



## The Information Center

### Medicaid PROVIDER Paperwork for Self-Determination Participants

In order to be considered a Medicaid provider and be paid with Medicaid funds, this packet must be completed in its entirety. Do not provide any services prior to the notification of a clear background check.

The employment relationship is with the Participant and not with Stuart T. Wilson CPA, PC or the Waiver Agency.

**IMPORTANT:** Please ensure this checklist is completed prior to submission. There are portions of this packet that must be completed by the employer. If an incomplete packet is submitted payment may be delayed.

- W-4
- I-9 (Two forms of identification are required. Please refer to page three for all options)
  - Employer Signature on Page 2
  - Copy of Driver's License or State Issued ID (current)
  - Copy of Social Security Card, Birth Certificate, or valid Passport
- Employment Agreement
  - Employer Signature
  - Employee Signature
- Medicaid Provider Agreement
  - Provider Signature (Employee is the provider)
  - Our office obtains the second signature after the paperwork is processed
- Job Description
- Employee Wage Information
- Payroll Procedures (Please read carefully)
  - Employee Signature
- Direct Deposit Application (Attachment required)
- Required Training (Training must be submitted with/by your first timesheet)

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Employee Email

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Employee Phone #

If you have any questions, please feel free to contact the Personnel Department at 989-832-5400

Return packet via Fax: 989-832-5404

Email: [training@stuartwilsonfi.com](mailto:training@stuartwilsonfi.com)

Mail: Stuart T. Wilson CPA, PC Attn: Personnel 6300 Schade Dr. Midland, MI 48640

# Employee's Withholding Certificate

Complete Form W-4 so that your employer can withhold the correct federal income tax from your pay.

Give Form W-4 to your employer.

Your withholding is subject to review by the IRS.

### Step 1: Enter Personal Information

(a) First name and middle initial	Last name	(b) Social security number
Address		Does your name match the name on your social security card? If not, to ensure you get credit for your earnings, contact SSA at 800-772-1213 or go to <a href="http://www.ssa.gov">www.ssa.gov</a> .
City or town, state, and ZIP code		
(c) <input type="checkbox"/> Single or Married filing separately		
<input type="checkbox"/> Married filing jointly or Qualifying surviving spouse		
<input type="checkbox"/> Head of household (Check only if you're unmarried and pay more than half the costs of keeping up a home for yourself and a qualifying individual.)		

Complete Steps 2-4 ONLY if they apply to you; otherwise, skip to Step 5. See page 2 for more information on each step, who can claim exemption from withholding, other details, and privacy.

### Step 2: Multiple Jobs or Spouse Works

Complete this step if you (1) hold more than one job at a time, or (2) are married filing jointly and your spouse also works. The correct amount of withholding depends on income earned from all of these jobs.

Do **only one** of the following.

- (a) Reserved for future use.
- (b) Use the Multiple Jobs Worksheet on page 3 and enter the result in Step 4(c) below; **or**
- (c) If there are only two jobs total, you may check this box. Do the same on Form W-4 for the other job. This option is generally more accurate than (b) if pay at the lower paying job is more than half of the pay at the higher paying job. Otherwise, (b) is more accurate

**TIP:** If you have self-employment income, see page 2.

Complete Steps 3-4(b) on Form W-4 for only ONE of these jobs. Leave those steps blank for the other jobs. (Your withholding will be most accurate if you complete Steps 3-4(b) on the Form W-4 for the highest paying job.)

<b>Step 3: Claim Dependent and Other Credits</b>	If your total income will be \$200,000 or less (\$400,000 or less if married filing jointly):		
	Multiply the number of qualifying children under age 17 by \$2,000 \$ _____		
	Multiply the number of other dependents by \$500 . . . . . \$ _____		
	Add the amounts above for qualifying children and other dependents. You may add to this the amount of any other credits. Enter the total here . . . . .	<b>3</b>	\$ _____
<b>Step 4 (optional): Other Adjustments</b>	(a) <b>Other income (not from jobs).</b> If you want tax withheld for other income you expect this year that won't have withholding, enter the amount of other income here. This may include interest, dividends, and retirement income . . . . .	<b>4(a)</b>	\$ _____
	(b) <b>Deductions.</b> If you expect to claim deductions other than the standard deduction and want to reduce your withholding, use the Deductions Worksheet on page 3 and enter the result here . . . . .	<b>4(b)</b>	\$ _____
	(c) <b>Extra withholding.</b> Enter any additional tax you want withheld each pay period . .	<b>4(c)</b>	\$ _____

<b>Step 5: Sign Here</b>	Under penalties of perjury, I declare that this certificate, to the best of my knowledge and belief, is true, correct, and complete.		
	Employee's signature (This form is not valid unless you sign it.)		Date

<b>Employers Only</b>	Employer's name and address	First date of employment	Employer identification number (EIN)

## General Instructions

Section references are to the Internal Revenue Code.

### Future Developments

For the latest information about developments related to Form W-4, such as legislation enacted after it was published, go to [www.irs.gov/FormW4](http://www.irs.gov/FormW4).

### Purpose of Form

Complete Form W-4 so that your employer can withhold the correct federal income tax from your pay. If too little is withheld, you will generally owe tax when you file your tax return and may owe a penalty. If too much is withheld, you will generally be due a refund. Complete a new Form W-4 when changes to your personal or financial situation would change the entries on the form. For more information on withholding and when you must furnish a new Form W-4, see Pub. 505, Tax Withholding and Estimated Tax.

**Exemption from withholding.** You may claim exemption from withholding for 2023 if you meet both of the following conditions: you had no federal income tax liability in 2022 **and** you expect to have no federal income tax liability in 2023. You had no federal income tax liability in 2022 if (1) your total tax on line 24 on your 2022 Form 1040 or 1040-SR is zero (or less than the sum of lines 27, 28, and 29), or (2) you were not required to file a return because your income was below the filing threshold for your correct filing status. If you claim exemption, you will have no income tax withheld from your paycheck and may owe taxes and penalties when you file your 2023 tax return. To claim exemption from withholding, certify that you meet both of the conditions above by writing "Exempt" on Form W-4 in the space below Step 4(c). Then, complete Steps 1(a), 1(b), and 5. Do not complete any other steps. You will need to submit a new Form W-4 by February 15, 2024.

**Your privacy.** If you have concerns with Step 2(c), you may choose Step 2(b); if you have concerns with Step 4(a), you may enter an additional amount you want withheld per pay period in Step 4(c).

**Self-employment.** Generally, you will owe both income and self-employment taxes on any self-employment income you receive separate from the wages you receive as an employee. If you want to pay income and self-employment taxes through withholding from your wages, you should enter the self-employment income on Step 4(a). Then compute your self-employment tax, divide that tax by the number of pay periods remaining in the year, and include that resulting amount per pay period on Step 4(c). You can also add half of the annual amount of self-employment tax to Step 4(b) as a deduction. To calculate self-employment tax, you generally multiply the self-employment income by 14.13% (this rate is a quick way to figure your self-employment tax and equals the sum of the 12.4% social security tax and the 2.9% Medicare tax multiplied by 0.9235). See Pub. 505 for more information, especially if the sum of self-employment income multiplied by 0.9235 and wages exceeds \$160,200 for a given individual.

