



## FMS SELF-DIRECTION PARTICIPANT AGREEMENT

### WHEREAS

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- A. The Participant or Managing Party (Participant Employer) is set-up as a domestic or household employer and recognized as a HCSR (Home Care Service Recipient) with the IRS; assuming responsibility to hire and manage their own supports using a self-directed service option under a state-funded Consumer Support Grant program, federally approved waiver plan or Alternative Care program; as governed under Minnesota Statute, Community-Based Services Manual (CSBM), CDCS Policy Manual and the following terms and conditions.
  
- B. CDI (Consumer Directions, Inc.) is an enrolled Minnesota Health Care Provider (MHCP), DHS (Department of Human Services) contracted FMS (Financial Management Services) provider and IRS Vendor Fiscal/Employer Agent under section 3504 of the Internal Revenue Code and agrees to perform certain responsibilities required of employers; including management and support services related to enrolling and processing support worker time entries and paying service provider wages and vendor payments, invoicing the payer source and providing program and tax reporting under the following terms and conditions.

### TERMS AND CONDITIONS

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- 1. Effective Date Upon Intake  
This agreement will take effect after successful completion of the intake process and at the time you are notified by CDI that your Financial Management Services are approved and activated by CDI and will go through the date span of your plan.
  
- 2. Effective Date Upon Renewal  
Per DHS CDCS Policy Manual, this agreement will need to be renewed with each plan renewal and will take effect on the renewing plan start date or date of lead agency signature, whichever is later. In order to avoid a gap in services, plans should be

submitted to lead agency at least 30 days prior to the expiration of your current plan.

3. Collaboration

Participant Employers are expected to maintain a professional, collaborative and respectful working relationship with CDI staff. CDI will withdraw from serving a Participant Employer if treated offensively or disrespectfully.

4. Responsibilities

- a. Per Department of Human Services (DHS) policy language and industry best practice, it is the responsibility of the Participant Employer to ensure that they are using a single FMS agency when multiple Participants are being served within the household, are using shared services, sharing staff or in a shared Managing Party relationship.
- b. A table of responsibilities is laid out in **Exhibit A** and incorporated herein by reference.

5. Establishing the Participant as an Employer under the F/EA or Budget Model

- a. CDI will establish the Participant Employer as a HCSR (Home Care Service Recipient) and obtain a FEIN (Federal Employer Identification Number) with the IRS (Internal Revenue Service) under an agent designation executed under Form 2678, which authorizes CDI to file and manage the Participant Employer's federal payroll tax returns.
- b. CDI will obtain a Minnesota Tax ID with Minnesota Department of Revenue on behalf of the Participant Employer under a POA (Power of Attorney); with limited authority for the purposes of filing and managing the Participant Employer's state payroll taxes.
- c. CDI will register the Participant Employer with the Minnesota Department of Employment and Economic Development (DEEDS) for State Unemployment Insurance, but only after the Participant Employer has been determined liable for State Unemployment Insurance.
- d. Tasks performed by CDI as a Vendor Fiscal Employer Agent (F/EA) under this agreement are in compliance with Revenue Procedure 2013-39 *Designation of Agent by Application*, as updated under section 3504 of the Internal Revenue Code and establishes general policies for Participant Employers in Participant-directed programs served by a Fiscal/Employer Agent.

6. New Hire Employment Verification and Determination of Support Worker Eligibility

- a. CDI will provide, process and maintain all necessary new hire and payroll forms for Support Workers that are recruited by the Participant Employer.
- b. CDI will perform the applicable background check, photographing and fingerprinting as applicable on all Support Workers. In the event a Support Worker becomes

disqualified by the State of Minnesota, the Support Worker may have a right to appeal this determination. CDI is not able to allow a Support Worker to remain on payroll during this determination time.

- c. CDI will apply for Support Workers UMPI (Unique Minnesota Provider Identifier) number. MCHP will assign UMPI numbers to eligible Support Workers after verifying a comprehensive criminal and maltreatment background study and the federal and state excluded provider lists.
- d. CDI will report all New Hires to the State of MN for the purposes of determining child support obligations.
- e. CDI will verify all social security numbers and verify all employment eligibility using *E-Verify* with the Department of Homeland Security.
- f. As required by program rules, CDI will provide mandated training materials and information to the Support Worker regarding, but not limited to: [Vulnerable Adults Reporting Act](#), [Maltreatment of Minors Reporting Act](#), [Minnesota Government Data Practices](#), [Anti-Fraud Requirements](#), and [HIPAA](#).
- g. CDI provides Worker's Compensation coverage and benefits to all Support Workers.

