason to believe or you suspect a **child** is being harmed.

Adult Protective Services (APS) Numbers

Region 1

1-800-459-0421 (TTY) 509-568-3086

Spokane, Grant, Okanogan, Adams, Chelan, Douglas, Lincoln, Ferry, Stevens, Whitman, Pend Oreille, Yakima, Kittitas, Benton, Franklin, Walla Walla, Columbia, Garfield, Asotin, Klickitat

Region 2

1-866-221-4909 (TTY) 1-800-977-5456

Snohomish, Skagit, Island, San Juan, Whatcom, King

Region 3

1-877-734-6277 (TTY) 1-800-672-7091

Brémerton, Pierce, Thurston, Mason, Lewis, Clallam, Jefferson, Grays Harbor, Pacific, Wahkiakum, Cowlitz, Skamania, Clark

Complaint Resolution Unit (CRU) Number

Statewide

1-800-562-6078 (TTY) 1-800-737-7931

087



"The best and most
beautiful things in the
world cannot be seen or
even touched. They must
be felt with the heart."

– *Helen Keller*

088



The Home Care Referral Registry of Washington State can help you find additional hours as an in-home provider.

The Referral Registry is a web-based system that matches qualified IPs with consumers who receive long term in-home care services.

Getting enrolled on the Referral Registry is easy. Call or visit a local Registry office to get the process started. You can find your local Referral Registry office by calling 1-800-970-5456 or visit www.hcrr.wa.gov and click on "Registry Offices" to see if the Referral Registry is available in your area.

Do you have a friend interested in becoming an Individual Provider? Staff at the Referral Registry Center can also help people who meet the needed qualifications get started as in-home providers.

RESOURCES FOR CONSUMERS

The Referral Registry is a great tool for consumers looking for pre-qualified in-home providers. Consumers can contact their local Referral Registry Centers and receive a referral list of eligible providers that best match their needs. They can then interview and select an Individual Provider of their choice.

Consumers can also watch a recently produced video offering tips and advice on how to hire an individual provider on the HCQA YouTube channel. A link is available at www.hcrr.wa.gov.

RESOURCES FOR PROVIDERS

The right to be free from discrimination because of race, creed, color, national origin, sex, honorably discharged veteran or military status, sexual orientation, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability is recognized as and declared to be a civil right.

Information and support for Individual Providers is also available on-line through the Home Care Referral Registry website. Click on Provider Resources for up-to-date information on diseases and conditions, caregiving tips, current news and topics for providers.

Any information contained within the Reference Guide does not constitute or imply an employment contract or form the basis for continued employment as an IP. If a conflict exists between the information contained in this Reference Guide and your contract, then what is written in your contract prevails.

DSHS does not discriminate in serving or contracting with people because of race, color, national origin, gender, gender identity, gender expression, sexual orientation, age, religion, creed, marital status, disability, or Vietnam Era Veteran status, or the presence of any sensory, mental, or physical disability.

089

Ordering Publications

You may order this booklet and other DSHS publications through the Department of Printing's (DOP) Fulfillment Center (formerly called the General Store). Go to the DOP's website at:

myfulfillment.wa.gov

Publication requests may also be placed:

- By e-mail at fulfillment@prt.wa.gov
- By phone at (360) 570-5555
- By fax at (360) 664-2048

Make sure to include the name of the publication, publication number (DSHS 22-xxx), and a contact name and street mailing address for orders placed by e-mail, phone, or fax.

Resources on the Internet

To learn more about caregiving and long-term care topics visit:

www.adsa.dshs.wa.gov

SEIU 775 NW Resources

To learn more about your union benefits and training requirements:

- Union benefits at www.seiu775.org
- Required training and health benefits at www.myseiubenefits.org
- Email your question to the Member Resource Center at: mrc@seiu775.org
- Call the Member Resource Center at 1-866-371-3200 for information about your union, health insurance benefits, or training and certification requirements.

To speak with someone in a different language, use one of the following extensions when you call the Member Resource Center.

Language	Extension	Language	Extension
Russian	411	Somali	431
Ukrainian	412	Arabic	432
Spanish	413	Mandarin	423
Korean	421	Vietnamese	422
Cantonese	424	Swahili	433
Tagalog	442	Cambodian	441



DSHS 22-221(X) (Rev. 1/14)

Declaration of Kenneth Alvarez

EXHIBIT D

Home Care Aid Individual Providers

Aging Long Term Care
509-458-2509

1. Complete 5 HOURS OF SAFETY AND ORIENTATION TRAINING. This means you will watch 3 DVD's. They take 5 hours to complete.
2. Getting credit for Safety and Orientation:
 - * Call the Member Resource Center at 866-371-3200 and get your confirmation number for Safety and Orientation
 - * Call the Safety and Orientation Verification Line at 866-483-1397 and follow the instructions to get credit for watching the DVD's. *1x call*
 - * Call your IP Coordinator: Shari Olson 509-568-8833
Megan Scoville 509-568-9688
5 days Ellen
3. Wait for a call from your client's Case Manager for a start date.
4. After your hire date (the start date that is given to you by your client's Case Manager) complete the Department of Health Employment Verification Form and mail to: PO Box 47877, Olympia WA 98504
5. After you start providing services for your client schedule your 70 hour Basic Training. You have 120 days from your official START DATE to complete your training.
 - * Schedule your training by contacting Training Partners at 866-371-3200 or creating a profile at www.myselubenefits.org
 - * Please note that there could be a delay in being able to schedule your classes, give at least 5 business days after your start date to schedule your classes.
6. When you have scheduled your training and have received a letter from Department of Health notifying you of your credential number, schedule your test date. You have 200 days from your official START DATE to complete and pass your test.
 - * Go to www.prometric.com/wadon to complete the application for requesting your test date. The application will ask for your credential number from the Department of Health and the date you 70 hour class will be complete.
7. You will need to contact the Department of Health Home Care Aid Credentialing Department at (360)236-4700 to verify that they have received all necessary forms/information from you. Continuing Education Requirements: After you have completed your Home Care Aid Certification you are required to complete 12 hours of training each year prior to your birthday. Training Partners will notify you and give you the necessary information to complete this training. Your first Continuing Education assignment will be given to you AFTER you have completed your 70 hour Home Care Aid Certification.

number number

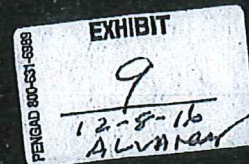


021
 KA

Declaration of Kenneth Alvarez

EXHIBIT E

Stronger Together



We've proven over and over that together
we can win, that by raising every voice we'll
continue to win ... That's what **MY UNION**
is all about—please join me today.

— Darryl Johnson, Kent



Real Results

My union, a history of fighting and winning

MY UNION

Before 775

- Won the best home care contract in the country
- Won raises bringing our starting pay to \$11/hour and our top step to \$15/hour by 7/1/14

WAGES

- Caregivers earned the minimum wage with no wage scales

- Won annual training for caregivers that enable us to provide quality care for our clients and for career advancement for us

TRAINING/ CAREER ADVANCEMENT

- Caregivers had no access to training or continuing education for career advancement

- Won affordable healthcare, dental care and vision coverage
- Won paid time off
- Won L&I coverage for all homecare workers

BENEFITS

- Caregivers worked without benefits, paid time off or comp insurance

- Won a new and improved process for clients to appeal to win increased hours back
- Our 2016 goal is to win funding to restore the hours that have been cut since 2009

QUALITY CARE

- Caregivers were invisible with no voice to collectively advocate for quality care for our clients at the legislature

For more information, call our Member Resource Center at 1-866-371-3200

006
KA

We're Stronger Together

Join together for a stronger voice for living wages, good benefits and quality care



Yes, I want to join with other long-term care workers for a stronger voice for quality care, living wages and good benefits.

FIRST NAME/LAST NAME

GENDER (M/F)

EMPLOYER

E-MAIL ADDRESS

CELL PHONE ☐ It's OK to send text messages (\$10 data/msg rates may apply)

PHONE (DAY)

PHONE (EVE)

BIRTHDATE

HOME ADDRESS

CITY

STATE/ZIP

SOCIAL SECURITY#

HIRE DATE

REGISTERED VOTER

LD

I want to join with other long-term care workers for a stronger voice for quality care, living wages and good benefits. I hereby request and accept membership in SEIU Healthcare 775NW. I authorize 775NW to act as my exclusive representative in collective bargaining over wages, hours and other terms and conditions of employment with my employer(s). I authorize my employer(s) to deduct from my wages all Union dues and other fees or assessments as shall be certified by 775NW under its Constitution and Bylaws and to remit those amounts to 775NW. This authorization is irrevocable for a period of one year from the date of execution and from year to year thereafter unless not less than thirty (30) and not more than forty-five (45) days prior to the annual anniversary date of this authorization or the termination of the contract between my employer and the Union, whichever occurs first, I notify the Union and my employer in writing, with my valid signature, of my desire to revoke this authorization. 775NW is authorized to use this authorization with my current employer(s) and with any other employer(s) in the event I change employers or obtain additional employment.

I believe all workers represented by the Union should pay their fair share to support the Union's activities. In addition, in order to build a more powerful Union, and in exchange for obtaining the rights and privileges of becoming a member of SEIU 775NW, I hereby knowingly release both SEIU 775NW and the State of Washington from any future legal claims or liability related to the State's past collection of agency fees from me pursuant to CBA Sec. 4.1 and/or RCW 41.50.113.

Contributions or gifts to 775NW are not tax deductible as charitable contributions for Federal income tax purposes. However, they may be tax deductible under other provisions of the Internal Revenue Code.