**Nonresident alien.** If you're a nonresident alien, see Notice 1392, Supplemental Form W-4 Instructions for Nonresident Aliens, before completing this form.

## Specific Instructions

**Step 1(c).** Check your anticipated filing status. This will determine the standard deduction and tax rates used to compute your withholding.

**Step 2.** Use this step if you (1) have more than one job at the same time, or (2) are married filing jointly and you and your spouse both work.

If you (and your spouse) have a total of only two jobs, you may check the box in option (c). The box must also be checked on the Form W-4 for the other job. If the box is checked, the standard deduction and tax brackets will be cut in half for each job to calculate withholding. This option is roughly accurate for jobs with similar pay; otherwise, more tax than necessary may be withheld, and this extra amount will be larger the greater the difference in pay is between the two jobs.



**Multiple jobs.** Complete Steps 3 through 4(b) on only one Form W-4. Withholding will be most accurate if you do this on the Form W-4 for the highest paying job.

**Step 3.** This step provides instructions for determining the amount of the child tax credit and the credit for other dependents that you may be able to claim when you file your tax return. To qualify for the child tax credit, the child must be under age 17 as of December 31, must be your dependent who generally lives with you for more than half the year, and must have the required social security number. You may be able to claim a credit for other dependents for whom a child tax credit can't be claimed, such as an older child or a qualifying relative. For additional eligibility requirements for these credits, see Pub. 501, Dependents, Standard Deduction, and Filing Information. You can also include **other tax credits** for which you are eligible in this step, such as the foreign tax credit and the education tax credits. To do so, add an estimate of the amount for the year to your credits for dependents and enter the total amount in Step 3. Including these credits will increase your paycheck and reduce the amount of any refund you may receive when you file your tax return.

### Step 4 (optional).

**Step 4(a).** Enter in this step the total of your other estimated income for the year, if any. You shouldn't include income from any jobs or self-employment. If you complete Step 4(a), you likely won't have to make estimated tax payments for that income. If you prefer to pay estimated tax rather than having tax on other income withheld from your paycheck, see Form 1040-ES, Estimated Tax for Individuals.

**Step 4(b).** Enter in this step the amount from the Deductions Worksheet, line 5, if you expect to claim deductions other than the basic standard deduction on your 2023 tax return and want to reduce your withholding to account for these deductions. This includes both itemized deductions and other deductions such as for student loan interest and IRAs.

**Step 4(c).** Enter in this step any additional tax you want withheld from your pay **each pay period**, including any amounts from the Multiple Jobs Worksheet, line 4. Entering an amount here will reduce your paycheck and will either increase your refund or reduce any amount of tax that you owe.

Step 2(b) – Multiple Jobs Worksheet (Keep for your records.)



If you choose the option in Step 2(b) on Form W-4, complete this worksheet (which calculates the total extra tax for all jobs) on only ONE Form W-4. Withholding will be most accurate if you complete the worksheet and enter the result on the Form W-4 for the highest paying job. To be accurate, submit a new Form W-4 for all other jobs if you have not updated your withholding since 2019.

Note: If more than one job has annual wages of more than \$120,000 or there are more than three jobs, see Pub. 505 for additional tables.

- 1 Two jobs. If you have two jobs or you're married filing jointly and you and your spouse each have one job, find the amount from the appropriate table on page 4. Using the "Higher Paying Job" row and the "Lower Paying Job" column, find the value at the intersection of the two household salaries and enter that value on line 1. Then, skip to line 3
2 Three jobs. If you and/or your spouse have three jobs at the same time, complete lines 2a, 2b, and 2c below. Otherwise, skip to line 3.
a Find the amount from the appropriate table on page 4 using the annual wages from the highest paying job in the "Higher Paying Job" row and the annual wages for your next highest paying job in the "Lower Paying Job" column. Find the value at the intersection of the two household salaries and enter that value on line 2a
b Add the annual wages of the two highest paying jobs from line 2a together and use the total as the wages in the "Higher Paying Job" row and use the annual wages for your third job in the "Lower Paying Job" column to find the amount from the appropriate table on page 4 and enter this amount on line 2b
c Add the amounts from lines 2a and 2b and enter the result on line 2c
3 Enter the number of pay periods per year for the highest paying job. For example, if that job pays weekly, enter 52; if it pays every other week, enter 26; if it pays monthly, enter 12, etc.
4 Divide the annual amount on line 1 or line 2c by the number of pay periods on line 3. Enter this amount here and in Step 4(c) of Form W-4 for the highest paying job (along with any other additional amount you want withheld)

Step 4(b) – Deductions Worksheet (Keep for your records.)



- 1 Enter an estimate of your 2023 itemized deductions (from Schedule A (Form 1040)). Such deductions may include qualifying home mortgage interest, charitable contributions, state and local taxes (up to \$10,000), and medical expenses in excess of 7.5% of your income
2 Enter: { \$27,700 if you're married filing jointly or a qualifying surviving spouse; \$20,800 if you're head of household; \$13,850 if you're single or married filing separately }
3 If line 1 is greater than line 2, subtract line 2 from line 1 and enter the result here. If line 2 is greater than line 1, enter "-0-"
4 Enter an estimate of your student loan interest, deductible IRA contributions, and certain other adjustments (from Part II of Schedule 1 (Form 1040)). See Pub. 505 for more information
5 Add lines 3 and 4. Enter the result here and in Step 4(b) of Form W-4

Privacy Act and Paperwork Reduction Act Notice. We ask for the information on this form to carry out the Internal Revenue laws of the United States. Internal Revenue Code sections 3402(f)(2) and 6109 and their regulations require you to provide this information; your employer uses it to determine your federal income tax withholding. Failure to provide a properly completed form will result in your being treated as a single person with no other entries on the form; providing fraudulent information may subject you to penalties. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation; to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their tax laws; and to the Department of Health and Human Services for use in the National Directory of New Hires. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by Code section 6103.

The average time and expenses required to complete and file this form will vary depending on individual circumstances. For estimated averages, see the instructions for your income tax return.

If you have suggestions for making this form simpler, we would be happy to hear from you. See the instructions for your income tax return.

