



MN Consumer Directed Community Supports Employer-Representative/Acumen Agreement Form

This Agreement is between Acumen Fiscal Agent
and the Employer as stated below.

General understanding and conditions of the Consumer Directed Community Supports (CDCS) program:

- Participation in this Consumer Directed Community Supports (CDCS) program is a decision made after consultation with the Case Manager/Care Coordinator.
- I have received from the Case Manager/Care Coordinator any/all program related information about the service delivery options and the rules and regulations regarding participation in the CDCS. I understand it is my responsibility as the Employer/Representative (Employer) to abide by all the rules and regulations of this program.
- I understand that I am the Employer of Record for this program. The employer is not Acumen Fiscal Agent, the State of Minnesota, or the Department of Human Services.
- I understand that as the employer of record I am responsible to comply with paying all of my employees in accordance with the Department of Labor Regulations including the Fair Labor Standards Act and the Final Rule effective December 1, 2016. Furthermore, I understand that this employer responsibility may extend beyond what the program funds may pay my employee and I accept full responsibility for all debts owed. This includes overtime and any hours that are above what is authorized in the Community Support Plan (CSP) and/or within program rules. (Federal link: https://www.dol.gov/whd/homecare/homecare_guide.pdf) (State link: <http://www.doli.state.mn.us/>)
- I understand that Acumen is only authorized to represent me in processing payments as it relates to this CDCS program. Acumen will only make payments on my behalf in accordance to the authorized amounts as outlined in the Community Support Plan.
- I understand it is my responsibility to be aware of any remaining balances and schedule provider(s)/employee(s) and/or request program payments within those available units and funds.
- I understand I am able to move funds from one service to another, if needed, based on the guidelines of the Request to Reallocate Funds form.
- I understand that if I cause work to happen above and beyond what is authorized in the Community Support Plan, I, as the employer, will be personally responsible for those expenses.
- I understand it is my responsibility to hire and train only qualified providers/employees, as defined by the CDCS program, to provide services.
- I understand Acumen will provide me with enrollment materials and guidance on the requirements to complete each form. It is ultimately my responsibility as the employer to ensure all forms that my employee and/or I complete are correct within required guidelines.
- I will not allow any new provider(s)/employee(s) to begin performing work until Acumen has notified me that provider(s)/employee(s) are active in their system (Good to Go).
- I understand that if the program requires my employee(s) (job applicant) to pass a background check I will ensure all investigation reports are kept confidential, will not be shared, and will be disposed of properly given that they include sensitive data (e.g., criminal history) and personally identifiable information (e.g., name, DOB, SSN).
- I understand it is my responsibility to review and approve all time submissions prior to submitting them to Acumen to ensure accuracy and confirm they are authorized for processing.
- I understand that, on occasion, I may receive automated (general announcement) communication from Acumen regarding important program and/or payroll information.
- I understand it is my responsibility to notify the Case Manager/Care Coordinator immediately of any significant changes in circumstances that may affect the participant's Community Support Plan and/or safety.
- I have read and understand the Roles and Responsibilities sheet provided in the Acumen start-up packet.