7. Recruiting, Hiring, Firing, Supervising, Training, Scheduling and Determination of Wages

- a. The Participant Employer controls all aspects of managing the Support Worker.
- b. The Participant Employer is responsible to recruit, hire, fire, supervise, train and schedule Support Workers.
- c. In accordance with applicable State and Federal laws against discrimination, the Participant agrees to and will not illegally exclude any person from full employment rights and will not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex (including pregnancy, sexual orientation or gender identification), genetic information (including medical or family medical history), disability (mental or physical), veteran status, age, marital status, familial status, citizenship, membership or activity in a local human rights commission, or status with regard to public assistance or other status protected by law.
- d. The Participant Employer determines the wage of Support Workers, as long as they comply with program and regulatory minimum and maximum wage limits.
- e. The Participant Employer is responsible for the provision of services for any child or adult using Self-Directed Services; including job description, training,

supervision, health and safety and back-up emergency planning in the event a Support Worker is late, unable to work, does not show up or resigns.

- f. The Participant Employer will be responsible for any disciplinary actions and termination of a Support Worker.
- g. It is the responsibility of the Participant Employer to inform CDI, in a timely manner, when the Participant Employer believes the Support Worker should not be eligible for unemployment benefits or believe that their unemployment account should not be charged. The Participant Employer can inform CDI by using the [Request to Appeal Unemployment](#) form found in the Managing Party Portal on our website. The Participant Employer will need to provide the details and answer any questions that CDI or the unemployment office may have surrounding the employees separation.
- h. With the recent assignment of individual UMPI (Unique Minnesota Provider Identifier) numbers to Direct Care Support Staff and that MNDHS is tracking and limiting the number of total hours that an individual employee can work across all clients they work for in MN to 310 hours per month-or approximately 68 hours per week for some programs, we acknowledge MNDHS efforts to implement this across CDCS and CSG soon. As a provider, we are proactively adopting this as policy across our CDCS and CSG programs. Ethically, we support the intent of the policy to limit staff burnout and ensure the Participant is getting the best care under waiver funding.

## 8. Payment to Support Workers

- a. The Participant Employer will set the rate of pay for the Support Worker and will inform CDI of the starting pay rate and all subsequent rate changes using the [Employee Rate Record \(ERR\)](#) form ([Appendix C](#)). Rate of pay changes cannot exceed the maximum rate approved in the Participant's CSP (Community Support Plan).
- b. The Participant Employer will be responsible for evaluation of the Support Worker's performance.
- c. Parents of minors and spouses are not able to work over 40 hours per week. Any hours above 40 hours per week or above what is approved in the Participant's plan per week is considered to be performed by the person in their familial, non- paid role of parent or spouse.
- d. Overtime is not allowed for Support Workers, unless specifically documented in the Participant's Plan. Overtime occurs when an employee works more than 40 hours in a week. If overtime occurs, it is required to be paid at one and a half times the agreed upon rate of pay. If unapproved overtime occurs, CDI is required to report it to your Case Manager and State of Minnesota.

- e. The Support Worker will be required to sign the time entries submit to the Participant Employer to confirm the accuracy and completeness of the hours indicated on the time entry submissions .
- f. The Participant or Representative agrees to submit accurate time entries to CDI. All time entries must be signed by the Support Worker and Participant Employer.
- g. In an event of an admission to a hospital, nursing home or mental health facility, please report to your FMS Coordinator. If an overnight admission occurs ensure that no hours or services are submitted past the time of admission or before the Participant discharge.
- h. Time entries must be submitted to CDI in a timely manner per the Payment Schedule (Appendix **A** and **B**). CDI will issue payment to the Support Worker every other Friday, per the Payment Schedule, provided that complete, accurate and signed time entries were received at CDI by the due date cut off time.
  - 1. Late time entry submissions are required to be reported to the State of Minnesota and could result in a program issuance of technical assistance.
  - 2. Any time entries submitted after six months of service date will need to be paid to the employee by the Participant Employer. The Participant Employer will be required to pay out-of-pocket for this expense.
  - 3. Similarly, if any late time entries are received after a plan year that does not have adequate remaining funds, employees will need to be paid by the Participant Employer. The Participant Employer will be required to pay out-of-pocket for this expense.
- i. Keeping Employees Active - Employees who work zero hours in a calendar year will become **inactive**. To return to an active status, the employee and/or managing party will need to reach out their FMS Coordinator for assistance. Re-hire paperwork will then be sent out to the employee to complete and for managing party approval.