**Married Filing Jointly or Qualifying Surviving Spouse**

Higher Paying Job Annual Taxable Wage & Salary	Lower Paying Job Annual Taxable Wage & Salary											
	\$0 - 9,999	\$10,000 - 19,999	\$20,000 - 29,999	\$30,000 - 39,999	\$40,000 - 49,999	\$50,000 - 59,999	\$60,000 - 69,999	\$70,000 - 79,999	\$80,000 - 89,999	\$90,000 - 99,999	\$100,000 - 109,999	\$110,000 - 120,000
\$0 - 9,999	\$0	\$0	\$850	\$850	\$1,000	\$1,020	\$1,020	\$1,020	\$1,020	\$1,020	\$1,020	\$1,870
\$10,000 - 19,999	0	930	1,850	2,000	2,200	2,220	2,220	2,220	2,220	2,220	3,200	4,070
\$20,000 - 29,999	850	1,850	2,920	3,120	3,320	3,340	3,340	3,340	3,340	4,320	5,320	6,190
\$30,000 - 39,999	850	2,000	3,120	3,320	3,520	3,540	3,540	3,540	4,520	5,520	6,520	7,390
\$40,000 - 49,999	1,000	2,200	3,320	3,520	3,720	3,740	3,740	4,720	5,720	6,720	7,720	8,590
\$50,000 - 59,999	1,020	2,220	3,340	3,540	3,740	3,760	4,750	5,750	6,750	7,750	8,750	9,610
\$60,000 - 69,999	1,020	2,220	3,340	3,540	3,740	4,750	5,750	6,750	7,750	8,750	9,750	10,610
\$70,000 - 79,999	1,020	2,220	3,340	3,540	4,720	5,750	6,750	7,750	8,750	9,750	10,750	11,610
\$80,000 - 99,999	1,020	2,220	4,170	5,370	6,570	7,600	8,600	9,600	10,600	11,600	12,600	13,460
\$100,000 - 149,999	1,870	4,070	6,190	7,390	8,590	9,610	10,610	11,660	12,860	14,060	15,260	16,330
\$150,000 - 239,999	2,040	4,440	6,760	8,160	9,560	10,780	11,980	13,180	14,380	15,580	16,780	17,850
\$240,000 - 259,999	2,040	4,440	6,760	8,160	9,560	10,780	11,980	13,180	14,380	15,580	16,780	17,850
\$260,000 - 279,999	2,040	4,440	6,760	8,160	9,560	10,780	11,980	13,180	14,380	15,580	16,780	18,140
\$280,000 - 299,999	2,040	4,440	6,760	8,160	9,560	10,780	11,980	13,180	14,380	15,870	17,870	19,740
\$300,000 - 319,999	2,040	4,440	6,760	8,160	9,560	10,780	11,980	13,470	15,470	17,470	19,470	21,340
\$320,000 - 364,999	2,040	4,440	6,760	8,550	10,750	12,770	14,770	16,770	18,770	20,770	22,770	24,640
\$365,000 - 524,999	2,970	6,470	9,890	12,390	14,890	17,220	19,520	21,820	24,120	26,420	28,720	30,880
\$525,000 and over	3,140	6,840	10,460	13,160	15,860	18,390	20,890	23,390	25,890	28,390	30,890	33,250

**Single or Married Filing Separately**

Higher Paying Job Annual Taxable Wage & Salary	Lower Paying Job Annual Taxable Wage & Salary											
	\$0 - 9,999	\$10,000 - 19,999	\$20,000 - 29,999	\$30,000 - 39,999	\$40,000 - 49,999	\$50,000 - 59,999	\$60,000 - 69,999	\$70,000 - 79,999	\$80,000 - 89,999	\$90,000 - 99,999	\$100,000 - 109,999	\$110,000 - 120,000
\$0 - 9,999	\$310	\$890	\$1,020	\$1,020	\$1,020	\$1,860	\$1,870	\$1,870	\$1,870	\$1,870	\$2,030	\$2,040
\$10,000 - 19,999	890	1,630	1,750	1,750	2,600	3,600	3,600	3,600	3,600	3,600	3,760	3,970
\$20,000 - 29,999	1,020	1,750	1,880	2,720	3,720	4,720	4,730	4,730	4,890	5,090	5,290	5,300
\$30,000 - 39,999	1,020	1,750	2,720	3,720	4,720	5,720	5,730	5,890	6,090	6,290	6,490	6,500
\$40,000 - 59,999	1,710	3,450	4,570	5,570	6,570	7,700	7,910	8,110	8,310	8,510	8,710	8,720
\$60,000 - 79,999	1,870	3,600	4,730	5,860	7,060	8,260	8,460	8,660	8,860	9,060	9,260	9,280
\$80,000 - 99,999	1,870	3,730	5,060	6,260	7,460	8,660	8,860	9,060	9,260	9,460	10,430	11,240
\$100,000 - 124,999	2,040	3,970	5,300	6,500	7,700	8,900	9,110	9,610	10,610	11,610	12,610	13,430
\$125,000 - 149,999	2,040	3,970	5,300	6,500	7,700	9,610	10,610	11,610	12,610	13,610	14,900	16,020
\$150,000 - 174,999	2,040	3,970	5,610	7,610	9,610	11,610	12,610	13,750	15,050	16,350	17,650	18,770
\$175,000 - 199,999	2,720	5,450	7,580	9,580	11,580	13,870	15,180	16,480	17,780	19,080	20,380	21,490
\$200,000 - 249,999	2,900	5,930	8,360	10,660	12,960	15,260	16,570	17,870	19,170	20,470	21,770	22,880
\$250,000 - 399,999	2,970	6,010	8,440	10,740	13,040	15,340	16,640	17,940	19,240	20,540	21,840	22,960
\$400,000 - 449,999	2,970	6,010	8,440	10,740	13,040	15,340	16,640	17,940	19,240	20,540	21,840	22,960
\$450,000 and over	3,140	6,380	9,010	11,510	14,010	16,510	18,010	19,510	21,010	22,510	24,010	25,330

**Head of Household**

Higher Paying Job Annual Taxable Wage & Salary	Lower Paying Job Annual Taxable Wage & Salary											
	\$0 - 9,999	\$10,000 - 19,999	\$20,000 - 29,999	\$30,000 - 39,999	\$40,000 - 49,999	\$50,000 - 59,999	\$60,000 - 69,999	\$70,000 - 79,999	\$80,000 - 89,999	\$90,000 - 99,999	\$100,000 - 109,999	\$110,000 - 120,000
\$0 - 9,999	\$0	\$620	\$860	\$1,020	\$1,020	\$1,020	\$1,020	\$1,650	\$1,870	\$1,870	\$1,890	\$2,040
\$10,000 - 19,999	620	1,630	2,060	2,220	2,220	2,220	2,850	3,850	4,070	4,090	4,290	4,440
\$20,000 - 29,999	860	2,060	2,490	2,650	2,650	3,280	4,280	5,280	5,520	5,720	5,920	6,070
\$30,000 - 39,999	1,020	2,220	2,650	2,810	3,440	4,440	5,440	6,460	6,880	7,080	7,280	7,430
\$40,000 - 59,999	1,020	2,220	3,130	4,290	5,290	6,290	7,480	8,680	9,100	9,300	9,500	9,650
\$60,000 - 79,999	1,500	3,700	5,130	6,290	7,480	8,680	9,880	11,080	11,500	11,700	11,900	12,050
\$80,000 - 99,999	1,870	4,070	5,690	7,050	8,250	9,450	10,650	11,850	12,260	12,460	12,870	13,820
\$100,000 - 124,999	2,040	4,440	6,070	7,430	8,630	9,830	11,030	12,230	13,190	14,190	15,190	16,150
\$125,000 - 149,999	2,040	4,440	6,070	7,430	8,630	9,980	11,980	13,980	15,190	16,190	17,270	18,530
\$150,000 - 174,999	2,040	4,440	6,070	7,980	9,980	11,980	13,980	15,980	17,420	18,720	20,020	21,280
\$175,000 - 199,999	2,190	5,390	7,820	9,980	11,980	14,060	16,360	18,660	20,170	21,470	22,770	24,030
\$200,000 - 249,999	2,720	6,190	8,920	11,380	13,680	15,980	18,280	20,580	22,090	23,390	24,690	25,950
\$250,000 - 449,999	2,970	6,470	9,200	11,660	13,960	16,260	18,560	20,860	22,380	23,680	24,980	26,230
\$450,000 and over	3,140	6,840	9,770	12,430	14,930	17,430	19,930	22,430	24,150	25,650	27,150	28,600



