



Minnesota Consumer Directed Community Supports (CDCS) Employee Agreement

Name of Participant (please print) _____

Name of Employee (please print) _____

Employee Address _____

Employee Gender _____ Employee Phone _____

Male/Female

Employee Email _____

- ☐ **None**, no relation to employer
- ☐ ***Spouse** of the employer,
- ☐ ***Child** of the employer and under the age of 21
- ☐ ***Parent** of the employer - if this option is marked, read below and check all that apply:
 - ☐ **You are employed by your son or daughter**
 - ☐ **Your son or daughter has a child or stepchild living in the home**
 - ☐ **Your son or daughter is a widower, divorced, or is living with a spouse who, because of a mental or physical condition, cannot care for the child or stepchild for at least 4 continuous weeks in a calendar quarter**
 - ☐ **Your son or daughter's child or stepchild is under the age of 18 and requires the personal care of an adult for at least 4 continuous weeks in a calendar quarter due to a mental or physical condition**

*Internal Use Only

- If Parent (employee) selected all 4 parent conditions, parent/employee is **FUTA and SUTA Exempt**
- If Parent (employee) did **NOT** select all 4 parent conditions, parent/employee is **FICA, FUTA, SUTA Exempt**
- If Spouse or Child are selected, employee is **FICA, FUTA, SUTA Exempt**

The employee agrees to accept payment for services provided for individuals served through Minnesota's CDCS. Financial management services are provided by Acumen Fiscal Agent, LLC, which is not a Minnesota government agency. Acceptance and endorsement of payment will signify that the employee agrees to the following terms and conditions:

1. I understand and acknowledge that the participant or the participant's representative is my employer. My employer is not Acumen, the State of Minnesota, or Department of Human Services or any other entity involved with this consumer-directed program.
2. I accept payment as payment in full for the services provided. I cannot accept any additional compensation for the hours I have worked.
3. I understand I am required to notify Acumen if the participant is admitted into a hospital or facility, is out of the country or is incarcerated. I understand payments for time worked during one of these stays are not allowable and if those payments are made by Acumen, I am responsible to repay Acumen for those payments made.
4. I will provide only the services that have been approved by my employer and authorized in the participant's Community Support Plan.
5. I understand I will be required to accurately complete and submit my time worked on a timely basis, as outlined in the Payment Schedule provided to me. I understand that failure to submit my time worked on time will result in the delay of compensation for the hours I have worked.
6. I will provide the Department of Human Services or its designee information regarding the service(s) provided for which payment was made, upon request.



7. I recognize that employment is dependent on the employer's participation in the CDCS.
8. I will take part in any meetings if requested by and/or regarding the participant.
9. I will immediately notify a person designated by the employer of any participant medical emergency, illness, or visit to a physician.
10. I understand and consent to having a criminal background study completed on me. I understand that my employment is contingent on the results of this study in accordance to all applicable laws, rules and policies.
11. I understand and agree to disclose any criminal conviction that may occur during the time of employment in this program.
12. I understand and consent to having an Office of Inspector General, Medicaid List of Excluded Individuals and Entities (LEIE) and Minnesota State Exclusion List background check completed on me. I understand that my employment is contingent on the results of these checks in accordance to all applicable laws, rules and policies.
13. I agree to complete all required paperwork and be approved prior to providing any services under the CDCS.
14. I understand that I may have access to confidential information about the participant and that I am not to repeat this information to anyone other than the participant or the participant's designee.
15. I understand and acknowledge that any untruthful submission of services provided in an attempt to obtain improper payment is subject to investigation as fraud.
16. I understand that I am required to report the abuse or neglect of any individual participating in the Minnesota CDCS to the participant's case manager/care coordinator.
17. I understand and will follow the below grievance procedure for disputes between myself and the participant or their representative.
 - a. I will first try to resolve the dispute with the participant or their representative.
 - b. If the grievance is not resolved, I will contact the following:
 - i. Acumen for any payroll related matter or fraudulent documentation.
 - ii. Participant's case manager/care coordinator for any issue related to the participant's health and safety including abuse and neglect.
 - iii. SEIU for labor disputes.
 - c. If the grievance is still not resolved, I may contact the Department of Human Services CDCS coordinator, to explain the issue and request assistance to resolve the issue.
18. I have received a copy of and understand the Minnesota CDCS roles and responsibilities.
19. I acknowledge that I have the necessary skills, knowledge and experience; and have received sufficient training and orientation to meet the support needs of the participant. I will inform my employer if I feel I need more orientation and/or training to meet the support needs of the participant.

By signing below, I acknowledge that I have read this employee agreement in its entirety (2 pages). I understand that I must sign and return both pages as a condition of employment in this program and that I cannot begin working in this CDCS until this form is completed and returned to Acumen Fiscal Agent and Acumen Fiscal Agent has notified my employer that I am cleared to start (Good to Go). I further acknowledge by signing below, that I understand what is being required of me, and agree to abide by its terms and conditions. I further understand and agree that violation of any of the terms and/or conditions of this agreement may result in termination of this agreement and payment for employment to any recipient of this program.

Employee Signature

Date

Participant/Employer or Representative Signature

Date