Additionally, any new employees who have been hired that do not clock a shift within the 1st four months of hire will become inactive. In order to be reactivated, they will need to go through the re-hire process again, which consists of completing re-hire paperwork.
- j. CDI will maintain wage information and payroll records and issue worker Forms W-2, Wage and Tax Statement.
- k. CDI will calculate and deposit all applicable Support Worker and Participant Employer payroll taxes.

- I. CDI will prepare and report all applicable payroll tax filings.

9. Status of Support Worker

- a. Definition of Common Law Employee, per Internal Revenue Service, Publication 15, Circular E, Employer's Tax Guide, "Under common-law rule, anyone who performs services for you is your employee if you can control what will be done and how it will be done. This is so even when you give the employee freedom of action. What matters is that you have the right to control the details of how the services are performed."
- b. CDI will verify correct classification of workers and independent contractors.
- c. The Support Worker is a common law employee of the Participant Employer, by IRS definition.
- d. In compliance with IRS, DOL and program rules, all Support Workers providing personal assistance or treatment and training under this agreement will be classified as an employee and they will receive a W-2.
- e. This Agreement between the Participant Employer and CDI is not a contract guarantee of employment for the Support Worker. The Support Worker, selected by the Participant Employer, is employed at will by the Participant Employer and is not a common law employee of CDI.
- f. Any damages that result from the Support Worker's presence in the Participant or Representative's home or when providing assistance to the Participant Employer is the liability of the Participant Employer.
- g. The Participant Employer understands that the Support Worker is a mandated reporter under the Vulnerable Adults Reporting Act and Maltreatment of Minors Reporting Act. CDI is also a mandated reporter and must also report known incidents of maltreatment.
- h. It is the Participant Employers responsibility to check with your insurance agent regarding any additional liability, property or umbrella insurance that may be recommended in the role as a common-law employer of domestic/ household employees. Additional costs incurred for adding this insurance, for this purpose, may qualify for reimbursement under your plan.

10. Payment to Vendors or Independent Contractors

- a. The Participant Employer will enter into an agreement with the vendor or independent contractor.
- b. Participant will be responsible for evaluation of vendor or independent

contractor's performance.

- c. Participant Employer will be invoiced for all goods and services. Invoices must be in the Participant's name and not invoiced to CDI.
- d. Invoices must be submitted to CDI in a timely manner, either at the time of delivery or on a monthly basis. Invoices must be submitted within 90 days of service to ensure payment. CDI will issue payments to the vendor or independent contractor, per the Payment Schedule, if invoices were received at CDI by the due date cut off time and are approved in the plan. See the FAQ to learn more about Billing Procedures for Vendors ([Appendix H](#)).
  - 1. Any invoices submitted after six months of service date will not be paid by CDI.
  - 2. The vendor or independent contractor will be directed to the Participant Employer for collection of payment. Vendor ACH forms are available ([Appendix G](#)).
  - 3. Similarly, if any late invoices are received after a plan year that does not have adequate remaining funds, vendors or independent contractors will be directed to the Participant Employer for collection of payment.
- e. CDI will maintain payment information and issue reportable payments under IRS Form 1099 MISC, Miscellaneous Income to qualifying vendors and independent contractors.

#### 11. Purchase and Reimbursements

- a. CDI will make purchases of approved goods by having the Participant provide a link to the item to be purchased. CDI also allows for Participant to provide a username and password to their account to make purchases on websites, with the exception of Amazon. It is best practice to make purchase before the last 30 days of your plan to ensure item is available.
- b. Reimbursement forms are paid out every Friday, per the payment schedule, if the request is received by noon on Monday and item(s) are approved in the plan.
- c. When purchases and returns exceed what is reasonable in CDI's role as an FMS agency, CDI may request the Participant make their own purchases and request reimbursement for those purchases.