**Employment Eligibility Verification**  
**Department of Homeland Security**  
 U.S. Citizenship and Immigration Services

**USCIS**  
**Form I-9**  
 OMB No. 1615-0047  
 Expires 10/31/2022

▶ **START HERE: Read instructions carefully before completing this form. The instructions must be available, either in paper or electronically, during completion of this form. Employers are liable for errors in the completion of this form.**

**ANTI-DISCRIMINATION NOTICE:** It is illegal to discriminate against work-authorized individuals. Employers **CANNOT** specify which document(s) an employee may present to establish employment authorization and identity. The refusal to hire or continue to employ an individual because the documentation presented has a future expiration date may also constitute illegal discrimination.

**Section 1. Employee Information and Attestation** *(Employees must complete and sign Section 1 of Form I-9 no later than the first day of employment, but not before accepting a job offer.)*

Last Name <i>(Family Name)</i>		First Name <i>(Given Name)</i>		Middle Initial	Other Last Names Used <i>(if any)</i>	
Address <i>(Street Number and Name)</i>			Apt. Number	City or Town		State ZIP Code
Date of Birth <i>(mm/dd/yyyy)</i>	U.S. Social Security Number □□□□ - □□ - □□□□		Employee's E-mail Address		Employee's Telephone Number	

**I am aware that federal law provides for imprisonment and/or fines for false statements or use of false documents in connection with the completion of this form.**

**I attest, under penalty of perjury, that I am (check one of the following boxes):**

<input type="checkbox"/> 1. A citizen of the United States	
<input type="checkbox"/> 2. A noncitizen national of the United States <i>(See instructions)</i>	
<input type="checkbox"/> 3. A lawful permanent resident (Alien Registration Number/USCIS Number): _____	
<input type="checkbox"/> 4. An alien authorized to work until (expiration date, if applicable, mm/dd/yyyy): _____ Some aliens may write "N/A" in the expiration date field. <i>(See instructions)</i>	
<p><i>Aliens authorized to work must provide only one of the following document numbers to complete Form I-9: An Alien Registration Number/USCIS Number OR Form I-94 Admission Number OR Foreign Passport Number.</i></p> <p>1. Alien Registration Number/USCIS Number: _____  <b>OR</b>          2. Form I-94 Admission Number: _____  <b>OR</b>          3. Foreign Passport Number: _____          Country of Issuance: _____</p>	
QR Code - Section 1 Do Not Write In This Space	

Signature of Employee	Today's Date <i>(mm/dd/yyyy)</i>
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**Preparer and/or Translator Certification (check one):**  
 I did not use a preparer or translator.     A preparer(s) and/or translator(s) assisted the employee in completing Section 1.  
*(Fields below must be completed and signed when preparers and/or translators assist an employee in completing Section 1.)*

**I attest, under penalty of perjury, that I have assisted in the completion of Section 1 of this form and that to the best of my knowledge the information is true and correct.**

Signature of Preparer or Translator		Today's Date <i>(mm/dd/yyyy)</i>	
Last Name <i>(Family Name)</i>		First Name <i>(Given Name)</i>	
Address <i>(Street Number and Name)</i>		City or Town	State ZIP Code

**STOP**    *Employer Completes Next Page*    **STOP**



**Employment Eligibility Verification**  
**Department of Homeland Security**  
 U.S. Citizenship and Immigration Services

**USCIS**  
**Form I-9**  
 OMB No. 1615-0047  
 Expires 10/31/2022

**Section 2. Employer or Authorized Representative Review and Verification**

*(Employers or their authorized representative must complete and sign Section 2 within 3 business days of the employee's first day of employment. You must physically examine one document from List A OR a combination of one document from List B and one document from List C as listed on the "Lists of Acceptable Documents.")*

<b>Employee Info from Section 1</b>	Last Name (Family Name)	First Name (Given Name)	M.I.	Citizenship/Immigration Status
-------------------------------------	-------------------------	-------------------------	------	--------------------------------

List A Identity and Employment Authorization	OR	List B Identity	AND	List C Employment Authorization
Document Title		Document Title		Document Title
Issuing Authority		Issuing Authority		Issuing Authority
Document Number		Document Number		Document Number
Expiration Date (if any) (mm/dd/yyyy)		Expiration Date (if any) (mm/dd/yyyy)		Expiration Date (if any) (mm/dd/yyyy)
Document Title		Additional Information		QR Code - Sections 2 & 3 Do Not Write In This Space
Issuing Authority				
Document Number				
Expiration Date (if any) (mm/dd/yyyy)				
Document Title				
Issuing Authority				
Document Number				
Expiration Date (if any) (mm/dd/yyyy)				

**Certification: I attest, under penalty of perjury, that (1) I have examined the document(s) presented by the above-named employee, (2) the above-listed document(s) appear to be genuine and to relate to the employee named, and (3) to the best of my knowledge the employee is authorized to work in the United States.**

**The employee's first day of employment (mm/dd/yyyy):** \_\_\_\_\_ **(See instructions for exemptions)**

Signature of Employer or Authorized Representative		Today's Date (mm/dd/yyyy)	Title of Employer or Authorized Representative	
Last Name of Employer or Authorized Representative	First Name of Employer or Authorized Representative		Employer's Business or Organization Name	
Employer's Business or Organization Address (Street Number and Name)		City or Town	State	ZIP Code

**Section 3. Reverification and Rehires** *(To be completed and signed by employer or authorized representative.)*

<b>A. New Name (if applicable)</b>			<b>B. Date of Rehire (if applicable)</b>	
Last Name (Family Name)	First Name (Given Name)	Middle Initial	Date (mm/dd/yyyy)	

**C. If the employee's previous grant of employment authorization has expired, provide the information for the document or receipt that establishes continuing employment authorization in the space provided below.**

Document Title	Document Number	Expiration Date (if any) (mm/dd/yyyy)
----------------	-----------------	---------------------------------------

**I attest, under penalty of perjury, that to the best of my knowledge, this employee is authorized to work in the United States, and if the employee presented document(s), the document(s) I have examined appear to be genuine and to relate to the individual.**

Signature of Employer or Authorized Representative	Today's Date (mm/dd/yyyy)	Name of Employer or Authorized Representative
--	---------------------------	---

## LISTS OF ACCEPTABLE DOCUMENTS

### All documents must be UNEXPIRED

Employees may present one selection from List A  
or a combination of one selection from List B and one selection from List C.

