

As an Individual Provider (“IP” or “You”) employed by CDWA and managed by a Client or Authorized Representative (“Client/AR”), your Employment Attestation is required.

Consumer Direct Care Network Washington, LLC (“CDWA”) contracts with the Washington State Department of Social and Health Services (“DSHS”) to hire IPs to provide in-home personal or respite care to individuals who receive DSHS Medicaid services (“Clients”). Clients serve as the Managing Employers of the IPs that provide them with services. DSHS approves services to be provided by the IP to the Client. CDWA will serve as the legal Employer of Record of IPs, provide administrative and payroll functions on behalf of Clients, and pay IPs for services delivered.

As an IP, You acknowledge understanding of the following:

1. Compensation: CDWA is responsible to pay You as follows:

- a. **Hourly Wage** – As set in collective bargaining with Service Employees International Union Healthcare 775NW (SEIU): Applies to:
 - Personal Care and Respite services approved in the Client’s care plan.
 - Administrative time – fifteen (15) minutes per pay period to record and submit time worked.
 - Required Training – initial, advanced, and twelve (12) hours of annual continuing education related to your work as an IP.
- b. **Overtime Pay** – 1.5 times regular pay for any hours worked in excess of forty (40) in a work week. Working overtime is not allowed unless You have an approved Work Week Limit (WWL) in excess of 40 hours. Contact CDWA if a temporary workweek adjustment is needed.
- c. **Travel Time** is:
 - Direct travel from one Client’s home to another Client’s home between work shifts.
 - Direct travel between a Client’s home and a training facility (work sites).
 - Authorized for not more than 60 minutes between eligible work sites or 7 hours in a work week.
 - Paid at your current hourly rate.
- d. **Mileage** – Miles You drive your personal vehicle to provide approved services. This includes shopping and travel for medical services for the Client. You will be paid at the IRS-recognized rate.
- e. You may not work if:
 - The Client loses Medicaid funding, is in the hospital, incarcerated or in an inpatient facility.
 - You perform tasks not approved on the Client’s plan of care.
 - You have unauthorized overtime or are beyond your WWL.
 - You are not cleared due to an expired background check.
 - You have not renewed your training certifications.
 - You are on administrative hold due to an expired background check or training certification.

- f. If You work in violation of section 'e' above, you may be subject to corrective action up to and including termination.
- g. All compensation is subject to applicable tax and other withholdings. This may include SEIU membership dues and benefits, if authorized by You.
- h. We will pay You for all hours worked, including any Client Responsibility owed by the Client. You will **not** accept any form of payment from a Client.
- i. We will pay You every other week following accurate submission of time and tasks.
 - Pay is issued by direct deposit, either to a bank/credit union account or pay card.
 - For pay dates and deadlines refer to the CDWA payroll calendar included with hiring materials or located on the CDWA website – ConsumerDirectWA.com.
- j. You agree that if funds are deposited to your account in error, CDWA will debit your account to correct the error. If your account cannot be debited due to closure or insufficient balance, CDWA may withhold future payments or take other collection actions until the incorrectly deposited amounts are repaid.

2. Time Submittal:

- a. Personal Care and Respite Services – If You are not live-in exempt, You are required to clock-in and clock-out for each shift worked using a CDWA Electronic Visit Verification (EVV) method: CareAttend smartphone app, interactive voice response (IVR), or IVR/FOB. If the EVV system is not available, or You forget to clock-in or clock-out, You are required to use the DirectMyCare portal or contact CDWA to enter or correct your time. Not complying with EVV may result in corrective action, up to and including termination.
- b. Live-in Personal Care and Respite Services – You will submit daily hours into the DirectMyCare portal, CareAttend or IVR weekly. Hours must be entered by the published payroll calendar deadlines.
- c. Training, Travel Time, and Mileage reimbursements – You are required to submit through the DirectMyCare portal or through IVR.
- d. Paid Time Off (PTO) – You submit through the DirectMyCare portal or through IVR.
- e. Administrative pay – No action required by You. Fifteen (15) minutes of Administrative pay is included in each bi-weekly paycheck.
- f. Instructions on how to submit time using CareAttend, DirectMyCare portal, IVR and fob can be found on the CDWA website – ConsumerDirectWA.com.

3. Employment Start Date and Background Checks:

- a. You cannot start working for Clients until You have:
 - Received notification from CDWA that You may begin working;
 - Submitted all employment documents to CDWA;
 - Passed your initial DSHS Name and Date of Birth background check;
 - Passed other employment screenings;

- Scheduled your FBI fingerprint background check with an approved vendor;
- Completed CDWA Employment Orientation; **and**
- Completed Orientation & Safety (O&S) training, as applicable.

b. You may provisionally work for Clients for up to 120 calendar days as You wait for a successful FBI fingerprint background check. Background checks are valid for two (2) years.

