



**NC Innovations Waiver
Employer-Authorized Representative/Acumen Agreement Form**

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

General understanding and conditions of the Individual & Family Directed Services (IFDS) Option:

- Participation in this Individual & Family Directed Services (IFDS) Option is a decision made after consultation with the Care Coordinator.
- I have received from the Care Coordinator any/all program related information about the service delivery options and the rules and regulations regarding participation in the IFDS. I understand it is my responsibility as the Employer/Authorized 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 North Carolina or the LME-MCO.
 - 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 Individualized Support Plan (ISP) and/or within program rules. (Federal link: https://www.dol.gov/whd/homecare/homecare_guide.pdf) (State link: <https://www.labor.nc.gov/>)
- I understand that Acumen is only authorized to represent me in processing payments as it relates to this IFDS Option. Acumen will only make payments on my behalf in accordance to the authorized amounts as outlined in the Individualized 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 that if I cause work to happen above and beyond what is authorized in the Individualized 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 IFDS Option, to provide services. This includes hiring employees over the age of 18.
- 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 current employee(s) (job applicant) and future applicants 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 that I must follow the Fair Credit Reporting Act (FCRA) requirements related to background check investigations.
- 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 as it relates only and specifically to the IFDS.
- I understand it is my responsibility to notify the Care Coordinator immediately of any significant changes in circumstances that may affect the participant's Individualized Support Plan and/or safety.
- I understand it is my responsibility to notify Acumen immediately of any changes that effect eligibility for IFDS. I understand I may be responsible for payment of any work performed during the loss of eligibility.



- 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 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 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.
 - Unresolved grievances, complaints or concerns may be referred to the LME-MCO directly.
- I attest that I will submit and/or approve all payment requests in accordance with the Innovations Waiver 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 understand I may receive documents and information from NC Department of Commerce, Employment Security Division. I will forward this information on to Acumen when received.
- 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 (866) 811-3099.

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

Name of Participant: _____

Name of Community Navigator: _____

Phone: _____ Email Address: _____

Name of Employer/Authorized Rep (if different): _____

Phone: _____ Email Address: _____

The phone # and email address provided will be added into the participant's account as the primary phone # and email address.

Employer/Authorized Rep Signature

Date