



# OR Independent Choices Program (ICP) Employer-Authorized Rep/Acumen Agreement Form

*This Agreement is between Acumen Fiscal Agent and the Employer or Authorized Representative as stated below.*

General understanding and conditions of the OR Independent Choices Program (ICP):

- Participation in this Participant Direction 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 Independent Choices Program (ICP). I understand it is my responsibility as the Employer to abide by all the rules and regulations of this program and the Oregon ICP Participant Agreement I have signed.
- I understand that I am the Employer of Record for this program. The employer is not Acumen Fiscal Agent or the Oregon Independent Choices Program administrators. 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 Final Rule. 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.
- I understand it is my responsibility to hire and train only qualified providers/employees, as defined by the Oregon ICP policy manuals, 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) or Authorized Representative to pass a background check I will ensure all investigation reports are kept confidential, and 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, date of birth, SSN).
- I understand that Acumen is only authorized to represent me in processing payments as it relates to the Independent Choices Program. Acumen will only make payments on my behalf in accordance to the authorized amounts as outlined in my Spending Plan/budget.
- 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 Spending Plan/budget, I as the employer, will be personally responsible for those expenses.
- 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 Independent Choices Program.
- I understand it is my responsibility to notify my Case Manager immediately of any significant changes in circumstances that may affect the participant's Spending Plan/budget and/or safety.

- I understand it is my responsibility to notify Acumen immediately of any changes that effect my eligibility for services. (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 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 understand that it is my responsibility to set up and maintain a separate bank account where cash benefit funds and Pay-In responsibility will be deposited and where Acumen will directly withdraw funds in order to pay my employees.
- I understand that I have agreed to pay my monthly Pay-In as required on the Independent Choices Benefit Calculation. Acumen will suspend my account if this payment is not paid by the 12<sup>th</sup> of the month. The statements and conditions listed on *Participant Pay-In Agreement* will be put into effect until the payment has been deposited. If the 12<sup>th</sup> of the month falls on a holiday or weekend the Pay-In must be deposited prior to the 12<sup>th</sup>.
- I understand that if I have been filing a Schedule H with my annual 1040 filing for household workers under my employ, I must complete the OR Schedule H letter provided in the Acumen enrollment packet which they will send to the IRS.

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

Name of Participant: \_\_\_\_\_

Name of Employer/ Representative (if applicable): \_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_ Email Address: \_\_\_\_\_

\_\_\_\_\_  
Participant or Employer/ Representative Signature

\_\_\_\_\_  
Date

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