<b>LIST A</b> <b>Documents that Establish Both Identity and Employment Authorization</b>	OR	<b>LIST B</b> <b>Documents that Establish Identity</b>	AND	<b>LIST C</b> <b>Documents that Establish Employment Authorization</b>
<ol style="list-style-type: none"> <li>1. U.S. Passport or U.S. Passport Card</li> <li>2. Permanent Resident Card or Alien Registration Receipt Card (Form I-551)</li> <li>3. Foreign passport that contains a temporary I-551 stamp or temporary I-551 printed notation on a machine-readable immigrant visa</li> <li>4. Employment Authorization Document that contains a photograph (Form I-766)</li> <li>5. For a nonimmigrant alien authorized to work for a specific employer because of his or her status:               <ol style="list-style-type: none"> <li>a. Foreign passport; and</li> <li>b. Form I-94 or Form I-94A that has the following:                   <ol style="list-style-type: none"> <li>(1) The same name as the passport; and</li> <li>(2) An endorsement of the alien's nonimmigrant status as long as that period of endorsement has not yet expired and the proposed employment is not in conflict with any restrictions or limitations identified on the form.</li> </ol> </li> </ol> </li> <li>6. Passport from the Federated States of Micronesia (FSM) or the Republic of the Marshall Islands (RMI) with Form I-94 or Form I-94A indicating nonimmigrant admission under the Compact of Free Association Between the United States and the FSM or RMI</li> </ol>	OR	<ol style="list-style-type: none"> <li>1. Driver's license or ID card issued by a State or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address</li> <li>2. ID card issued by federal, state or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address</li> <li>3. School ID card with a photograph</li> <li>4. Voter's registration card</li> <li>5. U.S. Military card or draft record</li> <li>6. Military dependent's ID card</li> <li>7. U.S. Coast Guard Merchant Mariner Card</li> <li>8. Native American tribal document</li> <li>9. Driver's license issued by a Canadian government authority</li> <li style="text-align: center;"><b>For persons under age 18 who are unable to present a document listed above:</b></li> <li>10. School record or report card</li> <li>11. Clinic, doctor, or hospital record</li> <li>12. Day-care or nursery school record</li> </ol>	AND	<ol style="list-style-type: none"> <li>1. A Social Security Account Number card, unless the card includes one of the following restrictions:               <ol style="list-style-type: none"> <li>(1) NOT VALID FOR EMPLOYMENT</li> <li>(2) VALID FOR WORK ONLY WITH INS AUTHORIZATION</li> <li>(3) VALID FOR WORK ONLY WITH DHS AUTHORIZATION</li> </ol> </li> <li>2. Certification of report of birth issued by the Department of State (Forms DS-1350, FS-545, FS-240)</li> <li>3. Original or certified copy of birth certificate issued by a State, county, municipal authority, or territory of the United States bearing an official seal</li> <li>4. Native American tribal document</li> <li>5. U.S. Citizen ID Card (Form I-197)</li> <li>6. Identification Card for Use of Resident Citizen in the United States (Form I-179)</li> <li>7. Employment authorization document issued by the Department of Homeland Security</li> </ol>

**Examples of many of these documents appear in the Handbook for Employers (M-274).**

**Refer to the instructions for more information about acceptable receipts.**



The Information Center  
Self Determination in Long Term Care Program  
**Employment Agreement**

This agreement is made on: \_\_\_\_\_  
(Date)

Between **Waiver Participant (Employer):** \_\_\_\_\_  
(Name)

And **Employee:** \_\_\_\_\_  
(Name)

To describe the supports that the employee will provide to the employer and the terms and conditions of employment.

**Article I**  
**Employee Responsibilities**

I, the **employee:** \_\_\_\_\_ am aware and agree that my  
(Employee Name)

employment is conditional on my employer’s participation in the Self Determination in Long Term Care Program, administered by the waiver agent. If my employer ends their participation in the Self Determination in Long Term Care Program, my employment may end. I agree to the following terms of employment:

1. During the term of this Agreement, I shall provide support to my employer by performing the duties outlined in this agreement and any attachments to it.
2. I agree to assist my employer in maintaining the documentation and records required by my employer or The Information Center Waiver Division, the waiver agent. I agree to complete all necessary paperwork to secure mandatory payroll deductions from my pay. All records I may have or assist in maintaining are the property of my employer. I will keep these records confidential, release them only with the consent of my employer, and return them to my employer if my employment ends. In addition, I will complete illness and incident reports when necessary as required or requested by the waiver agent or my **employer:**

\_\_\_\_\_  
(Employer Name)

3. **I shall immediately notify my employer’s physician and/or call 9-1-1 if my employer experiences a medical emergency or illness.**
4. I agree to participate in any meetings if requested to do so by my employer.
5. I agree to abide by all of my employer’s rules and the waiver agent regulations (described below) regarding my employment duties to the employer through the Self Determination in Long Term Care Program and I acknowledge receipt of the following rules and regulations:
  - a. See Attachment A to this Agreement (job description).
  - b. I am 18 years old or older, and a US Citizen or Legal Alien.

- c. I am able to demonstrate an ability to perform tasks employer requests. (Attachment A)
  - d. I will complete CPR, blood borne pathogens/universal precautions, and basic first aid training. I will turn my training log in with my first timesheet. (If the participant is a DNR, this requirement can be waived)
  - e. I am not a Participant's Representative for the Self Determination Program.
  - f. I am not a legally responsible relative (spouse/guardian).
  - g. I will document *time in* and *time out* for each shift using a standardized form which will be supplied by the employer or Fiscal Intermediary.
  - h. I will not submit time sheets for time I have not worked or that is not signed by the appropriate person. I understand that to do so constitute **MEDICAID FRAUD** that is punishable by law.
  - i. I understand that I will not be paid for the time the employer is in the hospital or being care for by someone else.
  - j. I understand that all changes in the schedule must be approved by the employer.
6. I understand that this is an employment at will relationship which can be terminated by me or my employer at any time. However, my employer cannot terminate my employment on the basis of my race, religion, sex, disability, or other protected status under Federal or Michigan Law. In addition, I agree to give (seven) days written notice to my employer if I terminate my employment.
7. I understand and acknowledge that my employer is my sole employer and that I am not an employee of the waiver agent, who authorizes the supports I provide, or the fiscal intermediary, which is the financial administrator of the Choice Voucher System funds used to pay me.
8. I agree not to sue the fiscal intermediary for its role as the financial administrator of my employer's Self Determination in Long Term Care Program funds and the waiver agent for its role in administering the Self Determination in Long Term Care Program.
9. I agree to the following compensation for the services I shall perform: \$ \_\_\_\_\_ per hour.
10. I agree to execute a Medicaid Provider Agreement with the waiver agent and acknowledge that this agreement does not alter the fact that the waiver agent is only the project administrator of the Self Determination in Long Term Care Program, and that:  
\_\_\_\_\_ is my employer. I understand that my employment is  
(Employer Name)  
contingent upon completing this agreement.

11. I understand that my employer has been approved for \_\_\_\_\_ **hours** of community living supports per **week**. I will not work over this amount unless my employer consults with their Case Manager/Supports Coordinator and the additional hours are approved.
12. I understand that if my employer goes into the hospital, other medical care setting, or is cared for by someone else, I cannot be paid for the time I do not provide services.
13. I will not submit timesheets for any hours of work I have not performed. Falsifying timesheets is cause for legal proceedings to be pursued **as this constitutes Medicaid Fraud**.
14. I will contact my employer as soon as I am aware that I am ill or for any other reason I am not able to arrive to provide services.
15. I will treat my employer with respect and dignity at all times.