The invalidity or unenforceability of any particular provision hereof shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted. My signature shows that I agree with the terms above.

SIGNATURE

DATE

LANGUAGE PREFERENCE:

☐ ENG ☐ SPA ☐ URUS ☐ OVIE

☐ KOR ☐ Other: _____

 0002
NEO IP

SEIU Healthcare 775NW, 215 Columbia Street, Seattle, WA 98104
Toll Free: (866) 371-3200 www.SEIU775.org Fax: (206) 823-3401

 007
KA



NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES



POSTAGE WILL BE PAID BY ADDRESSEE

SEIU HEALTHCARE 775NW
215 COLUMBIA ST.
SEATTLE WA 98104-9621

(Fold along dotted lines, SEIU Healthcare 775NW return address facing out, tape on top)



Join Together For A Stronger Voice For:

- ✓ Living Wages
- ✓ Good Benefits
- ✓ Quality Care

Fill out this form, fold in half so the return envelope is on the outside, tape it shut and mail it - no postage required!

For more information, call our Member Resource Center at 1-866-371-3200



008
KA

Declaration of Kenneth Alvarez

EXHIBIT F



SEIU HEALTHCARE NW TRAINING PARTNERSHIP

KENNETH ALVAREZ

Training Transcript

DATE COMPLETED	CLASS NAME	CLASS TYPE	CREDITS	DELIVERY TYPE
4/11/2015	Basic Training 70: Core v2	BT	56.00	ILT
5/9/2015	Basic Training 70: Dementia v2	BT	14.00	ILT
7/21/2016	Supporting Consumer Independence (CE)	CE	1.00	Online
7/28/2016	Supporting Consumers with Mental Illness, Part 1	CE	1.00	Online
8/8/2016	Supporting Consumers with Mental Illness, Part 2	CE	1.00	Online
8/20/2016	Diabetes Nutrition: Managing Diabetes Through Diet	CE	1.00	Online
8/20/2016	SUPPORTING CONSUMERS WITH ANXIETY DISORDERS	CE	1.00	Online
8/28/2016	Nutrition: Creating Healthy and Balanced Meals for Consumers	CE	1.00	Online
8/16/2016	LGBTQ Community: Basics for a Better Working Relationship	CE	1.00	Online
9/6/2016	Taking Care of your Mental and Emotional Health	CE	1.00	Online
9/7/2016	Supporting a Consumer with Chronic Kidney Failure & Dialysis Course	CE	1.00	Online
7/29/2016	Nutrition: Cracking the Grocery Store Code and Unlocking Healthy Eating	CE	3.00	ILT



*BT: Basic Training, CE: Continuing Education, AT: Advanced Training
O&S: Orientation & Safety, PM: Peer Mentoring

Charissa Raynor

CHARISSA RAYNOR
EXECUTIVE DIRECTOR

David M. Rolf

DAVID ROLF
CHAIR, BOARD OF TRUSTEES



Declaration of Kenneth Alvarez

EXHIBIT G



We're Stronger Together

Join together for a stronger voice for living wages, good benefits and quality care

1 Yes, I want to join with other long-term care workers for a stronger voice for quality care, living wages and good benefits.

Kenneth Alvarez

M

State

FIRST NAME/LAST NAME

GENDER (M/F)

EMPLOYER

E-MAIL ADDRESS

CELL PHONE I'm OK to send text messages (Std data/msg rates may apply)

PHONE (DAY)

PHONE (EVE)

BIRTHDATE

HOME ADDRESS

CITY

STATE/ZIP

SOCIAL SECURITY#

HIRE DATE

REGISTERED VOTER

LD

I want to join with other long-term care workers for a stronger voice for quality care, living wages and good benefits. I hereby request and accept membership in SEIU Healthcare 775NW. I authorize 775NW to act as my exclusive representative in collective bargaining over wages, hours and other terms and conditions of employment with my employer(s). I authorize my employer(s) to deduct from my wages all Union dues and other fees or assessments as shall be certified by 775NW under its Constitution and Bylaws and to remit those amounts to 775NW. This authorization is irrevocable for a period of one year from the date of execution and from year to year thereafter unless not less than thirty (30) and not more than forty-five (45) days prior to the annual anniversary date of this authorization or the termination of the contract between my employer and the Union, whichever occurs first, I notify the Union and my employer in writing, with my valid signature, of my desire to revoke this authorization. 775NW is authorized to use this authorization with my current employer(s) and with any other employer(s) in the event I change employers or obtain additional employment.

I believe all workers represented by the Union should pay their fair share to support the Union's activities. In addition, in order to build a more powerful Union, and in exchange for obtaining the rights and privileges of becoming a member of SEIU 775NW, I hereby knowingly release both SEIU 775NW and the State of Washington from any future legal claims or liability related to the State's past collection of agency fees from me pursuant to CBA Sec. 4.1 and/or RCW 41.56.113.

Contributions or gifts to 775NW are not tax deductible as charitable contributions for Federal income tax purposes. However, they may be tax deductible under other provisions of the Internal Revenue Code.

The invalidity or unenforceability of any particular provision hereof shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted. My signature shows that I agree with the terms above.

5/14/15

SIGNATURE

DATE

2 Hold Politicians Accountable to Working Families

Yes! I want to hold politicians accountable to working families and I know we can only do that if we stand together. I hereby authorize my employer to withhold the indicated amount per month to forward to SEIU Healthcare 775NW as a contribution to SEIU Committee on Political Education (SEIU COPE). My signature shows that I agree with the terms below.

☐ \$20 ☐ \$15 ☐ \$10

SIGNATURE

DATE

PRINT FIRST NAME/LAST NAME

EMPLOYER

I understand that: 1) No employer or labor organization may discriminate against an officer or employee in the terms or conditions of employment for contributing or not contributing to a political committee, or supporting or opposing a candidate, ballot measure or political party; 2) Contributions are not required as a condition of employment or Union membership and I may refuse to contribute without any reprisal; 3) The amount of \$20, \$15 or \$10 per month is merely suggested and I may give more or less than these amounts by some other means; 4) SEIU COPE will use the money it receives to make political expenditures including addressing issues important to working families and contributing to and spending money in connection with federal, state, and local elections; 5) Only Union members and staff who are U.S. citizens or lawful permanent residents are eligible to contribute to SEIU COPE. Contributions to SEIU COPE are not deductible as charitable contributions for Federal income tax purposes. This authorization shall remain in effect until revoked by me in writing.

3 Yes! I want to get active in my union!

☐ Yes! I want to join the fight to lift caregivers out of poverty and volunteer my time to MY UNION!

LANGUAGE PREFERENCE:
☐ ENG ☐ SPA ☐ RUS ☐ VIE
☐ KOR ☐ Other: _____

VBT oPPT oHV oCE oPCPU
oNEO oMCOI oName _____

CHAY

0003

EXHIBIT
12-9-16
ALVAREZ
PENGAD 800-631-6980

Declaration of Kenneth Alvarez

EXHIBIT H



STATE OF WASHINGTON
DEPARTMENT OF SOCIAL AND HEALTH SERVICES
Aging and Long-Term Support Administration
PO Box 45600, Olympia, WA 98504-5600

December 5, 2016

Kenneth Alvarez

Dear Mr. Alvarez:

As the Assistant Secretary of the Department of Social and Health Services (DSHS), Aging and Long-Term Support Administration, I want to ensure that you are aware that you are not, at any time, required to meet with representatives from SEIU 775 as a condition of employment. You are not required to attend union presentations in connection with any type of Individual Provider training, orientation or contracting meetings, whether these are offered through the Training Partnership, your local DSHS office, or your local Area Agency on Aging. The purpose of the union presentations is to provide you with information about your rights as a member of the Individual Provider bargaining unit. The union presentations are not mandatory. You will suffer no discrimination or retaliation as a result of your choice to meet, or not meet, with SEIU 775 representatives.

Sincerely,

A handwritten signature in black ink, appearing to read "Bill Moss".

Bill Moss
Assistant Secretary

DSHS: *Transforming Lives*

Cc: Alicia Young, Assistant Attorney General



HON. ROBERT J. BRYAN

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT TACOMA

Kenneth Alvarez, Carol Shetler and Raul Flores,
Individual Providers in Washington,

Plaintiffs,

v.

GOVERNOR JAY INSLEE, in His Official
Capacity as Governor of the State of Washington;
PATRICIA LASHWAY in Her Official Capacity
as Secretary of the Washington Department of
Social and Health Services ("DSHS"), SERVICE
EMPLOYEES INTERNATIONAL UNION
HEALTHCARE 775NW ("SEIU 775"), a labor
organization;

Defendants.

NO. 3:16-cv-5111

**DECLARATION OF PLAINTIFF RAUL
FLORES IN SUPPORT OF
PLAINTIFFS' MOTION FOR
SUMMARY JUDGMENT**

I, Raul Flores, hereby declare under penalty of perjury under the laws of the State of Washington that the forgoing is true and correct:

1. I am over the age of 18, have personal knowledge of the facts set forth herein, and am competent to testify.
2. I am a Plaintiff in the above-captioned case.

1 3. I work as an individual provider and have provided care to my nephew since July
2 2016. I became an individual provider to help my mom with taking care of my nephew.

3 4. After I expressed interest in becoming a provider, DSHS called my mom to
4 inform her that I needed to go to a state office to sign a contract and other forms. I needed to do
5 this in order to become a provider for my nephew.