#### 12. Payment of Services

- a. For the services provided under this Agreement, the assigned payer source will be billed or invoiced.
- b. Participants charged a patient responsibility must pay their spenddown or patient responsibility within 10 days of invoice. If payment in full is not received by the due

date, employees will be suspended.

- c. Fees are charged according to the fees approved in the plan and within the established program rates and state set maximums.

### 13. Grievance Procedure

- a. A grievance is a complaint about something you do not like about the customer service you are receiving from CDI.
- b. You should feel free to bring any complaints or grievances to CDI without being afraid of losing any services or having anything bad happen to you.
- c. A copy of the Grievance Procedure is provided as **Exhibit B**.
- d. CDI wants you to be more than just satisfied with our services, we want you to be extremely happy! We encourage you to provide feedback at any time. You will be given the opportunity to fill out an online service satisfaction survey annually. We want you to take advantage of this opportunity to share your ideas and thoughts about how we can better serve you and meet your needs.

### 14. Liability and Indemnification

The Participant or Representative shall be liable for, indemnify, and hold Consumer Directions, Inc., harmless from any and all liabilities which may arise out of or related to the employment relationship. This indemnification shall include any and all liabilities to the Support Worker for any purpose including, but not limited to, breach of any employment laws in the course of the employment of the Support Worker. This indemnification shall also include any and all liabilities to any third parties including, but not limited to, any vicarious liability for the actions of the Support Worker related to the employment relationship. This indemnification shall specifically include, but not be limited to, any attorney's fees incurred by CDI in defending against any such liabilities and/or enforcing this indemnification agreement against the Participant or Representative.

### 15. Termination

Either party may terminate this agreement pursuant to any one of the following:

- a. CDI terminates FMS Services
  - 1. CDI will provide written notice to the Participant at least ten calendar days before the proposed service termination is to become effective, except where the State grants an exception. The basis for an exception includes, but is not limited to:
    - i. The Participant engages in conduct that significantly alters the terms of the agreement between CDI and the Participant.
    - ii. The Participant, their Representatives, their Employees, or other persons (such as parents or family members) involved in the



Participant's CDCS services engage in conduct that creates an abusive or hostile working relationship that hinders CDI's ability to effectively serve the Participant.

- iii. The Participant engages in conduct that results in a report being made by CDI to OIG SIRS.

CDI must send the written notice to the legal representative or the Participant (if the Participant has no legal representative) and the lead agency. The notice must include the reason for the termination and the effective date of the termination.

When transferring to different FMS provider, CDI must work with the new FMS provider to coordinate necessary information for tax filings, and to ensure continuity of care.

2. CDI can terminate services without cause, for any reason or no reason at all, giving the Participant or Representative written notice of its intent to terminate services at a quarter end and at least thirty (30) days before termination.

b. Participant terminates FMS Services

1. When a Participant initiates a request to terminate services with CDI, CDI must give the Participant a written acknowledgement of the Participant's service termination request within five business days. The written acknowledgement must include:
  - i. The date the request was received by CDI
  - ii. The requested date of termination
  - iii. The date the actual termination of services will occur when the Participant selects a new FMS provider.

- c. CDI will work with the new FMS provider to coordinate necessary information for tax filings, and to ensure continuity of care.
- d. CDI will follow IRS filing requirements for changing FMS providers, according to quarterly rules and as outlined in our DHS Contract Addendum number 118266 A.2.d.

CDI recommends as a best practice to switch at year-end to ensure the highest level of integrity in the reporting done on the behalf of the Participant Employer.

**\*\*\* If a termination occurs mid-quarter, Participant may be required to go on traditional services until an FMS agency can activate their services at the start of the next quarter or year.**

16. Suspension of Services

- a. CDI reserves the right to immediately suspend services to any Participant pursuant to any one of the following:
  1. The Participant or Representative is in default under any provision of this Agreement.
  2. The Participant's service authorization or approval has not been received from the Lead Agency.
  3. The Participant's spending patterns have left insufficient funds or expected deficiency of remaining funds to support continued services.
  4. Participant becomes ineligible for Medical Assistance, grant or program funding; or medical assistance, grant or program funding ends or closes.
  5. During a State or Federal government shutdown or suspension; if CDI does not obtain funding from the Minnesota Legislature, Minnesota or County agencies, Medicare, or other funding sources
  6. Participant becomes past due on the submission of their responsibility or share of the services, spend down, or waiver obligation.
- b. CDI will notify the Participant or Representative and lead agency when services are in jeopardy of service disruption and discuss a plan to remedy the situation. If the situation is not resolved in a timely matter, CDI may proceed to service termination. Once the reason for termination is resolved and the Participant request to restart services, CDI will evaluate and decide if we will restart services with Participant.