**Article I**  
**Employer Responsibilities**

I, the **employer**: \_\_\_\_\_ :  
(Employer Name)

1. Will provide my Fiscal Intermediary with the necessary documentation to assure timely compensation of my employee.
2. Will compensate my employee in the following manner: \$ \_\_\_\_\_ per **hour**.
3. I understand I am approved for \_\_\_\_\_ **hours per week** of community living supports **stated in my budget**, and that I will have to consult with my Case Manager/Supports Coordinator before I can allow my employee to work additional hours.
4. Payroll will be handled by my Fiscal Intermediary which will withhold all necessary taxes, unemployment, and other withholdings from the employee’s paycheck.
5. I will assure that my employee receives appropriate training.
6. I will evaluate the performance of my employee and provide appropriate feedback to assure that I am receiving quality supportive care.
7. I will assure that my employee executes a Medicaid Provider Agreement with the waiver agent.
8. I understand that if I go into the hospital or other medical care setting, my employee cannot be paid during that time.
9. I will sign/approve any timesheets for hours that my employee has worked. **I will not sign/approve any timesheets for hours that my employee has not worked**. Falsifying timesheets is cause for legal proceedings to be pursued. **I have received and understand information provided regarding Medicaid Fraud**.

10. I understand I must treat my employee(s) with respect and that I cannot solicit them for anything or harass them in any way (sexually or verbally).

**Employee Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Employer Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

The Information Center  
Self Determination in Long Term Care Program

**Medicaid Provider Agreement**

THIS AGREEMENT is entered into by and between the Waiver Agent, The Information Center, Waiver Division, herein referred to as Waiver Agent, and:

**Participant Name:** \_\_\_\_\_

**And/or Other Representative:** \_\_\_\_\_

**Medicaid Provider:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Phone:** (\_\_\_\_) \_\_\_\_\_ **Fax:** (\_\_\_\_) \_\_\_\_\_ **E-mail:** \_\_\_\_\_

**Federal ID#:** \_\_\_\_\_ **Social Security#:** \_\_\_\_\_ **Birth date:** \_\_\_\_\_

The purpose of this agreement is to define the roles and responsibilities of the above named parties. It is understood by and between the Medicaid Provider and Waiver Agent that a binding agreement shall commence on the date of acceptance as indicated by signatures on behalf of the Waiver Agent. This agreement shall remain in effect until such time it must be terminated or modified. Any party can initiate a termination or modification by providing written notice to the other of the desire to terminate or modify this agreement.

Upon receipt of this agreement, the Waiver Agent will certify the Medicaid Provider as available to provide services to individuals who are receiving services and/or supports in accordance with their service plans developed through the person centered planning process, authorized by the Waiver Agent or one of its subcontractors, and funded through the MI Choice Waiver/Project Choice.

The Medicaid Provider stipulates that it agrees to the following:

1. To keep any records required by the Participant or the Waiver Agent regarding the services provided to Participants and to provide such information and any related invoices or billings, upon request, to the Participant, Waiver Agent, the State Medicaid Agency, the Secretary of the Department of Health and Human Services or the State Medicaid fraud control unit.
2. To comply with the ownership disclosure requirements specified in 42 CFR 455, subpart B, as applicable.
3. To comply with intent of the advance directive requirements specified in 42 CFR 489, Subpart I and 42 CFR 417.436 (d), as applicable, by finding out if a Participant has an advance directive to refuse life-sustaining medical treatment, and informing the Participant, before the Provider starts work, whether or not the Provider will carry out that advance directive so the Participant can make an informed choice during the hiring process.<sup>1</sup>

Both parties expressly acknowledge that the sole purpose of this agreement is to assure compliance with 42 USC 1902 (a) 27. Further, both parties recognize and reaffirm that the Waiver Agent is not the employer of the Medicaid Provider, and that the Participant is the sole employer of the Medicaid Provider.

This agreement sets forth the entire understanding between the parties with respect to the subject matters, and supersedes any and all other agreements, either oral or in writing, between the parties pertaining to these matters. No change or modification of the terms of this agreement is valid unless it is in writing and signed by the parties.

\_\_\_\_\_  
 Medicaid Provider Agency/Individual

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Director of Care Management Services, Waiver Agent

\_\_\_\_\_  
 Date

**Copy to Fiscal Intermediary: Date:** \_\_\_\_\_ **Name:** \_\_\_\_\_

<sup>1</sup>This requirement applies to home health agencies and providers of home health care and personal care services as well as health care institutions. However, under Michigan law, certain health professionals cannot refuse to honor a Do Not Resuscitate order (MCL 333.1051 et. seq.).

The Information Center  
Self Determination in Long Term Care

**Home Health Aide/Personal Care Assistant**  
**Job Description/Task List**

Employee Name: \_\_\_\_\_ Date: \_\_\_\_\_

Participant/Employer: \_\_\_\_\_ Date: \_\_\_\_\_

**Qualifications/Training:**

CPR Training: \_\_\_\_\_ Universal Precautions: \_\_\_\_\_

Blood Borne Pathogens: \_\_\_\_\_ First Aid: \_\_\_\_\_

Additional Training Requirements: \_\_\_\_\_

**Services Performed:**

CLS (personal care/homemaking): \_\_\_\_\_

In Home Respite: \_\_\_\_\_ Chore Service: \_\_\_\_\_

**Community Living Services Functions (including but not limited to):**

- a. Bathing/Assist: \_\_\_\_\_
- b. Shampooing: \_\_\_\_\_
- c. Skin care/Nail care: \_\_\_\_\_
- d. Oral Hygiene: \_\_\_\_\_
- e. Shaving: \_\_\_\_\_
- f. Dressing/Assist: \_\_\_\_\_
- g. Ambulation: \_\_\_\_\_
- h. Toileting/Incontinence: \_\_\_\_\_
- i. Linen Change \_\_\_\_\_

**Community Living Service Functions Continue:**

- a. Meal Preparation: \_\_\_\_\_

- b. Feeding: \_\_\_\_\_
- c. Laundry: \_\_\_\_\_
- d. Cleaning: \_\_\_\_\_
- e. Other: \_\_\_\_\_

**Chore Services (including, but not limited to):**

- a. Yard Work: \_\_\_\_\_
- b. Snow Removal: \_\_\_\_\_

**Transportation Needs: (drivers license confirmation required)**

- a. \_\_\_\_\_
- b. \_\_\_\_\_

**Scheduling (Days/Hours)**

**\*Contact employer if arriving more than 10 min. late or need to change schedule\*. All changes to the schedule is made with the approval of the participant/employer.**

**S M T W T H F S Days and time may vary not to exceed \_\_\_\_\_ per week.**

**It is important to me that my worker: (e.g. does not smoke in my home, maintains confidentiality, is punctual, honors my requests, treats me with respect, etc.) as well as the following:**

- a. \_\_\_\_\_ b. \_\_\_\_\_
- c. \_\_\_\_\_ d. \_\_\_\_\_

*Workers will not be paid for hours when the employer is in the hospital, if time sheets are not signed by the appropriate person or for duplicated hours with other workers.*