6 5. I also received a letter, sent from DSHS, instructing me that I needed to come into
7 a State office to sign a contract, receive training information, union materials, and an
8 Employment Reference Guide. Attached as **Exhibit A** is a true and accurate copy of the letter I
9 received informing me to come to DSHS office for this contracting appointment. The letter does
10 not contain any reference that the contracting appointment includes a meeting with a union
11 representative, or that meeting with a union representative was optional.

12 6. As instructed, I went to a State office on July 5, 2016 to sign the contract to
13 become a provider.

14 7. When I first arrived, I went into the State office and told the lady up front that I
15 was there for an appointment with Gina Thomas from DSHS. I took a seat and waited
16 approximately 5 to 10 minutes. Gina came out to the waiting room, introduced herself, and told
17 me to follow her into a back room to sign paperwork.

18 8. When we sat down, another lady walked in. This lady introduced herself as Peggy
19 from the Union, and Gina said that Peggy was going to spend about 10 to 15 minutes with me.
20 Then Gina left.

21 9. At that time, I did not know that the State and the Union were separate entities
22 because the State had required me to be there to meet with a State worker. I thought the union
23 was a necessity because the lady from the union was there at the appointment that I had to go to.
24

1 10. Also at that time, I also had not signed any paperwork yet, including the contract
2 to work as a provider for my nephew. Also, no one informed me that I did not have to remain
3 with and listen to Peggy after Gina left.

4 11. When Gina left, Peggy proceeded to tell me about the benefits of union
5 membership, the union's political activities, and how important it was to get the right people in
6 office to push what the union is fighting for.

7 12. While speaking, Peggy handed me a flyer called the "The Union Difference."
8 Attached as **Exhibit B** is a true and accurate copy of the Union Difference flyer I received during
9 the contracting appointment. Peggy wrote her name, the word "organizer" and a phone number
10 on the flyer. She referred to the flyer during her spiel about the union.

11 13. While speaking, Peggy also handed me a union membership application. Attached
12 as **Exhibit C** is a true and accurate copy of the union membership application I received from
13 Peggy during the contracting appointment. Peggy said that she was going to go over it really
14 quickly and read what was on the form. Peggy told me that it did not cost anything to fill out the
15 form, that I would get some insurance and a bonus, and that I'd get discounts at certain stores and
16 other services. I did not read the form's fine print because Peggy was going over the application
17 very quickly and reading its contents to me. Since Peggy told me it didn't cost anything to be in
18 the union, I signed the form.

19 14. After about 15 minutes, Gina returned to the room and Peggy left. Gina then gave
20 me several documents to review. Attached as **Exhibit D** is a true and accurate copy of a welcome
21 packet that Gina handed to me during the contracting appointment. The materials included
22 instructions to complete basic training and continuing education classes, to register for basic
23
24

1 training with the SEIU Training Partnership, and a reminder to make sure to go to my scheduled
2 classes on time.

3 15. On July 29, 2017, I received an e-mail from the Union saying that I had
4 authorized the deduction of union dues from my wages. Attached as **Exhibit D** is a true and
5 accurate copy of the e-mail I received on July 29, 2016 from the union, regarding union dues
6 deductions. I then looked up my paycheck online and saw that union deductions were being
7 taken from my paycheck. That was the first time that I learned that union membership was not
8 free, which was not what I had been told during my contracting appointment.

9 16. After I learned that union dues were deducted from my paycheck, I called the
10 union. No one from the union returned my calls, so I called Peggy directly. When I reached
11 Peggy, I told her that she had misinformed me by telling me that union membership was free.
12 Peggy kept trying to avoid this by repeatedly insisting that union dues was how the union got its
13 money. After she repeated herself several times, she finally told me that all she could do was to
14 tell me to call the office. I told her that I had already called the union's office, that the office had
15 not responded to any of my calls, and that's why I had called her. She then told me there was
16 nothing she could do.

17 17. On September 9, 2016, I went to SEIU Partnership's website to register for basic
18 training. I didn't think there was any difference between the union and SEIU Partnership because
19 they both share the same name of "SEIU."

20 18. When I registered for training, I could only choose a bundle of classes. There was
21 no choice to individually select the training classes or the included Union Time. I also did not see
22 any indication that Union Time was "optional."
23
24

1 19. After I registered for the required bundle of training classes as instructed by
2 DSHS, I received a notice to arrive for the first day of training. The notice included a warning
3 not to arrive late, or I may need to reschedule the class.

4 20. If I had known that I didn't have to go to a union presentation at 8:30 a.m. on the
5 first day of training, I would have instead arrived at 9:00 a.m. when regular training was
6 scheduled.

7 21. On October 10, 2016, I arrived to his first day of training at 8:30 a.m. as
8 instructed. However, no one showed up until 9:00 a.m. The entire class just waited for a half-
9 hour until the next training session began at 9:00 a.m.

10 22. Later that day, at around 10:30 a.m. and just before the first break, a sign-up sheet
11 was passed around for us to confirm our attendance. A sign-up sheet was passed around three
12 times per day, and if the students did not sign their name each time they did not get credit for
13 attending. I did not read the fine print of the sign-up sheet, but signed because I believed that I
14 had to sign that I was there to receive the state-required credit for attending, especially since I
15 had been there since 8:30 a.m..

16 23. A union representative, who happened to be Peggy Myers, showed up that Friday,
17 October 14, 2016 at 9:00 a.m., the beginning time of training for that day. She apologized for not
18 showing up on the first day of training and brought with her a box of "apology donuts," as she
19 called them.

20 24. For the next half hour to forty minutes, Peggy continued to give pretty much the
21 same spiel she gave at the contracting appointment—talking about the benefits of union
22 membership, all the union's accomplishments, its political activities, and the health benefits
23 associated with union membership, and the union's need for dues deductions.

1 25. I thought I had to be there because the union presentation occurred during the
2 scheduled time class. If we weren't there, we wouldn't get credit for the training we needed to
3 take to become a provider.

4 26. Although Peggy's speech lasted about 30-40 minutes, that time was not made up
5 for the actual training. The students lost about 30-40 minutes of actual training to a union
6 presentation, but because I thought it was required and a part of the training, I understood that I
7 had completed my training requirements for that day.

8 27. On December 5, 2016, I received a letter from DSHS informing me that I was not
9 required to meet with union representatives during contracting appointments, basic training, or
10 continuing education classes. Attached as **Exhibit H** is a true and accurate copy of the letter I
11 received from DSHS on that date. Prior to receiving the letter, I believed that I was required to
12 attend the union presentations that occurred during my contracting appointment, basic training
13 and continuing education classes.

14 28. However, I am unsure how to implement and secure my new-found right not to
15 attend future union presentations, nor am I sure how I will be received by the State employees or
16 training instructors when I fail to attend these union presentations, especially when they occur
17 within otherwise mandatory appointments or training.

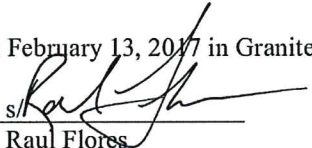
18 29. I object to the union's speech and to having to attend to the union spiels during
19 my contracting appointment and my basic training.

OF PLAINTIFFS' MOTION FOR SUMMARY
JUDGMENT
No. 3:16-cv-5111

6

Legal@myFreedomFoundation.com
360.956.3482 | myFreedomFoundation.com
WA | PO Box 552, Olympia, WA 98507
OR | 736 Hawthorne Ave NE, Salem OR 97301

Signed February 13, 2017 in Granite Falls, WA

By: s/ 
Raul Flores

DECLARATION OF RAUL FLORES IN SUPPORT
OF PLAINTIFFS' MOTION FOR SUMMARY
JUDGMENT
No. 3:16-cv-5111

7


Legal@myFreedomFoundation.com
360.956.3482 | myFreedomFoundation.com
WA | PO Box 552, Olympia, WA 98507
OR | 736 Hawthorne Ave NE, Salem OR 97301

DECLARATION OF SERVICE

I, Stephanie Olson, hereby declare under penalty of perjury under the laws of the State of Washington that on February 15, 2017, I caused the foregoing document and related attachments to be delivered via e-mail to the following:

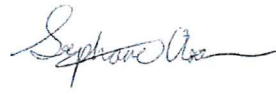
For Defendants SEIU 775:

. Michael C Subit msubit@frankfreed.com
. jfrancisco@frankfreed.com
. Scott A Kronland skronland@altber.com jperley@altber.com

For State Defendants Inslee and Lashway:

. Alicia O Young AliciaO@atg.wa.gov
. Albert H Wang AlbertW@atg.wa.gov
. LPDarbitration@atg.wa.gov
. margaretm@atg.wa.gov
. GaryS2@atg.wa.gov
. EricaE@atg.wa.gov

DATED: February 15, 2017, at Olympia, Washington.



Stephanie Olson

Declaration of Raul Flores

EXHIBIT A



STATE OF WASHINGTON
DEPARTMENT OF SOCIAL AND HEALTH SERVICES
Developmental Disabilities Administration
840 N. Broadway, Suite 100, Everett, Washington 98201-1296

Dear Contractor:

The Developmental Disabilities Administration (DDA) is pleased that you are interested in providing services for our customers. Please complete and return the following forms:

- ✓ Contractor Intake form:
- ✓ Background Authorization form (please fill this out completely to prevent denial)
- ✓ Fingerprint-Based Background Check Notice
- ✓ W-9

The following documentation is required:

- ✓ A copy of your Washington State Drivers License
- ✓ A copy of your Social Security card.

Please understand that incomplete applications will not be processed. Please be sure that all of the required items are included in the envelope before you mail it.