17. Miscellaneous

- a. This Agreement may not be modified except in a written document signed by an authorized Representative of CDI and the Participant or Representative and shall be construed and interpreted according to the laws of the State of Minnesota.
- b. This Agreement shall be binding upon the parties and their successors.
- c. The Participant or Representative shall not assign this Agreement without the express written consent of CDI, and any attempt to assign this Agreement without the consent of CDI shall be void.
- d. The Participant is responsible to complete, get approved and make any required revisions to your plan and spending budget in a timely manner.
- e. CDI shall receive the service authorization and approved plan, bill the payer(s) source for program expenditures, track accounts receivable and manage/secure adequate cash flow.

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## EXHIBIT A

# Roles & Responsibilities

Consumer Directed Community Supports (CDCS) / Consumer Support Grant (CSG)	Goods & Services Only	Responsibility	
		Consumer/ Participant Employer	CDI FMS
<b>Roles</b>			
The Participant or Managing Party (Participant Employer) is set-up as a domestic or household employer and recognized as a HCSR (Home Care Service Recipient) with the IRS; assuming responsibility to hire and manage their own supports using a self-directed service	X	X	
CDI (Consumer Directions, Inc.) is an enrolled Minnesota Health Care Provider (MHCP), Minnesota DHS (Department of Human Services) contracted FMS (Financial Management Services) provider			X
Participant Employers are expected to maintain a professional, collaborative, and respectful working relationship with CDI staff. CDI will withdraw from serving a Participant Employer if treated offensively or disrespectfully	X	X	X
Per Department of Human Services (DHS) policy language and industry best practice, it is the responsibility of the Participant Employer to ensure that they are using a single FMS agency when multiple Participants are being served within the household, are using shared services, sharing staff or in a shared Managing Party relationship	X	X	
<b>Establishing the Participant as an Employer</b>			
CDI will establish the Participant Employer as a HCSR (Home Care Service Recipient) and obtain a FEIN (Federal Employer Identification Number) with the IRS (Internal Revenue Service)			X
<b>Management of Support Workers</b>			
Complete necessary employment paperwork with new hires		X	
Process and maintain new hire employment paperwork/files			X
New hire employment verification and determination of eligibility			X
Recruit, interview, check references and hire Support Workers		X	

Consumer Directed Community Supports (CDCS) / Consumer Support Grant (CSG)	Goods & Services Only	Responsibility	
		Consumer/ Participant Employer	CDI FMS
Setting support worker pay rates, within floor and approved maximum in plan and budget worksheet		X	
The Participant Employer is responsible for the provision of services; including job description (do not assign any nursing tasks), training, supervision & management, health and safety and back-up emergency planning in the event a Support Worker is late, unable to work, does not show up or resigns		X	
The Participant Employer will be responsible for any disciplinary actions and termination of a Support Worker. When an employee is terminated, PTO will need to be requested to be paid out within 10 days of termination or end of employment		X	
Raise an issue/appeal for unemployment claims as requested by Participant Employer			X
It is the responsibility of the Participant Employer to inform CDI, in a timely manner, when the Participant Employer believes the Support Worker should not be eligible for unemployment benefits or believe that their unemployment account should not be charged		X	
Scheduling of staff; ensuring the hours worked do not exceed the limits designated by the job description or approved plan and budget worksheet. Additionally, employees are limited to being paid up to 310 hours per month or approximately 68 hours per week regardless of the number of clients they work for across all agencies and clients they serve in MN		X	
Ensure employees do not work over 40 hours per week, as overtime is not allowed under this program unless specifically budgeted as such in your plan		X	
Households with multiple Participants, that are being managed by the same person are responsible to ensure that no support worker exceeds 40 hours/week between all Participants; unless overtime is approved in the plan(s) and paid at time-and-a-half		X	
<b>Worker Injury</b>			

