



Oklahoma In-Home Support Waiver Employer/Acumen Agreement Form

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

General understanding and conditions of the In-Home Support Waiver (Adult and Child) Program:

- Participation in the Self-Direct Services option is a decision I have made after consultation with my Case Manager.
- I have received from my Case Manager any/all program related information about my service delivery options and the rules and regulations regarding my participation in the Self-Directed Services option. I understand it is my responsibility as the 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 nor the State of Oklahoma. 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 my Plan of Care and/or within program rules. (Federal Link: https://www.dol.gov/whd/homecare/homecare_guide.pdf)
- I understand that Acumen is only authorized to represent me in processing payments as it relates to this Oklahoma In-Home Support Waiver Self-Directed Services option. Acumen will only make payments on my behalf in accordance to the authorized amounts as outlined in my Plan of Care.
- 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 my Plan of Care, 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 In-Home Support Waiver, to provide my 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 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 my program requires my employee (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 requests for payment 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 Oklahoma In-Home Support Waiver

- I understand it is my responsibility to notify my Case Manager immediately of any significant changes in circumstances that may effect the participant's Individual Authorization/Plan of Care and/or safety.
- I understand it is my responsibility to notify Acumen immediately of any changes that effect my eligibility for Self Directed Services option. (e.g. loss of Medicaid, hospitalization, placement in a facility) I understand I may be responsible for payment of any work performed during the loss of eligibility.
- 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 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.

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

Name of Participant: _____

Name of Employer: _____

Phone: (____) _____ Email Address: _____

Employer Signature

Date

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