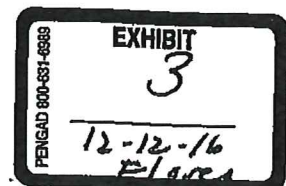
Information concerning fingerprinting will be sent to you when this intake is received. The Background Central Check Unit (BCCU) and the FBI will conduct a background check. Once we have received your clearance, we will notify you.

You will then need to schedule a meeting at the DDA office. At this meeting, you will sign your contract; receive training information, union materials and an Employment Reference Guide.

DDA appreciates the time and energy it takes to complete this process. If you have any questions I can be reached in Everett at 425-339-4840, or toll free at 1-800-788-2053.

Sincerely,

Gina Thomas
Dept of Social & Health Services
Program Specialist II
Developmental Disabilities Administration
425-339-4840
gina.thomas@dshs.wa.gov



Declaration of Raul Flores

EXHIBIT B



The Union Difference

Peggy Myers

*Organizer
Everett Office
721 Hewitt Ave
Suite 507*

BEST HOME CARE CONTRACT IN THE NATION (July 2015 - June 2017)

INDIVIDUAL PROVIDER CONTRACT

(July 2013 - June 2015)

EARLY PROGRESS WITH SEIU 775

- \$10.03 / hour with step increase every 2000 hours
- Health insurance (if work 86 hours)
- Mileage reimbursement up to 60 miles
- 1 hour vacation for every 40 worked
- Paid training access
- L&I coverage

BEFORE SEIU 775

- \$7.68 / hour
- NO health, dental, vision

- Equal wages & benefits for home care agency workers

- \$11.03 / hour with step increase every 2000 hrs (most experienced caregivers get \$2.50 over 2 years to make almost \$15 / hour)

- Health insurance (if work 86 hours)

- Mileage reimbursement up to 100 miles

- 1 hour vacation for every 35 worked

- Paid training access

- L&I coverage

- Equal wages & benefits for home care agency workers

- Up to \$2.50 raises

Average wage goes up to almost \$14 / hour

- Pay increases every 6 months

- RETIREMENT PLAN: DSHS contribution of \$0.23 for every hour worked

- Health insurance (if work 80 hours)

- Mileage reimbursement up to 100 miles

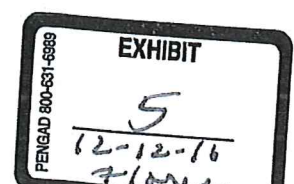
- 1 hour vacation for every 30 worked (starting July 1, 2016)

- Paid training access

- L&I coverage

- Equal wages & benefits for home care agency workers

Stronger Together



Member Resource Center

866 - 371 - 3200



Call us toll-free
or email us: mrc@seiu775.org

MRC business hours: 8am - 6pm PST

To speak to a representative,
dial the MRC number
(1-866-371-3200), then:

Press 1 to ask about **TRAINING**

Press 2 for **HEALTH BENEFITS**

Press 3 for **UNION ISSUES**

including pay, your union
contract and benefits, or how
to be active in your union

Press 0 if you would like to hear
RECORDED FACTS about pay, training,
health insurance, or other issues

Language options:

Русский Язык = 411

Українська = 412

Español = 413

한국어 = 421

Vietnamese = 422

中文 Mandarin = 423

中文 Cantonese = 424

Somali = 431

Arabic = 432

Kiswahili = 433

Cambodian = 441

Tagalog = 442



Declaration of Raul Flores

EXHIBIT C

**SEIU 775****We're Stronger Together**

1 YES, I want to join with other long-term care workers for a stronger voice for quality care, living wages, and good benefits!

[REDACTED] PURES		MALE	IP
		GENDER	EMPLOYER
[REDACTED]		[REDACTED]	
		STATE / ZIP	
[REDACTED]			
CELL PHONE (Please see * below)			
[REDACTED]		[REDACTED]	
PHONE (DAY) (Please see * below)		PHONE (EVENING) (Please see * below)	BIRTHDATE
[REDACTED]		[REDACTED]	
SOCIAL SECURITY # (LAST 4 DIGITS)		HIRE DATE	REGISTERED VOTER
[REDACTED]		[REDACTED]	



I want to join with other long-term care workers for a stronger voice for quality care, living wages and good benefits. I hereby request and accept membership in SEIU 775 and I agree to abide by its Constitution and Bylaws. I authorize 775 to act as my exclusive representative in collective bargaining over wages, hours and other terms and conditions of employment with my employer(s).

In exchange for obtaining special benefits through exclusive access to the SEIU 775 Membership Plus Benefits Program, I authorize my employer(s) to deduct from my wages all Union dues and other fees or assessments as shall be certified by 775 under its Constitution and Bylaws and to remit those amounts to 775. This authorization is irrevocable for a period of one year from the date of execution and from year to year thereafter, regardless of my membership status, unless not less than thirty (30) and not more than forty-five (45) days prior to the annual anniversary date of this authorization or the termination of the contract between my employer and the Union, whichever occurs first, I notify the Union and my employer in writing, with my valid signature, of my desire to revoke this authorization. 775 is authorized to use this authorization with my current employer(s) and with any other employer(s) in the event I change employers or obtain additional employment.

I believe everyone should pay their fair share to support our Union's activities. In order to build a more powerful Union, I hereby knowingly release both SEIU 775 and the State of Washington from any future legal claims or liability related to the State's past collection of agency fees from me pursuant to CBA Sec. 4.1 and/or RCW 41.56.113.

Contributions or gifts to 775 are not tax deductible as charitable contributions for Federal income tax purposes. However, they may be tax deductible under other provisions of the Internal Revenue Code.

[Signature] 7/15/16
SIGNATURE DATE

**By providing my phone number, I understand SEIU 775, SEIU, and affiliates may use automated calling technologies and/or text message me on my cell phone on a periodic basis. SEIU will never charge for text message alerts. Carrier message and data rates may apply to such alerts. Text STOP to 787753 to stop receiving messages or HELP to 787753 for more information.*

2 Hold Politicians Accountable to Working Families!

Yes! I want to hold politicians accountable to working families and I know we can only do that if we stand together. I hereby authorize my employer to withhold the indicated amount per month to forward to SEIU 775 as a contribution to SEIU Committee on Political Education (SEIU COPE). My signature shows that I agree with the terms below.

☐ \$20 ☐ \$15 ☒ \$10

<i>[Signature]</i>	<u>7/15/16</u>
SIGNATURE	DATE
<u>RAUL OMAR PURES</u>	<u>IP</u>
PRINT FIRST NAME / LAST NAME	EMPLOYER

I understand that: 1) No employer or labor organization may discriminate against an officer or employee in the terms or conditions of employment for contributing or not contributing to a political committee, or supporting or opposing a candidate; 2) Contributions are not required as a condition of employment or union membership and I may refuse to contribute without any reprisal; 3) The amount of \$20, \$15 or \$10 per month are merely suggested guidelines, and I am free to contribute more or less than these amounts by some other means; 4) SEIU COPE will use the money it receives to make political expenditures including addressing issues important to working families and contributing to and spending money in connection with federal, state, and local elections; 5) Only union members and staff who are U.S. citizens or lawful permanent residents are eligible to contribute to SEIU COPE. Contributions to SEIU COPE are not deductible as charitable contributions for federal income tax purposes. This authorization shall remain in effect until revoked by me in writing.

3 I want to be active in my union!

☐ I want to join the fight to lift caregivers out of poverty and volunteer my time to MY UNION!

LANGUAGE PREFERENCE:

☒ ENG ☐ KOR ☐ RUS

☐ SPA ☐ VIE

☐ Other: _____

FOR OFFICE USE ONLY:

☐ BT ☐ CE ☐ HV

☐ NEO ☒ TPO

☒ Name: P. Myers

0005

Declaration of Raul Flores

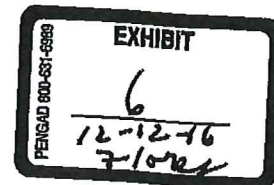
EXHIBIT D

YOUR MEMBER BENEFITS WELCOME KIT INCLUDES:

- ✓ Information on the Training Partnership
- ✓ Information on the Health Benefits Trust
- ✓ Instructions on completing the Orientation and Safety training
- ✓ Training Requirements grid
- ✓ Two checklists: one for you and one for our files
- ✓ Free latex gloves information

**NEED HELP? CONTACT THE MEMBER RESOURCE
CENTER:**

1-866-371-3200



Dear Home Care Aide,

On behalf of SEIU 775 Benefits Group, welcome to the Home Care Aide (HCA) profession. You join a community of 45,000 long-term care workers across Washington whose work supports people and their ability to live independently, safely, and with dignity.

1 ORIENTATION & SAFETY

Your first step after contracting is to complete Orientation and Safety (O&S) training. This is a 5-hour online course that counts toward your training requirement and may be taken on any computer with an Internet connection.*

- *1. Visit www.myseiubenefits.org to register as a user
2. Launch the Orientation and Safety training
3. After completing, credit is automatically granted and you are ready to be authorized for personal care.

5hr.
online

2 BASIC TRAINING

After completing Orientation and Safety training, your next step is to register for Basic Training. The type of care you provide determines your required training hours and whether you will need to be certified as a Home Care Aide through Department of Health.

Individual Providers:

- Register for Basic Training online at www.myseiubenefits.org
- Call the Member Resource Center at 1-866-371-3200 to register over the phone

Agency Providers:

- Check with your employer on the best way to register for training

3 FINISH STRONG!

Make sure you go to your scheduled classes! Once you are contracted, you have 120 days to complete your required training. Get started today!

If you have questions along the way, contact your employer or the Member Resource Center (MRC). The MRC is available throughout your career as a Home Care worker to provide support and answer questions you may have.