Consumer Directed Community Supports (CDCS) / Consumer Support Grant (CSG)	Goods & Services Only	Responsibility	
		Consumer/ Participant Employer	CDI FMS
CDI provides Worker's Compensation coverage and benefits to all Support Workers			X
<b>Payment of Support Workers &amp; Reimbursement of Expenses</b>			
Ensure accuracy of hours and expenses, approve and submit by deadline		X	
Administer any legislative or mandated wage or benefit changes			X
Collect, verify compliance with federal, state, program and collective bargaining agreement guidelines, process and maintain Support Worker time entries			X
Prepare paychecks, including a payroll statement, as required by the MN Fair Labor Standards Act and the MN Department of Labor and Industry			X
Withhold all appropriate taxes from support workers' pay; report and submit those withheld amounts to the federal and state governments, including Medicare, Social Security, Federal and State Unemployment, and Federal Income Tax (FICA, FUTA, SUTA)			X
Disburse payroll, based on submitted time records, on the posted payroll schedule			X
Complete authorized, requested employment and wage verification forms			X
Prepare and issue annual W-2, Wage and Tax Statements			X
When purchases and returns exceed what is reasonable in CDI's role as an FMS agency, CDI may request the Participant make their own purchases and request reimbursement for those purchases or provide a link to the approved merchandise	X	X	
Report any overnight hospitalizations in a hospital, nursing home or mental health facility to your FMS Coordinator		X	
In the event of an overnight admission, noted above, ensure that no hours or services are submitted past the time of admission or before the Participant discharge		X	

Consumer Directed Community Supports (CDCS) / Consumer Support Grant (CSG)	Goods & Services Only	Responsibility	
		Consumer/ Participant Employer	CDI FMS
<b>Payment of Vendors</b>			
Responsibility to request and obtain copies of invoices from vendors to ensure that correct payments are being made on their behalf	X	X	
Enter into a formal agreement (ideally written) with vendors or independent contractors	X	X	
Invoices must be submitted to CDI in a timely manner, either at the time of delivery or on a monthly basis. Invoices must be submitted within 90 days of service to ensure payment	X	X	
If using an independent contractor and paying for that service directly and requesting reimbursement from CDI; responsible to ensure correct independent contractor status, obtain applicable W-9 and issue any required 1099 Forms at year-end.	X	X	
When using an independent contractor and CDI is making payment to the independent contractor; responsible to ensure correct independent contractor status, obtain applicable W-9 and issue any required 1099 Forms at year-end.			X
<b>Other Self-Direction Responsibilities</b>			
Responsibility to pay any co-pays, spenddowns or waiver obligations assessed by the State of Minnesota within 10 days of invoice. If payment in full is not received by the due date, employees will be suspended	X	X	
Responsibility to complete, get approved and make any required revisions to your plan and spending budget in a timely manner	X	X	
Responsibility to check with your insurance agent regarding any additional liability, property or umbrella insurance that may be recommended in role as a common-law employer of domestic/household employees. Additional costs incurred for adding this insurance, for this purpose, may qualify for reimbursement under your plan	X	X	

Consumer Directed Community Supports (CDCS) / Consumer Support Grant (CSG)	Goods & Services Only	Responsibility	
		Consumer/ Participant Employer	CDI FMS
Responsible for care, supervision, health and safety of child or adult using Self-Directed Services	X	X	
Receive service authorization and approved plan, bill the payer(s) source for program expenditures, track accounts receivable and manage/secure adequate cash flow			X

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## EXHIBIT B

# Your Grievance Procedure

### What is a Grievance?

A grievance is a complaint about something that you do not like about the customer service or processes involving the services within the scope of CDI's services that has been communicated but has not been resolved.

You should feel free to bring any complaints to CDI without being afraid of losing any services or having anything bad happen to you. If you have a complaint or problem, you should follow these steps:

- **Step One:** Gather and document the facts of the issue at hand.
- **Step Two:** Talk to your assigned Primary Contact at CDI right away. They will discuss your concern with you and work to resolve the matter with you within 48 hours. CDI will document your complaint in a complaint log, along with how the issue was resolved.
- **Step Three:** If you do not feel like the issue was resolved to your satisfaction, contact the FMS Coaching Manager. The FMS Coaching Manager will contact you within five (5) days to hear your complaint and work to resolve the matter with you.
- **Step Four:** If you believe that the matter is still not resolved to your satisfaction, you may bring the complaint to the highest level of authority in this program. That person is Sara Draxler-Gainsforth, Chief Operating Officer. The Chief Operating Officer may be reached by Direct Dial at 320-257-8344, email: [saradg@yourfse.com](mailto:saradg@yourfse.com), Consumer Directions, 1140 Elm Street East, St. Joseph, MN 56374. Your grievance will be presented to the Board of Directors and you will receive a formal response in writing within two (2) weeks.