**I expect my worker to perform other related duties and responsibilities as deemed necessary.**



\_\_\_\_\_  
**Employer Signature**

\_\_\_\_/\_\_\_\_/\_\_\_\_  
**Date**

\_\_\_\_\_  
**Employee Signature**

\_\_\_\_/\_\_\_\_/\_\_\_\_  
**Date**



**STUART T. WILSON CPA, PC**  
Fiscal Intermediary

### Employee Wage Information

Employee Name: \_\_\_\_\_

Employee Phone #: (\_\_\_\_) \_\_\_\_\_

Employee Email: \_\_\_\_\_

Is your address the same as your employer?  yes  no

Are you the parent or legal guardian of your employer?  yes  no

**This portion to be completed by the employer/representative.**

*Employers, please review your budget to ensure accuracy.*

Hourly Rate: \_\_\_\_\_



## **PAYROLL PROCEDURES**

*In order to be paid correctly, avoid any delay, or forfeit the ability to be paid with Medicaid funds, the following payroll procedures must be followed:*

### **Turning in Timesheets for Payment:**

- **Please refer to the payroll calendar for scheduled pay days.**
  - All time worked must be reported within 14 days of the end of the pay period.
- **Timesheets received late and/or separate may not be paid on time.**
  - All timesheets for a Participant are to be faxed/e-mailed together **on the 1<sup>st</sup> & 16<sup>th</sup>**
- **Only correct timesheets will be processed.**
  - If a timesheet contains omissions or errors, it will be returned to the employer and payment may be delayed.
  - Overlapping time with another provider will not be processed
  - Only authorized hours will be paid
  - Insufficient documentation or progress notes will result in unpaid shifts
  - If a shift is paid that the funding agency deems ineligible due to insufficient documentation, funds will be recouped.
- **Mileage logs must be turned in on the 1<sup>st</sup> & 16<sup>th</sup> with the corresponding timesheet.**
- **No Photocopied signatures will be accepted.**
  - A new timesheet must be used each week. Duplicated timesheets are not accepted.
- **Do not include unauthorized hours on your timesheet.**
  - Unauthorized hours will not be paid

### **Payment Methods:**

- **Mail-out checks**
  - Paychecks will be received within 2-4 days of the pay date.
- Missing checks may be reissued 10 business days from the date of the check. We do not reissue checks prior to that time.
- **Direct deposit**
  - Check stubs are sent via email.
- **Changes in payment method must be submitted in writing and may take 2-3 weeks to become effective.**
  - Do not close your bank account without providing our office with enough notification; otherwise your payment will be delayed.
  - Address changes must be submitted in writing.

---

Employee Signature

---

Date

*I have read and understand Stuart T. Wilson CPA, PC payroll procedures. Additionally, I understand that I am responsible for any information and/or notifications that are included with my paycheck/paystub.*



**Direct Deposit Application**

Name: \_\_\_\_\_ Email Address (required): \_\_\_\_\_

Employer's Name: \_\_\_\_\_ Organization: \_\_\_\_\_

When you apply for direct deposit you authorize Stuart T. Wilson CPA, PC to deposit your payroll automatically into your checking or savings account.

- Direct deposit may take 2-3 weeks for initial set-up. Likewise, it **may take 2-3 weeks to cancel.**
- All cancellations must be submitted in writing.
- **Do not close your bank account without providing our office with sufficient notification; otherwise your payment will be delayed.**
- On payday you will receive your check stub **via email**. This also serves as your notice of deposit. The email comes from [no\\_reply@stuartwilsonfi.com](mailto:no_reply@stuartwilsonfi.com). Please check your spam folder if you do not receive your notice.
- Stuart T. Wilson CPA, PC is not held accountable for any overdraft fees that you may incur for using funds prior to their **actual confirmed deposit**.
- Stuart T. Wilson CPA, PC is authorized to correct errors that may occur. This authority remains in effect until we are notified in writing that you no longer want direct deposit.

I have read and understood the terms of direct deposit with Stuart T. Wilson CPA, PC.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone #

**Bank Account Information:**

Account Type:  Checking  Savings

- **You must provide a voided check, membership card or a letter from your bank. The document must include your routing and account number. This ensures account accuracy. Deposit slips or your personal bank statements are not accepted.**
- **Handwritten information on this page will not be accepted.**
- Return via Fax: 989-832-5404 Email: [payroll@stuartwilsonfi.com](mailto:payroll@stuartwilsonfi.com)  
Mail: Stuart T. Wilson CPA, PC Attn: Personnel 6300 Schade Dr. Midland, MI 48640

**The Information Center  
Self Determination in Long Term Care Program  
TRAINING RECORD**

Employee Name: \_\_\_\_\_

Employer Name: \_\_\_\_\_

Please initial each training requirement as you complete them and sign the bottom of the form when you have all three requirements completed. Please return this document to the Region VII Area Agency on Aging Support Coordinator in the self addressed stamped envelope that has been provided for your use.

Employee Initials:

- 1.) I have completed the CPR training materials and feel I could perform CPR in case of an emergency. \_\_\_\_\_
  
- 2.) I have read the material on bloodborne pathogens and the use of universal precautions and feel I am well informed about bloodborne pathogens and the use of universal precautions. \_\_\_\_\_
  
- 3.) I have read the First Aid reference guide on basic first aid and feel I could perform basic first aid if needed. \_\_\_\_\_
  
- 4.) I have read and understand the training on Corporate Compliance, Ethics & Deficit Reduction Act. \_\_\_\_\_

I attest that the above information is true and that I have completed all three training requirements.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

I have further training in the following areas:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Completion date:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CORPORATE COMPLIANCE, ETHICS, & DEFICIT REDUCTION ACT TRAINING  
CODE OF PROFESSIONAL ETHICS**

All Providers shall conduct their professional relationships in accordance with the following code of professional ethics:

1. Shall not discriminate against or refuse professional services to anyone on the basis of race, color, age, sex, religion, national affiliation, marital status, height, weight, arrest record, disability, medical condition or sexual orientation.
2. Shall regard as their primary objective the welfare of the individual or group served.
3. Shall not without proper credentials provide care, treatment or services that require a license, registration or certification under applicable law or regulation.
4. Shall not use professional relationships to further their own interests, shall remain sensitive to any potential conflict of interest, or appearance of conflict of interest, and shall discuss such situations with CMHCM.
5. Shall maintain responsibility for providing quality services, only so long as there is a clear benefit to the person, and shall assist with obtaining other needed services when their services are no longer appropriate.
6. Shall not provide services in the employee's home or families home.
7. Shall not engage in sexual relationships with persons they serve in a professional capacity and shall not engage in sexual relationships with the significant others of the persons they serve in a professional capacity.
8. Shall recognize and advocate for the rights afforded consumers of mental health services.
9. Shall respect the privacy of service consumers and hold in confidence all information obtained in the course of professional service, disclosing confidences only when mandated or permitted by law. This applies both during and after the CMHCM contractual relationship.
10. Shall display a professional attitude toward applicants, consumers, colleagues and any sensitive situations arising within CMHCM.
11. Shall respect the rights, findings, views and actions of colleagues, shall treat them with fairness, courtesy and good faith, and shall use appropriate channels to express judgment.
12. Shall be aware of their potential influence on consumers and shall not exploit their trust.
13. Shall not engage in nor condone any form of harassment or discrimination.
14. Shall accept the responsibility to help protect the community against unethical practice by any individual or organization engaged in mental health services.