Again, welcome to the profession! We are excited to work alongside you.

Sincerely,

Christian Riquelme

Executive Director
SEIU 775 Benefits Group



If you have questions regarding your training, call the Member Resource Center at: 1-866-371-3200

*If you are unable to complete Orientation & Safety training online, read the back page.

Keep & Use this Checklist to become a Individual Provider Home Care Aide Certified**Requirements Under the Law:**

You must complete 75 hours of training (Includes 5 hours of orientation and safety) within 120 days of your hire date (open service authorization) and become a Certified Home Care Aide within 200 days of hire. If you do not meet these deadlines you cannot continue to be paid. Use the following RECOMMENDED timelines and checklist to meet deadlines.

You will work with staff to begin the process to be hired as a Home Care Aide

Use the same name on all forms. Example: Jonathan, John or Johnny

- ☒ Complete a Name and Date of Birth background check at the time of contracting.
- ☒ An OCA#, which you need for your Department of Health Application, will be generated on the Fingerprint appointment form you get at contracting. Keep this form and write the OCA# here: 4134943 - 4134943
- ☒ You will arrange to have Fingerprint taken. Write the appointment time here: 4/18/16
- ☒ **Before you provide care:** Watch the 5 hour DVD, *Orientation & Safety Training*, confirm by calling 1-866-483-1397 automated system. Have ready last 4 digits of your SSN and your confirmation code from the Training Partnership. You will be mailed a Welcome Letter from The SEIU Healthcare NW Training Partnership, read it for directions.

 Step 1: You submit a Department of Health (DOH) application

- ☐ **Complete by 14 days from hire:** Apply to the DOH for certification. Submit a DOH HCA Certification Application. The OCA# from the finger print appointment form must be on the DOH application. You will be mailed a Welcome Letter from The NW Training Partnership, read it carefully for directions to send in your application. **Do NOT pay fees.**
- ⇒ You are assigned a 10 digit DOH credential # (begins with HM). You need this # for your Prometric application. Find your DOH credential number on the DOH website by clicking on "Provider Credential Search". #HM
- ⇒ If you are limited English proficient, LEP (means your ability to read, write or speak English is limited) you may qualify for an additional 60 day provisional certification. You must indicate this on the initial DOH application to qualify.

 Step 2: You register for Training with the NW Training Partnership

- ☐ **Do this by 14 days from hire:** Register for the 70 hour basic training through the NW Training Partnership website (www.mysejubenefits.org) or call the Membership Resource Center at 1-866-371-3200.
- ☐ **Recommend you complete by 60 days from hire:** Complete your training as soon as possible to ensure you get classes in the area where you live and in time to meet testing and certification deadlines. Training Dates: _____
- ⇒ Once 75 hours of training is complete, a copy of your Certificate of Completion from the Training Partnership will be automatically sent to DOH by the Training Partnership.

 Step 3: You submit a Prometric Candidate Application to schedule your test

- ☐ **Once training is scheduled:** Apply to Prometric to take the HCA written and skills certification exam. Submit a Application Form For WA State HCA Examinations. Follow the directions in your Welcome Letter and see back of flyer for address and directions. **Do NOT send money.** (If you have an LEP credential do not use PV# use HM#)
- ⇒ Use the DOH assigned 10 digit credential number above in Step 1 as the candidate ID number requested on this form.
- ⇒ The HCA's skills exam can be taken in 13 languages including English. The written exam can be taken orally in English or in any of these languages. See back of flyer for instructions and the list of languages.

 Step 4: Complete training and testing then DOH will determine Home Care Aide Certification

- ☐ You must complete 75 hours of training prior to taking the written and skills test through Prometric. Set your testing date based on your expected completion date for training. Once you complete training take your test as scheduled. Write test date here. _____
- ⇒ If you must miss the exam time written above; reschedule your exam immediately. If you fail the exam, reapply immediately to Prometric to retest. You can take the failed portion of the test twice. **You must pay a fee for each retest.**
- ⇒ If DOH has issued your credential, the DOH website will show you as "Active". See back of flyer for website addresses.

The deadline to complete testing and certification as a HCA is 200 days from hire. The service begin date is the first date that you provide care with an open service authorization notice you receive from SSPS. This is the first day you are hired. The 120 days to complete basic training starts from the service begin date which is your hire date.

Give yourself the best chance of meeting mandatory deadlines!

Recommended



14 Days →

Register for Training

Apply to DOH

(DOH 14 day mandatory)

30 Days →

Apply to Prometric

60 Days →

Complete Training

65 Days →

Take Test

Mandatory Deadlines

120 days for training
200 or 260 certification

Allows time to complete training by the 120th day and certification by the 200th day or Provisional certification by the 260th day for Limited English Proficiency.

If You Don't Meet Training and Certification Deadlines



- You CANNOT be paid to provide care.
- You MUST pay for any remaining training yourself.

How to Take the HCA Exam in Other Languages

To take the HCA exam in Spanish, Russian, Vietnamese, Korean, Chinese, Cambodian, Laotian, Samoan, Somali, Ukrainian, Tagalog or Arabic check the language desired on the Prometric HCA Exam Application. To take the written test orally in English or one of these languages, check "Oral Exam and Skills exam" under "First Time Tester" on the HCA Application. If you choose an oral test, the computer reads the question and answer choices out loud to you.

HCA Credentialing Information

Who	Telephone and Fax	Mailing Address	Email
DOH	HCA Credentialing Coordinator (360) 236-2700 DOH Customer Service (360) 236-4700	Mail application to: (Do Not include Fee) DOH Home Care Aide Credentialing P.O. Box 1099 Olympia, WA 98507 Mail other documents NOT sent with initial application to: DOH Home Care Aide Credentialing P.O. Box 47877 Olympia, WA 98504	Homecarealides@doh.wa.gov
Prometric	You will apply on line with Prometric Prometric Feature: Online Application Download the Information Booklet to help answer your questions. General Instruction are in 13 languages.	Mail EXAM APPLICATION to Prometric. Do Not send Fees Prometric, Attention: WA Home Care Aide Program 7941 Corporate Dr. Nottingham, MD 21236 Fax: 800-813-6670	Prometric Email: WAHCA@prometric.com



Find these Quick links in one location at www.adsa.dshs.wa.gov/professional/training/links

Background Checks

- [Background Check Authorization Form](#)
- [Fingerprint Appointment Form](#)
- [BCCU website](#)

Training

- [Find a Class/Instructor](#)

Certification—DOH

- [Main Website](#)
- [HCA Certification Application](#)
- [Provider Credential Search](#)

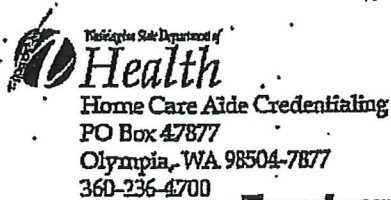
NW Training Partnership MRC
1-866-371-3200

[SEIU Healthcare NW Training Partnership](#)

Certification Exam—Prometric

- [Main Website](#)
- [WA State HCA Examinations Application Form](#)
- [HCA Test Information Bulletin](#)

Washington State
Department of Social
A Health Services
ASBA Policy & Quality
Services Administration
September 2013



Employment Verification Form

(to be completed by employer)

Note: this form is not required if you are unemployed.

Last Name of Individual Hired:	First Name:
Middle Name/Initial:	Date of Birth of Individual:
Date of Hire:	Last Date of Employment
Job Title and Description:	
Training requirements completed on the date individual was hired:	

Note: Individuals who worked between January 1, 2011 and January 6, 2012 must send proof of training requirements completed at the time of hire, which can be a certificate of completion.

Name of facility or agency, if applicable

Name of Employer (print).

Title (print)

Signature of Employer

Please send completed form to the above address.

5. Work Experience

List your work experience. Attach additional completed pages if you need more space.

Name and Location of Institution	From (mm/dd/yy)	To (mm/dd/yy)	Type of Experience or Speciality

6. Other License, Certification, or Registration

List all states where credentials are or were held. Attach additional completed pages if you need more space.

State	License/Certification/Registration Type	License/Certification/Registration		Method of Licensure		
		Year Issued	Number	Exam	Endorse	Grand Fathered

7. Aids Education and Training Attestation

I certify I have completed the minimum of four hours of education in the prevention, transmission and treatment of AIDS, which included the topics of etiology and epidemiology, testing and counseling, infection control guidelines, clinical manifestations and treatment, legal and ethical issues to include confidentiality, and psychosocial issues to include special population considerations.

I understand I must maintain records documenting said education for two years and be prepared to submit those records to the department if requested. I understand that should I provide any false information, my license may be denied, or if issued, suspended or revoked.

- ☐ School curriculum
☐ Employer/Other

IN PROCESS

Applicant's Initials	Date

Training Requirements

Training Grid for Individual Providers	Orientation & Safety Trainings	Parent Provider Class	Basic training Respite-only provider	Basic Trainings	Basic Trainings	DOH Certification	Continuing Education	Nurse Delegation Training for Nursing Assistants
	5 hours DVD's at home	7 hours	30 hours	30 hours	70 hours		12 hours	9 hours
Parent IP (working only with own adult son/daughter receiving services through DDD)	Prior to working with a client	Within 120 days of service- begin date (Bring completed Questionnaire to training)	N/A	N/A	N/A	N/A	N/A	N/A
Respite-only provider: working 300 hours a year / No Personal Care hours	Prior to working with a client	N/A	Within 120 days of service- begin date	N/A	N/A	N/A	N/A	N/A
Limited service provider: working twenty hours or less a month with only one client through DDD / can do Personal Care	Prior to working with a client	N/A	N/A	Within 120 days of service- begin date	N/A	N/A	N/A	N/A
Standard IP: (working more than 20 hrs a month or an adult child providing services for a parent)	Prior to working with a client	N/A	N/A	N/A	Within 120 days of service- begin date	Within 200 days of service- begin date Contact DOH ASAP to apply for Certification	Each year by your birthday	Before performing a nurse delegated task
Credentialed IP's (CNA, RN, LPN, etc.)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Each year by your birthday

Signing up for Training - IPs

IP's receive their training through the SEIU Healthcare NW Training Partnership. To sign up for training, call the Member Resource Center toll free at 1-866-371-3200 or visit www.myseliubenefits.org.