You may choose to represent yourself during a grievance or you may have someone else do it, such as a family member, case manager, an advocate, or legal representative.

CDI wants you to be more than just satisfied with our services, we want you to be extremely happy! We encourage you to provide feedback at any time.

You will be given the opportunity to fill out an online service satisfaction survey annually. We want you to take advantage of this opportunity to share your ideas and thoughts about how we can better serve you and meet your needs.

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## EXHIBIT C

# Notice of Privacy Practices

### Your Information. Your Rights. Our Responsibilities.

This notice describes how information about you may be used and disclosed and how you can get access to this information. **Please review it carefully.**

### Your Rights

You have the right to:

- Get a copy of your paper or electronic service record
- Correct your paper or electronic service record
- Request confidential communication
- Ask us to limit the information we share
- Get a list of those with whom we've shared your information
- Get a copy of this privacy notice
- Choose someone to act for you
- File a complaint if you believe your privacy rights have been violated

### Your Choices

You have some choices in the way that we use and share information as we:

- Discuss your services with family, friends, and caregivers
- Provide disaster relief
- Provide services
- Market our services

### Our Uses and Disclosures

We may use and share your information as we:

- Serve you
- Run our organization
- Bill for your services
- Help with public health and safety issues
- Comply with the law
- Respond to required county, state, and federal program requests
- Address workers' compensation, law enforcement, and other government requests
- Respond to lawsuits and legal actions

### Your Rights

When it comes to your health information, you have certain rights. This section explains your rights and some of our responsibilities to help you.

### **Get an electronic or paper copy of your service record**

- You can ask to see or get an electronic or paper copy of your medical record and other health information we have about you. Ask us how to do this.
- We will provide a copy or a summary of your service information, usually within 30 days of your request. We may charge a reasonable, cost-based fee.

### **Ask us to correct your service record**

- You can ask us to correct any information about you that you think is incorrect or incomplete. Ask us how to do this.
- We may say “no” to your request, but we’ll tell you why in writing within 60 days.

### **Request confidential communications**

- You can ask us to contact you in a specific way (for example, home or office phone) or to send mail to a different address.
- We will say “yes” to all reasonable requests.

### **Ask us to limit what we use or share**

- You can ask us not to use or share certain information for services, payment, or our operations. We are not required to agree to your request, and we may say “no” if it would affect your services or our legal obligation.
- If you pay for a service or care item out-of-pocket in full, you can ask us not to share that information for the purpose of payment or our operations with your health insurer. We will say “yes” unless a law requires us to share that information.

### **Get a list of those with whom we’ve shared information**

- You can ask for a list (accounting) of the times we’ve shared your service information for six years prior to the date you ask, who we shared it with, and why.
- We will include all the disclosures except for those about services, payment, and health care operations, and certain other disclosures (such as any you asked us to make). We’ll provide one accounting a year for free but will charge a reasonable, cost-based fee if you ask for another one within 12 months.

### **Get a copy of this privacy notice**

You can ask for a paper copy of this notice at any time, even if you have agreed to receive the notice electronically. We will provide you with a paper copy promptly.

### **Choose someone to act for you**

- If you have given someone power of attorney or if someone is your legal guardian, that person can exercise your rights and make choices about your service information.

- We will make sure the person has this authority and can act for you before we take any action.

## Your Choices

For certain service information, you can tell us your choices about what we share. If you have a clear preference for how we share your information in the situations described below, talk to us. Tell us what you want us to do, and we will follow your instructions.

In these cases, you have both the right and choice to tell us to:

- Share information with your family, close friends, or others involved in your care
- Share information in a disaster relief situation

***We may also share your information when needed to lessen a serious and imminent threat to health or safety.***

In these cases, we never share your information unless you give us written permission:

- Marketing purposes
- Sale of your information

## Our Uses and Disclosures

### Serve you

We are allowed or required to share your information in other ways – usually in ways that coordinate your services with the contracted or governing government agencies.