Employer Initials _____



- I understand it is my responsibility to notify Acumen immediately of any changes that effect eligibility for CDCS services. I understand I may be responsible for payment of any work performed during the loss of eligibility.
- I understand I am required to notify Acumen if the participant is admitted into a hospital, facility or is incarcerated. I understand payments for time worked during one of these stays are not allowable.
- I understand if time or payment requests are submitted and approved by me during the time the participant is in a hospital, facility or is incarcerated, and if those payments are made by Acumen, I am responsible to repay Acumen for those payments made.
- I understand that Acumen will provide a Workers' Compensation poster for use if my employee is injured on the job. I understand this poster must be displayed in an area of the home where it can be easily viewed and read by my employee during the work day.
- I understand that I may face penalties and/or fines if I fail to post the Workers' Compensation poster. I, as the employer, will be personally responsible for paying these penalties and/or fines.
- I understand all requests for payment must have an employer signature and date indicating approval, or must be submitted through Acumen's online time entry system which requires password-protected employer approval. I understand that Acumen will not process a payment request without proper employer approval.
- I understand my employee(s) must be paid time and one half for all hours worked over 40 in a work week. A work week is from Sunday to Saturday. I understand spouses and parents of minor children cannot be paid for more than 40 hours in a work week.
- I understand that my employees are covered under the Collective Bargaining Agreement, regardless of whether or not they are a union member. The Agreement requires employers to provide certain benefits such as a wage floor and Paid Time Off (PTO) to employees. I understand my employee(s) may waive PTO, once they are eligible for it, so that funds may be returned to the budget.
- I attest that I will submit and/or approve all payment requests in accordance with the Program regulations. I understand that payment and satisfaction of my claims may be from Federal and State funds, and that I may be prosecuted under applicable Federal or State laws, for any false claims, statements or documents or concealment of a material fact. Any misuse of funds may result in being fined or penalized including but not limited to the repayment of claim. Any collection costs or legal fees will be my responsibility to pay.
- I hereby authorize Acumen to electronically send me information (e.g. email) including but not limited to account statement reports. I understand that I have the ability to opt-out of electronic communication upon request, and can receive this through U.S. Mail service. To opt-out of receiving electronic communication, contact Acumen's Customer Service department at (888) 272-5021.
- I have read and understand the below grievance procedure for disputes between myself and Acumen.
 - Acumen's customer service is the first tier for issue resolution.
 - If the grievance is not resolved, you may request to speak to the Customer Service Manager.
 - If the grievance is still not resolved, you may request to speak with the Program Manager.
 - If the grievance is still not resolved, you may contact the Acumen President's Hotline at (888) 530-7473.

Acumen encourages the use of electronic options to submit employees' time.

I choose to use the electronic options of DCI/Web Time Entry portal or Mobile App, Acumen's fee for Financial Management Services (FMS) is \$105 per month.

A change to the monthly fee will require an updated, signed Employer Agreement.

Employer Initials _____



As the Financial Management Service (FMS) provider, Acumen is responsible to:

- Assist the employer in obtaining a Federal Employer Identification Number (FEIN) and any state required employment identification numbers.
- Assist the employer and employee to correctly complete enrollment paperwork, including initiation of employee background checks.
- Represent the employer in employment tax calculation, withholding, filing, reporting and payment during the time Acumen is the contracted FMS provider to the employer.
- Provide Workers' Compensation to employees.
- Make authorized payments to employees and/or vendors as requested.
- Assist the employer to follow the Collective Bargaining Agreement, including required benefits and withholding and payment of union dues, if applicable.
- Bill the state for reimbursement of payments made on behalf of the participant.
- Prepare, file and distribute Forms W-2 and 1099 to employees and/or vendors/independent contractors at year end on behalf of the employer.
- Provide reporting to the employer, case manager/care coordinator and state as required.
- Maintain documentation of pay requests submitted, including but not limited to time sheets, invoices, receipts and bills.
- Report new hires per state requirements. Process and submit payment and reports for any garnishments, liens or deductions in accordance with state and federal garnishment rules.
- Provide employer training as requested regarding Acumen's systems and paperwork.

Background Study Information

- All employees must have a background study completed on them.
- Employees must complete the *Background Study Information Form* in the employee start up paperwork.
- Acumen will submit the background study information from the form and will provide the potential employee with a *Fingerprint and Photo Authorization Form*.
- The employee is required to take the current photo ID used to complete the *Background Study Information Form* and the *Fingerprint and Photo Authorization Form* to an authorized fingerprint location. A list of authorized locations can be found at <https://www.aps.gemalto.com/mn/Maps/MNFingerprintLocations.htm>
- If the employee passes the study and has no convictions, you will be notified by Acumen that you may continue with the hiring process.
- If the employee passes the study and has convictions, you will be notified by Acumen and asked to review the charges. If you decide to continue the hiring process, you will be requested to complete a form stating you have reviewed the charges and wish to continue the hiring process.
- If the employee did not pass the study, you will be notified by DHS and the person cannot be hired.

My initials on each page and signature below confirms my understanding and agreement to abide by the terms and conditions as stated above.

Check here if you are transitioning from another FMS.

Name of Participant: _____

Name of Employer/Representative (if different): _____

Phone: _____ Email Address: _____

Participant or Employer/Representative Signature

Date