IPs who do not meet training deadlines have their payment to provide personal care terminated and must take training from a DSHS contracted community instructor.

PLEASE READ

Information about accessing free latex gloves

Effective immediately, Individual Providers serving Medicaid and state-only-funded clients will have more access to gloves as part of each client's health benefit. Gloves must be available for use by Individual Providers (IPs) when providing hands-on personal care services to clients. Wearing protective gloves and washing hands frequently will greatly decrease the risk of spreading infection.

Each client is eligible to receive a supply of 200 gloves per month. Additional gloves can be requested if medically necessary. Clients can access glove supplies in the following ways:

APPLE HEALTH (MEDICAID) MANAGED CARE PROGRAM CLIENTS:

Follow the instructions documented on the "How to obtain non-sterile gloves for your personal caregiver" flyer which will be included in the clients service packet.

APPLE HEALTH (MEDICAID) NON-MANAGED CARE CLIENTS:

1. Find a Durable Medical Equipment Supplier at the Health Care Authority website, http://www.hca.wa.gov/medicaid/dme/Documents/ffs_providers_non_sterile_gloves.pdf
2. Call your primary care physician, OR
3. Call the number located on the back of his/her Medical Services Card.



STATE-ONLY FUNDED CLIENTS:

1. Check with their health insurance to see if gloves are offered as a benefit.
2. If gloves are not covered by their insurance, contact their case manager at the Home and Community Service, Area Agency on Aging or Developmental Disabilities Administration office.

How to obtain non-sterile gloves for your personal caregivers

	1. Call your primary care physician. 2. Call the number on the back of your card (1-800-440-1561).
	1. Call member services at the number on the back of your card (1-800-869-7165). 2. Contact your Molina case manager if you have one. 3. Call your primary care physician.
	1. Call your Coordinated Care case manager. 2. Call your primary care physician. 3. Call a supplier directly by going to the Coordinated Care website under "Find a Provider" by entering your zip code and searching for a DME supplier. 4. Call the toll-free number on the back of your card (1-877-644-4613).
	1. Call a DME supplier directly: Edgepark Medical Supplies at https://www.edgepark.com/ or 1-888-394-5375 Medline at http://www.medline.com/search/search.jsp?question=Non-Sterile+Glove or 1-800-MEDLINE (1-800-633-5463) Byram at http://www.byramphealthcare.com/ or 1-877-902-9726 Mail order supplies to client(s) residing in a nursing home, long-term facility, or directly to the client(s) 2. Call the number on the back of your card (1-877-542-8997).
	1. Call Amerigroup national vendor, Univita, at 1-800-369-1416. 2. Call your primary care physician to have them fax a request to the plan. 3. Call the toll-free number on the back of your card (1-800-600-4441).
Fee-for-Service	1. Call a DME supplier http://www.hca.wa.gov/medicaid/dme/Documents/ffs_providers_non_sterile_gloves.pdf. 2. Call your primary care physician. 3. Call the toll-free line on the back of your ProviderOne card (1-800-562-3022).

For more information, visit: <http://www.hca.wa.gov/medicaid/dme/Pages/default.aspx>

ENROLLMENT APPLICATION for Medical, Prescription, Vision & Dental Benefits **SEIU HEALTHCARE NW HEALTH BENEFITS TRUST**



PARTICIPATION RULES

To be eligible for this Plan, home care workers must work at least 88 hours per month for 3 consecutive months and allow an additional 2 month processing period. You will then be set up on the insurance with a carrier based upon your region and preference. If you sign up for a different health insurance plan while you are covered on this Plan, you must notify the Trust Administration Office immediately. This insurance is for home care workers only and does not cover family members or dependents.

If you have questions about this application, form or benefits, call the Trust Administration Office (toll free)

Trust Administration Office: Mail to: PO Box 6 Mukilteo, WA 98275 Phone: (866) 371-3200 FAX: (206) 859-2637.

Personal Information: Please print clearly and in English (* indicates required information)			
* Your Name:	First Name	Middle Initial	Last Name
* Your Address:			State Zip
* Social Security Number:	* Date of Birth:	Day Phone: () Cell Phone: ()	* Gender: ☐ M. ☐ F
* IP Provider Number (found on your State Invoice):	Your Email Address (optional):		Preferred Language:

YOU CAN EITHER ENROLL OR WAIVE COVERAGE -- ONLY COMPLETE THE SECTION BELOW THAT APPLIES TO YOU

☐ **WAIVER OF COVERAGE** (please provide a reason for your declining this coverage by checking applicable boxes below, then sign)

- ☐ Have coverage through another employer
 ☐ Have coverage through a family member
 ☐ Plan has no Dependent coverage
☐ Have WA Basic Health Plan
 ☐ Enrolled in Medicare
 ☐ Other _____

WAIVER OF COVERAGE ONLY: By signing below, I agree to waive my election of health insurance until the earlier of the next Open Enrollment opportunity or when I next experience a HIPAA special enrollment qualifying event.

Signature _____ (this signature is for WAIVER OF COVERAGE ONLY) Date _____

☐ **NEW ENROLLMENT**

Please complete below if you are enrolling in the Trust plan. Please note: You may enroll now even if you are not eligible at this time. When you become eligible, the Trust will notify you of your coverage effective date.

* **Medical:** Please place the insurance carrier choices below in the order of your preference. You will be enrolled based on your preference and the availability of that insurance choice in your zip code location. These insurance carrier choices are regional and not available in all parts of the state.

- Group Health Cooperative HMO
- Kaiser Permanente HMO
- Regence Blue Shield PPO

PLEASE WRITE IN YOUR ORDER OF INSURANCE CARRIER PREFERENCE

CHOICE #1

CHOICE #2

CHOICE #3

* **Dental:** Please check one.

- ☐ Premiera Blue Cross Dental -or- ☐ Willamette Dental HMO

NOTE: If you do not choose medical and dental carriers, the Trust will assign them for you.

Have you had other insurance in the last 12 months? ☐ Yes ☐ No. If yes, please complete the fields below:			
Current or Prior Coverage Information	Date Coverage Began:	Date Coverage Ended:	Name of Insurance Company:
If you had other health insurance in the last 12 months, please include a copy of your Certificate of Coverage. If you don't have one, you can request it from your prior insurance company. If you currently have other insurance and are enrolling in the Trust Plan, send the Certificate when your current plan ends.			

APPLICATION AGREEMENT

I hereby apply for coverage under the contract between my health plan, and SEIU 775, and I agree with the terms of the contract. I certify that I meet all the eligibility criteria set forth in the outline of benefits and/or the contract. I have provided these answers as part of the application procedure required by the insurance carriers to enroll in coverage and I certify that all information completed on this form is true, correct, and complete. I understand that the insurance carriers will rely on each answer in making coverage and rating determinations. For the protection of all of our members, fraud or misrepresentation of material fact by me for the purposes of defrauding the insurance carriers may result in the insurance carriers taking any action allowed by law or Contract, including termination or rescission of coverage, denial of benefits, and/or pursuit of criminal charges and penalties.

The information I have given in this application is true, correct and complete to the best of my knowledge. I understand that I will withhold information or give false or misleading information, I will lose coverage. If I have given false information, the Trust may prosecute me for perjury or bill me for ineligible services.

ENROLLMENT FOR COVERAGE ONLY: By signing below, I agree to the required monthly payroll deduction for my health insurance.

Signature _____ (this signature is for ENROLLMENT FOR COVERAGE ONLY) Date _____

INDIVIDUAL PROVIDER CONTRACTING CHECKLIST AND ACKNOWLEDGEMENT

Please initial each item:

1) _____ I understand that the contracts must be renewed every 4 years; background checks will be done every 2 years and that fingerprints were required only for the initial contract.

2) _____ I understand that it is my responsibility to complete the Orientation and Safety training before providing care to the client and I need to follow all of the steps outlined in the handout. I also understand this training is available in only six languages: English, Russian, Spanish, Vietnamese, Korean and Cantonese.

3) _____ I understand that after completing the Orientation and Safety training, I must complete the state required Basic Training of 70 (or 30) hours within 120 days of my contract start date and become Health Care Aid certified within 200 days. I also understand this training is available in only six languages: English, Russian, Spanish, Vietnamese, Korean and Cantonese.

- Workers with the following Washington state credentials hired after January 6, 2012, are exempt from increased basic training requirements:
 - o RNs, LPNs, nurse technicians, advanced registered nurse practitioners (ARNP), or nursing assistants-certified (referred to as CNAs or NACs).
Note: This list EXCLUDES NARs (Nursing Assistants Registered); they must complete the increased basic training requirements and they must become certified home care aides.
 - o A person with special education training and endorsement granted by the Superintendent of Public Instruction

4) _____ I understand that I must contact Department of Health (DOH) (360-236-4700) within 14 days of the contract begin date to start the process of becoming a certified Health Care Aid. The timeframe for certification is 200 days.