### Run our organization

We are allowed or required to share some Participant Employer data, billing and accounts receivable information with our bank, government tax auditors, and CPA auditors. We must meet many conditions in the law before we can share your service information for other purposes. For more information see: [www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/index.html](http://www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/index.html).

### Bill for your services

We can use and share your health information to bill and get payment from health plans or other entities.

### Help with public health and safety issues

We can share health information about you for certain situations such as:

- Reporting suspected abuse, neglect, or domestic violence
- Preventing or reducing a serious threat to anyone's health or safety

### **Comply with the law**

We will share information about you if state or federal laws require it, including with the Department of Health and Human Services if it wants to see that we're complying with federal privacy law.

### **Address workers' compensation, law enforcement, and other government requests**

We can use or share health information about you:

- For workers' compensation claims
- For law enforcement purposes or with a law enforcement official
- With oversight agencies for activities authorized by law

### **Respond to covered County, State or Federal program requests**

We can share service information about you in response to a covered request by the county, state, or federal program requests.

### **Respond to lawsuits and legal actions**

We can share service information about you in response to a court or administrative order, or in response to a subpoena.

## **Our Responsibilities**

- We are required by law to maintain the privacy and security of your protected health information.
- We will let you know promptly if a breach occurs that may have compromised the privacy or security of your information.
- We must follow the duties and privacy practices described in this notice and give you a copy of it.
- We will not use or share your information other than as described here unless you tell us we can in writing. If you tell us we can, you may change your mind at any time. Let us know in writing if you change your mind.

For more information see: [www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html](http://www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html).

## **Changes to the Terms of this Notice**

*We can change the terms of this notice, and the changes will apply to all information we have about you. The new notice will be available upon request, in our office, and on our website.*

### Other Instructions for Notice

- Effective Date of this Notice: 12/22/2020
- Privacy official:  
Lisa Kampfner, CEO  
1140 Elm St E, St. Joseph, Minnesota 56374  
[lisa@yourfse.com](mailto:lisa@yourfse.com)  
(320) 420-1017
- We never market or sell personal information
- We will never share any service records without your written permission; excluding government entities entitled to the information

### File a complaint if you feel your rights are violated

- You can complain if you feel we have violated your rights by contacting the privacy official listed above.
- You can file a complaint with the U.S. Department of Health and Human Services Office for Civil Rights by sending a letter to 200 Independence Avenue, S.W., Washington, D.C. 20201, calling 1-877-696-6775, or visiting [www.hhs.gov/ocr/privacy/hipaa/complaints/](http://www.hhs.gov/ocr/privacy/hipaa/complaints/)
- We will not retaliate against you for filing a complaint.

Initial Here \_\_\_\_\_

# Self-Directed Services Participant Agreement

THIS AGREEMENT is made effective on \_\_\_\_\_, by and between CDI (Consumer Directions, Inc.) as the Financial Management Services (FMS) Entity and \_\_\_\_\_, Participant Employer or Managing Party.  
(Participant Employer or Managing Party Name)

**WITNESSETH:** That in consideration of the mutual agreements to be kept and performed on the part of both parties as identified, respectively as stated:

- I. The Participant Employer or Managing Party is choosing to and has the responsibility of self-directing or managing their own support for:

\_\_\_\_\_  
(Participant Name)

- II. As a Minnesota Health Care Provider (MHCP) and contracted FMS Provider, Consumer Direction, Inc. agrees to perform certain fiscal employer agent management and support services related to employee enrollment, time entry processing, paying service providers or vendors, invoicing the payer source, and completing all program and payroll tax reporting.
- III. This agreement will be renewed, annually, upon plan renewal.
- IV. Both parties agree to the terms set forth in the current and future updates to the **FMS Self-Direction Participant Agreement** and the table of the Roles and Responsibilities of each party, incorporated herein, referenced as **Exhibit A**.

This Statement of Review and Receipt is to verify that CDI has provided copies of Notice of Privacy Practices (known as HIPAA), included as **Exhibit C**. I have read and understand my rights and know that I can also view my rights on [www.consumerdirections.info](http://www.consumerdirections.info)

**IN WITNESS WHEREOF**, the parties execute this Agreement this day and year above written.

Consumer Directions, Inc.

Participant/Representative

\_\_\_\_\_

\_\_\_\_\_