4. **Required Training:**

a. You must comply with state-mandated training timelines and curriculum. If not completed in the required timeframe, You will not be able to work.

b. CDWA will help You determine initial training needs, based on:

- Your prior credentials;
- Your relationship to the Client receiving services; and
- Amount and type of service to be provided.

c. You must obtain Home Care Aide certification within 200 days of hire, unless exempted. Other Home Care Aide certification requirements include:

- Five (5) hours of Orientation and Safety Training prior to providing service; and
- Seventy (70) hours of Basic Training within 120 days of hire.

d. You must complete (twelve) 12 hours of annual Continuing Education credits by your birthday each year, unless exempted.

5. **Job Assignment and Working Hours:**

a. The Client or their Authorized Representative (Client/AR) assigns your work hours and tasks to be performed. Working hours and tasks are defined in the Client's plan of care and WWL.

b. It is your responsibility to review the Client's plan of care before you start working. You are also responsible to review updated plans. The plan of care can be accessed on the DirectMyCare web portal at any time.

- By signing this attestation, you agree that you are willing and able to provide the services in the Client's plan of care.

c. The Client/AR has to provide You a safe working environment in accordance with federal and state laws and regulations. You have a right to decline working for a Client who lives in a situation which could threaten your health and safety. You have a right to a safe working environment free from harassment, abuse, or discrimination while providing care to a Client. To report any unsafe or hazardous conditions or incidents of harassment, abuse, or discrimination call 866-214-9899.

d. When working, it is your duty to:

- Respect the rights and dignity of the Client;
- Keep the Client's Protected Health Information (PHI) confidential;
- Use safeguards and universal health precautions to avoid spreading communicable disease; and

- Possess a valid driver's license and maintain adequate vehicle insurance if providing transportation services. In this case You must provide proof of insurance and driver's license to CDWA.

6. Monitoring/Supervision:

- a. The Client/AR will serve as your Managing Employer and direct supervisor. The Client/AR monitors the quality of services delivered by You.
- b. The Client/AR shall determine whether You will be dismissed from providing services to the Client. As the legal Employer of Record, CDWA will determine if You are terminated from employment with Us.

7. Employment Status:

- a. No language in this attestation is intended to create an express or implied contract binding the employee or CDWA to an agreement of employment for any specific period of time. Your employment is at-will, meaning it can be terminated at any time, without reason or notice, by either you or CDWA.
- b. You can work for more than one Client. You can choose to sign up with Carina, a free self-service website designed to help verified IPs and in-home Medicaid Clients find each other. To sign up visit www.carina.org/ProviderCare.

8. Benefits:

Per the SEIU collective bargaining agreement:

- a. You are eligible for Paid Time Off (PTO) – refer to the SEIU 775 Caregiver Handbook or current agreement for accrual rates. Your PTO balances will be available on the CDWA web portal or your pay stub.
- b. You may be eligible for other benefits, such as health insurance and retirement. Refer to the SEIU 775 Caregiver Handbook or contact the SEIU 775 Member Resource Center at 866-731-3200 or mrc@myseiubenefits.org for questions or additional information on other benefits.
- c. Leave of Absence – You may be eligible for a leave of absence. A leave of absence is different than your PTO. For types of leave of absences and how to request a leave, refer to the IP Employment Handbook on the CDWA website – ConsumerDirectWA.com.

9. Reporting Requirements:

- a. Workplace injury reporting steps can be found in your Employment Handbook. Workplace injuries must also be reported to the CDWA Injury Hotline at 866-214-9899.
- b. Under Washington state law, You must report suspected neglect, abuse, abandonment or exploitation of a vulnerable adult. All incidents should be reported to CDWA and the Client's Case Manager/Social Worker as soon as possible. Also report to Adult Protective Services, Child Protective Services at 1-866-ENDHARM (1-866-363-4176) and law enforcement, as appropriate.
- c. Suspected Medicaid Fraud must be reported to CDWA's Fraud Hotline 866-214-9899.

10. **IP Data:** By sharing your information with CDWA, You grant to CDWA a nonexclusive, perpetual, irrevocable, non-terminable license to use, modify and prepare modified works based on your data for the purpose of CDWA fulfilling its contractual obligations with the DSHS. For example, we may include your personal information in a data transmission to DSHS regarding the delivery of IP services to a Client. You also grant to CDWA the right to distribute and sub-license to DSHS the right to use, reproduce, modify, and prepare modified works based on your data for the purpose of DSHS fulfilling its contractual obligations. You allow CDWA to share your information with:
- Officially recognized bargaining entities when there is a formal relationship established between those parties, either by federal or state statute, regulation, or collective bargaining agreement; and
 - Carina, the official online service where Clients and IPs are matched for potential work.
11. **Change of Information Notification:** You must update any changes as noted below as soon as possible. Refer to the IP Employment Handbook for instructions on how to make changes.
- Your name, address, email, phone number, or other contact information changes.
 - There are changes in your tax withholding using a federal W-4 form.
 - There are changes in your pay methods to receive direct deposit.
 - If you change your living arrangements, particularly living with a client or moving out of a client's home.
12. **Employee Handbook:** It is your responsibility to read and understand the CDWA Employment Handbook. The Handbook provides policies and procedures related to your job.

Your understanding and acceptance of this Attestation is shown by signing below:

IP (Employee):

Print Name

Signature

Date