5) _____ I also understand the home aide exam is offered in the six listed languages.

6) _____ I understand I must complete 12 hours of Continuing Education training by my birthday beginning the first year after I complete Basic Training.

7) _____ I understand that I am required to renew my Home Care Aid Certification every year to keep my contract active and valid.

8) _____ I understand that my client is my employer, not DSHS, ADSA, or DDA and I will notify both my employer and the Case Manager of any change in my ability to carry out the assigned Service Plan or schedule.

9) _____ I understand that I am responsible for reading and carrying out the Service Plan for my client.

10) _____ I also understand that I will not be paid for services or mileage provided outside the home unless specified in the Service Plan.

11) _____ I understand I will notify my client's Case Manager within 24 hours if there are any significant changes in the client's personal care needs or living situation, for example: hospitalization, death.

12) _____ I understand that I have agreed to complete and maintain copies (paper or electronic) of my Individual Provider Time sheets and understand that the copies may be requested by the Case Manager or DSHS at any time.

13) _____ I understand that it is my responsibility to notify DDA if my address or phone number has changed. Please call: 425-339-4840 to change your address or phone number.

I have received an Individual Provider Information Packet which contains:

- Employment Reference Guide for Individual Providers
- Caregiver Orientation & Safety Instructions
- Benefits Information
- Handbook for DDD Individual Providers
- Training Grid

Provider Name (print): _____

Provider Signature: _____

Date Signed: _____

DDA Representative: _____

Declaration of Raul Flores

EXHIBIT D

Sunday, December 11, 2016 8:11:24 PM Pacific Standard Time

----- Forwarded message -----

From: "David Rolf, SEIU 775" <mrc@seiu775.org>

Date: Jul 29, 2016 2:26 PM

Subject: Caregivers are strong together

To:

Cc:



Is this email not displaying correctly? [View it in your browser.](#)



IMPORTANT NOTICE

Dear Raul,

Thank you for stepping-up and signing the new SEIU 775 membership form*. I am writing to confirm that you recently agreed to the following membership commitment:

"I want to join with other long-term care workers for a stronger voice for quality care, living wages and good benefits. I hereby request and accept membership in SEIU 775 and I agree to abide by its Constitution and Bylaws. I authorize 775 to act as my exclusive representative in collective bargaining over wages, hours and other terms and conditions of employment with my employer(s).

In exchange for obtaining special benefits through exclusive access to the SEIU 775 Membership Plus Benefits Program, I authorize my employer(s) to deduct from my wages all Union dues and other fees or assessments as shall be certified by 775 under its Constitution and Bylaws and to remit those amounts to 775. This authorization is irrevocable for a period of one year from the date of execution and from year to year thereafter, regardless of my membership status, unless not less than thirty (30) and not more than forty-five (45) days prior to the annual anniversary date of this authorization or the termination of the contract between my employer and the Union, whichever occurs first, I notify the Union and my employer in writing, with my valid signature, of my desire to revoke this authorization. 775 is authorized to use this authorization with my current employer(s) and with any other employer(s) in the event I change employers or obtain additional employment.

Contributions or gifts to 775 are not tax deductible as charitable contributions for Federal income tax purposes. However, they may be tax deductible under other provisions of the Internal Revenue Code."

If you do not believe you made this commitment, please let us know as soon as possible by calling the Member Resources Center at 866-371-3200. If, in the future, you decide to cancel your membership in SEIU 775, you must do so in writing. Please address your correspondence to Secretary-Treasurer, SEIU 775, 215 Columbia Street, Seattle, WA 98104.

By signing on, you state your commitment to the more than 33,000 fellow individual providers who want not only to be treated fairly, but want to advocate for the people they care for. Each member who signs a form and becomes a "card-signing member" makes us stronger and more effective in bargaining and in the Legislature as we fight for dignity for our clients and respect for the critical work we do. In 2014 alone, more

than 10,000 individual providers committed to being a part of our united voice by becoming card-signing members.

We're doing important work together in our union, including negotiating and ratifying the best home care contract in the country—a contract that includes:

- **An average wage of more than \$14.37/hour;**
- Raises every six months, averaging nearly \$2.50/hour by the end of the contract;
- A new top step that will reach \$15.40 per hour;
- A new retirement plan for homecare providers;
- Increased paid time off;
- The right to participate in our clients' assessments;
- Funding for a new referral registry to help caregivers get more hours by finding additional clients; and
- Preserving all the gains we fought for in our previous contract.

Card-signing members also have access to our new Membership Plus program, which gives caregivers discounts on everyday expenses like your cell phone, car insurance, and prescriptions. After your membership form is processed, visit SEIU775Plus.org and click "register" to start enjoying your new Membership Plus benefits.

Every other year we've had to fight hard to negotiate a new contract and then lobby to get the contract funded. This year is no different. Your support has come at a crucial time, because it helps build on our momentum. **Thank you again for uniting with us;** and for the important work that you do.

Sincerely,

David Rolf
SEIU 775 President

* Your verbal authorization is the equivalent of signing a SEIU 775 membership form.

[follow on Twitter](#) | [like on Facebook](#)

SEIU 775 | 215 Columbia St | Seattle, WA 98104
Member Resource Center: toll-free [1-866-371-3200](tel:1-866-371-3200)

[unsubscribe from this list](#) | [update subscription preferences](#)

Declaration of Raul Flores

EXHIBIT H



STATE OF WASHINGTON
DEPARTMENT OF SOCIAL AND HEALTH SERVICES
Aging and Long-Term Support Administration
PO Box 45600, Olympia, WA 98504-5600

December 5, 2016

Raul Flores

Dear Mr. Flores:

As the Assistant Secretary of the Department of Social and Health Services (DSHS), Aging and Long-Term Support Administration, I want to ensure that you are aware that you are not, at any time, required to meet with representatives from SEIU 775 as a condition of employment. You are not required to attend union presentations in connection with any type of Individual Provider training, orientation or contracting meetings, whether these are offered through the Training Partnership, your local DSHS office, or your local Area Agency on Aging. The purpose of the union presentations is to provide you with information about your rights as a member of the Individual Provider bargaining unit. The union presentations are not mandatory. You will suffer no discrimination or retaliation as a result of your choice to meet, or not meet, with SEIU 775 representatives.

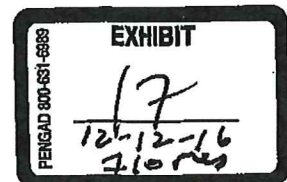
Sincerely,

A handwritten signature in black ink, appearing to read "Bill Moss".

Bill Moss
Assistant Secretary

DSHS: *Transforming Lives*

Cc: Alicia Young, Assistant Attorney General



HON. ROBERT J. BRYAN

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT TACOMA

Kenneth Alvarez, Carol Shetler and Raul Flores,
Individual Providers in Washington,

Plaintiffs,

v.

GOVERNOR JAY INSLEE, in His Official
Capacity as Governor of the State of Washington;
PATRICIA LASHWAY in Her Official Capacity
as Secretary of the Washington Department of
Social and Health Services ("DSHS"), SERVICE
EMPLOYEES INTERNATIONAL UNION
HEALTHCARE 775NW ("SEIU 775"), a labor
organization;

Defendants.

NO. 3:16-cv-5111

**DECLARATION OF CAROL
SHETLER IN SUPPORT OF
PLAINTIFFS' MOTION FOR
SUMMARY JUDGMENT**

I, Carol Shetler, hereby declare under penalty of perjury under the laws of the State of Washington that the forgoing is true and correct:

1. I am over the age of 18, have personal knowledge of the facts set forth herein, and am competent to testify.

2. I am a Plaintiff in the above-captioned case.

1 3. I work as an IP and provide care to my son. I became an IP to provide care to my
2 sister in 1997, and then transitioned to providing care for my son in 2003.

3 **CONTINUING EDUCATION CLASSES**

4 4. It is my understanding that as an IP, I am required to take twelve hours of
5 continuing education classes each year prior to my birthday. I know this because my case
6 manager told me that I must. I know that you better do what your case manager tells you to do, or
7 your contract is going to get dropped and you can no longer work as an IP.

8 5. After my sister passed away, my case manager told me that I still needed to
9 complete twelve hours of continuing education classes to work as an IP and provide care for my
10 son. The way it was explained to me is that usually parent providers are exempt from the annual
11 continuing education requirement, but that exemption did not apply to me because I started as an
12 IP by providing care to my sister.

13 6. It came down to less than a week before my birthday and my case manager was
14 calling me, saying I needed to complete my continuing education classes. I never personally
15 called the union about taking continuing education classes because every time I called the union
16 about various matters they never knew the answer or would say they would get back to me but
17 they never did.

18 7. On April 12, 2016, I registered for continuing education classes through the SEIU
19 Partnership's website. At first I thought SEIU Partnership and SEIU 775 were the same entity
20 because they both have SEIU in the name. Only from my own research have I learned that SEIU
21 Partnership is a trust. However, the relationship between the two entities is confusing because the
22 SEIU Partnership does not state that it is a trust, separate from the union on any of the documents
23 given to me.

1 8. When I registered for the continuing education classes, there was no separate
2 option to register for Union Time. Union Time is not even mentioned or included on the
3 registration page or emails I received about the continuing education classes I chose.

4 9. My training class schedule included a reminder from SEIU Partnership to arrive
5 on time for class and that SEIU Partnership reserves the right to refuse late arrivals. Attached as
6 **Exhibit A** is a true and accurate copy of the reminder I received from SEIU Partnership. I know
7 that they are serious about arriving on time, because I have personally seen people arrive ten
8 minutes late and be turned away.

