

## **Employee Information & Qualification**

EMPLOYEE (APPLICANT) INFORMATION	
Full Name	ID/Last 4 of SSN

As an employee in self-direction, you must agree to the following terms of employment:

- You understand that the participant, or his or her surrogate, is your employer. Neither Palco, nor program/state administrators, is your employer.
- This position is paid as an employee and not as an independent contractor.
- This document does not create an anticipation of, nor a contract of, employment.
- To adhere to all federal, state, local, and program laws, regulations, policies, and requirements throughout my employment. This includes staying current on information provided to me about the program throughout my employment.
- To accurately complete all enrollment documentation to ensure that you meet the program's eligibility requirements for providing services and is not prohibited in any manner from providing services.
- Employees agree to adhere to the Employee Agreement and qualifications requirements of the SDCB program by completing and submitting a Provider attestation form annually to Conduent to remain compliant with the HCBS Setting Rule requirements.
- That my employment is contingent upon many factors, including successful completion and/or passing of required background checks, training, and credentialing.
- Employees are responsible for providing Conduent and Employer of Record (EOR) a copy of the criminal background checks and screenings rendering Self-Directed Personal Care Services. Employees/Caregivers will be required to provide the requested documents within 24 business hours of obtaining the results.
- To report any changes in my ability to deliver services, including changes in my background history or qualifications required to perform services under this program.
- Being paid for services through the program is contingent upon the participant's eligibility for the program. Once eligibility terminates, you may no longer be paid through this program.
- Your employer is responsible for payment of services for activities not authorized in or exceeding the limitations established by the budget.
- Funds to pay for services are from public sources, and financial accountability and liability applies to the use of the funds. You understand that submitting false or fraudulent timesheets or submitting timesheets for tasks other than those approved on the authorized budget will be reported to the appropriate authorities for investigation and possible prosecution as fraud.
- That medical and personal information and data about the participant and the employee is confidential. In addition, you have read and agree to the Notice of Privacy Practices.
- That neither Conduent nor program/state administrators are responsible or liable for any negligent acts, work-related injuries, or omissions by me, the employer, participant, other employee or service providers, or authorized representatives.
- To report all critical incidents relating to the participant's health, safety, and welfare, including suspicion of fraud, abuse, or neglect.
- Certificates and rosters of all training completed by Employees (Individual/Vendor) must be provided to Conduent upon completion.

- Employees (Individual/Vendor) must comply with all laws, rules and regulations of the New Mexico corporation Commission for Telecommunications and Security Systems; and comply with all laws, rules, and regulations form the Federal Communications Commission for telecommunications.
- Employees (Individual/Vendor) providing transportation services, must provide a valid New Mexico driver's license, a copy of the no chargeable (at fault) accidents within the previous two years, a copy of no driving while intoxicated convictions within the previous two years, and posses and maintain current insurance policy and registration for each vehicle.

By signing below, you acknowledge that you have read this agreement and accept responsibility as an employee in self-direction, understand their responsibilities and duties associated with that role, and will comply with program policies and requirements. The information provided herein is true and accurate to the best of your knowledge. You further understand and agree that violation of this agreement will result in termination.

Employee Printed Name

Employee Signature

Date

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