15. Shall accurately represent themselves and CMHCM to the public, distinguishing clearly between statements and actions made as individuals or as representatives of CMHCM, and refraining from any public activity, which could harm CMHCM or its consumers.
16. Shall bill only for services actually provided using a detailed timesheet or invoice.
17. Shall not bill for goods and services that were never delivered or rendered.
18. Shall not submit false service records or samples in order to show better than actual performance.
19. Shall not falsify time sheets or other documents.
20. Shall not pre-date or post-date documents.
21. Shall document support services delivered.
22. Shall not forge a signature- signing for someone else even if they ask you to sign.
23. Shall not provide services before all mandatory trainings are complete.
24. Shall not perform inappropriate or unnecessary services that are not medically necessary or does not meet the definition of the service in the Medicaid Provider Manual.
25. Documenting one-on-one service for each consumer when multiple consumers were served at the same time.
26. Using the same medical documentation for multiple services/shifts (for example, copying the same documentation and using it other dates instead of writing a specific document for each time period)
27. Shall understand that violation of this Code of Ethics may be considered a material breach of contract and could result in provider agreement termination.

## **False Claims Act**

The False Claims Act (FCA) is a Federal law that establishes criminal and civil liability when any covered person or entity improperly receives reimbursement from or avoids payment to the Federal government.

**In particular, the Federal FCA prohibits:**

- Knowingly presenting, or causing to be presented, a false or fraudulent claim for payment;
- Knowingly making, using or causing to be made or used, a false record or statement to get a false claim paid or approved;
- Conspiring to defraud by getting a false claim allowed or paid;
- Certifying recipient of property from an unauthorized officer of the government, and;
- Knowingly making, using or causing to be made or used a false record or statement to conceal, avoid or decrease an obligation to pay or transmit money or property to the government.

### **TIME PERIOD FOR A CLAIM TO BE BROUGHT**

The statute of limitations for suits under the False Claims Act is the later of:

- a) Within six years of the illegal conduct, or
- b) Within three years after the Government knows or should have known about the illegal conduct, but in no event later than ten years after the illegal activity.

### **WHAT MONEY CAN BE RECOVERED**

A person who brings a False Claims Act case is entitled to a proportional share of the funds that are recovered for the government. As a part of the process, the individual must provide the government with all of his or her information.

### **PROTECTIONS FOR PEOPLE WHO BRING FCA CASES**

Anyone who lawfully acts to bring suit is protected from:

- a) Discharge, demotion, suspension, threats, harassment, and discrimination.
- b) If violated, an employee is entitled to reinstatement with seniority, double back pay, interest on back pay, compensation for discriminatory treatment, and attorney's fees.

### **MICHIGAN FALSE CLAIMS ACT**

An Act to prohibit fraud in the obtaining of benefits or payments in connection with the medical assistance program; to prohibit kickbacks or bribes in connection with the program; to prohibit conspiracies in obtaining benefits or payments; to authorize the Attorney General to investigate alleged violations of this act;...to provide for civil actions to recover money received by reason of fraudulent conduct;...to prohibit retaliation; to provide for certain civil fines; and to prescribe remedies and penalties.

Any person may bring a civil action in the name of the State to recover losses.

At the time of filing, the person shall disclose, in writing, substantially all material evidence and information supporting the complaint.



The Attorney General may proceed, or if not, the individual may proceed with action.

If a person other than the Attorney General prevails in an action that the person initiates, the court shall award that person: Costs, reasonable attorney's fees, and based on effort, a percentage of monetary proceeds.

If the court finds an action under this section based primarily on information from other than the person bringing the action, the court shall award costs, reasonable attorney's fees, and not more than 10% of monetary recovery. If court finds that the person bringing the action planned, initiated, or participated in the conduct upon which the action is brought, then court may reduce or eliminate the share of proceeds.

A person other than the Attorney General shall not bring an action that is already the subject of a civil suit, criminal investigation, prosecution, or administrative investigation.

#### **Frivolous Actions:**

If a person proceeds with an action after the Attorney General declines, and the court finds it to be frivolous, the court shall award prevailing defendant actual and reasonable attorney's fees and expenses and impose a civil fine of not more than \$10,000.

#### **No Retaliation:**

An employer shall not discharge, demote, suspend, threaten, harass, or otherwise discriminate against an employee who initiates, assists, or participates in a proceeding or court action.

An employer who violates this is liable to the employee for all of the following:

- Reinstatement to position without loss of seniority
- 2x back pay
- Interest on back pay
- Compensatory damages
- Other relief as necessary to make employee whole

#### **WHISTLEBLOWERS' PROTECTION ACT**

An Act to provide protection to employees who report a violation or suspected violation of state, local or federal law; to provide protection to employees who participate in hearings, investigations, legislative inquiries, or court actions; and to prescribe remedies and penalties.

An employer shall not discharge, threaten or otherwise discriminate against an employee regarding compensation, terms, conditions, location, or privileges of employment because the employee reports or is about to report a violation.

A person who alleges a violation of this act may bring a civil action for appropriate injunctive relief, or actual damages, within 90 days after the occurrence of the alleged violation.

An employer is not required to compensate an employee for participation in an investigation, hearing or inquiry held by a public body in accordance with this Act.

#### **WHAT SHOULD I DO IF I RECOGNIZE A PROBLEM EXISTS?**

You play a critical role in upholding the public trust by bringing compliance and ethics questions, issues and suggestions for correcting them to the attention of the following appropriate person(s). If you

recognize a problem similar to those mentioned in this training, please inform any one of the following, as applicable:

**CONTACT INFORMATION FOR SUSPECTED COMPLIANCE VIOLATIONS**

Please report suspected compliance violations to:

**Stuart T. Wilson CPA, PC**  
**6300 Schade Dr**  
**Midland, MI 48640**                      **989-832-5400**

Reports can also be made to the Mid-State Health Network (MSHN) Compliance Officer:

**Kim Zimmerman**  
530 W. Ionia Street, Suite F  
Lansing, MI 48933  
P: 517.253.7525 C: 616.648.0485  
[kim.zimmerman@midstatehealthnetwork.org](mailto:kim.zimmerman@midstatehealthnetwork.org)

**MSHN COMPLIANCE LINE 1-844-793-1288**

Complaints can also be made to:  
MDCH Medicaid Fraud Hotline: 1.855.MI.FRAUD (643.7283)  
HHS/OIG Hotline: 1.800.HHS.TIPS (447.8477)

The complexity of our operations demands a constant vigilance on everyone's part to assure a strong future in mental health service delivery.

All employees are responsible for reporting suspected fraud and ethical violations, and should do so without fear of retaliation.

Concerns may be reported via email, can be verbal or on an anonymous basis through U.S. mail.

Thank YOU for your commitment to fiscal integrity and ethical practices to uphold the public trust and support quality service.

You have finished reviewing the Corporate Compliance, Ethics and Deficit Reduction Act training.

Remember, this course is **NOT complete** until you sign, date, and submit the form documenting completion.