9 10. On May 10, 2016, I arrived at the training location for a continuing education
10 class on nutrition. I arrived, signed in, and had my ID checked. At 9:00 a.m., which was the time
11 the nutrition class was scheduled to start, the instructor told the class that she would wait for a
12 few minutes for a union representative to arrive. After we waited for a few minutes and the union
13 representative never showed, the instructor continued with the nutrition class.

14 11. On June 28, 2016, I arrived at the training location for a continuing education
15 class on stroke care. I had registered for a class on stroke care because my son had a stroke and
16 so the class was very important for me to take, and it was not offered online.

17 12. When I arrived at 8:15 a.m. for the class, I signed in and they checked my ID. We
18 all sat down and were ready for class to start when the instructor told us that a representative
19 from SEIU 775 was here to talk to the class.

20 13. Prior to the instructor's announcement, I had no idea that a union representative
21 would speak to us that day.

22 14. The instructor did not state that the Union Time was optional. Neither did the
23 union representative. I did not have any reason to ask if Union Time was optional -- the thought
24

1 did not even cross my mind because it seemed to be required. The way the process works is you
 2 sign in, there are breaks, and you sign out. During the classes, you are required to sit there and
 3 listen to what's happening once the class starts. I arrived to the class at the time it was supposed
 4 to start and stayed until the instructor said we could leave, which was at the end of training for
 5 that day. The instructor did not say we could leave during Union Time. As I understood it we
 6 were supposed to listen to the union representative's spiel, as it was a part of the required time.

7 15. The union representative passed a union membership application to each
 8 individual person in the class. Other IPs spoke up and said that they had already signed it, and the
 9 union representative stated that you need to sign it again because we're updating our records. The
 10 union representative also urged people to sign up for political donations.

11 16. During the union representative's presentation, she said something that caused me
 12 to raise my hand and tell the class that union membership is not required to work as an IP. I also
 13 informed the class that I had opted out because the union had not been helpful, there were some
 14 bad personal experiences, and I disagreed with the political aspect of it.

15 17. It took me a lot of courage to raise my hand and speak out. I don't like to
 16 confront, and even raising my hand and speaking out was nerve-racking. I was shaking as I spoke
 17 up. Even if I had known Union Time was optional, I would have felt nervous walking out
 18 because I did not want to feel like the black sheep.

19 CONTRACTING APPOINTMENT

20 18. As an IP, every four years, I receive a letter stating that it's time to renew my
 21 contract, and I am required to go down to a State office.

22 19. On September 22, 2016, I went to a State office for by renewal contracting
 23 appointment in Vancouver, Washington. I walked in, signed in, and got a badge. Then, a
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1 contracting person came in and led me and a group of other people to a back room. We sat down,
2 and the contracting person walked around and gathered everyone's driver's license to make a
3 copy of it. The contracting person also gave us multiple sheets of paper to sign and read. This
4 contracting appointment occurred after I joined this case.

5 20. During the contracting appointment, I came to a document that stated that
6 individual providers are required to be a part of the union. I knew this was incorrect, so I raised
7 my hand and spoke up. It's very hard to speak up because sometimes other people are pro-union
8 and will come back at you and make statements. Other people did make statements when I spoke
9 up. Some said "I don't have any problem with the union" and things of that nature. So, I just said
10 the document needed to be updated. The contracting person just stated that she was reading what
11 was on the document.

12 DSHS LETTER

13 21. On about December 5, 2016, I received a letter from DSHS informing me that I
14 was not required to meet with union representatives during contracting appointments, basic
15 training, or continuing education classes. Attached as **Exhibit B** is a true and accurate copy of
16 the letter I received from DSHS around that date. Prior to receiving the letter, I believed that I
17 was required to attend the union presentations that occurred during my contracting appointment,
18 basic training and continuing education classes.

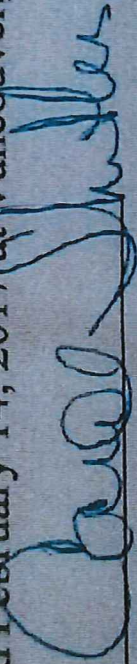
19 22. However, I am unsure how to implement and secure my new-found right not to
20 attend future union presentations, nor am I sure how I will be received by the State employees or
21 training instructors when I fail to attend these union presentations, especially when they occur
22 within otherwise mandatory appointments or training.

1 23. I object to the union's speech and having to attend the union spiels during my
2 continuing education classes.
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Signed February 14, 2017 at Vancouver, WA.

By: s/

Carol Shetler

A handwritten signature in blue ink, appearing to read "Carol Shetler", written over a horizontal line.

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DECLARATION OF SERVICE

I, Stephanie Olson, hereby declare under penalty of perjury under the laws of the State of Washington that on February 15, 2017, I caused the foregoing document and related attachments to be delivered via e-mail to the following:

For Defendants SEIU 775:

. Michael C Subit msubit@frankfreed.com
. jfrancisco@frankfreed.com
. Scott A Kronland skronland@altber.com jperley@altber.com

For State Defendants Inslee and Lashway:

. Alicia O Young AliciaO@atg.wa.gov
. Albert H Wang AlbertW@atg.wa.gov
. LPDarbitration@atg.wa.gov
. margaretm@atg.wa.gov
. GaryS2@atg.wa.gov
. EricaE@atg.wa.gov

DATED: February 15, 2017, at Olympia, Washington.



Stephanie Olson

Declaration of Carol Shetler

EXHIBIT A



Upcoming Class Schedule

Student Name: CAROL SHETLER
Student Id: 924793736477

*Class Name	*Start Date/Time	*End Date/Time	*Location	Language
-------------	------------------	----------------	-----------	----------

*Subject to change. You will be notified based on your notification preferences in your record. Please make sure your contact information is current.

Thank you for registering, here are a few tips to help you access training.

Be Prepared for Class

Be prepared! Bring a photo ID, a pen, and a snack. Make sure you are on time! Our instructors reserve the right to not allow late arrivals.

Sign in and out of the Roster

Please remember to sign in and out of the roster at the beginning and the end of class to receive credit.

Only Registered Students and Interpreters are Allowed in Class

Only registered students and pre-approved interpreters are allowed in class. Students may not bring Consumers, children, or any other visitors to class.

Cancellations

If you need to cancel class registration you must do so at least 72 hours in advance of the class time.



Declaration of Carol Shetler

EXHIBIT B



STATE OF WASHINGTON
DEPARTMENT OF SOCIAL AND HEALTH SERVICES
Aging and Long-Term Support Administration
PO Box 45600, Olympia, WA 98504-5600

December 5, 2016

Carol Shetler

Dear Ms. Shetler:

As the Assistant Secretary of the Department of Social and Health Services (DSHS), Aging and Long-Term Support Administration, I want to ensure that you are aware that you are not, at any time, required to meet with representatives from SEIU 775 as a condition of employment. You are not required to attend union presentations in connection with any type of Individual Provider training, orientation or contracting meetings, whether these are offered through the Training Partnership, your local DSHS office, or your local Area Agency on Aging. The purpose of the union presentations is to provide you with information about your rights as a member of the Individual Provider bargaining unit. The union presentations are not mandatory. You will suffer no discrimination or retaliation as a result of your choice to meet, or not meet, with SEIU 775 representatives.

Sincerely,

A handwritten signature in black ink, appearing to read "Bill Moss".

Bill Moss
Assistant Secretary

DSHS: *Transforming Lives*

Cc: Alicia Young, Assistant Attorney General



HON. ROBERT J. BRYAN

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT TACOMA

Kenneth Alvarez, Carol Shetler, and Raul Flores,
Individual Providers in Washington,

Plaintiffs,

v.

GOVERNOR JAY INSLEE, in His Official
Capacity as Governor of the State of Washington;
PATRICIA LASHWAY in Her Official Capacity
as Secretary of the Washington Department of
Social and Health Services (“DSHS”), SERVICE
EMPLOYEES INTERNATIONAL UNION
HEALTHCARE 775NW (“SEIU 775”), a labor
organization;

Defendants.

NO. 3:16-cv-5111

**[PROPOSED] ORDER GRANTING
PLAINTIFFS’ MOTION FOR
SUMMARY JUDGMENT**

Upon Plaintiffs’ Motion for Summary Judgment, Plaintiffs’ Motion is GRANTED.

Date this ____ day of ____, 2017

Honorable Robert J. Bryan
UNITED STATES DISTRICT JUDGE

1 Presented by:

2 s/ Stephanie Olson

3 Stephanie Olson, WSBA # 50100

CERTIFICATE OF SERVICE

I, Stephanie Olson, certify and state as follows:

1. I am a citizen of the United States and resident of the state of Washington.
2. I am over the age of 18 years.
3. I am employed by the Freedom Foundation, counsel to Plaintiffs in the above-referenced case.
4. I caused the foregoing document to be served upon counsel of record at the e-mail addresses stated below, on February 15, 2017.

For Defendants SEIU 775:

- . Michael C Subit msubit@frankfreed.com
- . jfrancisco@frankfreed.com
- . Scott A Kronland skronland@altber.com jperley@altber.com

For State Defendants Inslee and Lashway:

- . Alicia O Young AliciaO@atg.wa.gov
- . Albert H Wang AlbertW@atg.wa.gov
- . LPDarbitration@atg.wa.gov
- . margaretm@atg.wa.gov
- . GaryS2@atg.wa.gov
- . EricaE@atg.wa.gov

DATED: February 15, 2017, at Olympia, Washington.

s/Stephanie Olson

Stephanie Olson