

CONTEMPORARY TRANSPORTATION, LLC

(AN EQUAL OPPORTUNITY EMPLOYER)

PERSONAL INFORMATION

NAME _____
Last First Middle SSN

ADDRESS _____
Street City State Zip

HOME PHONE _____ CELL PHONE _____

In case of emergency notify _____
Name Address Telephone #

Are you citizen of the U.S.? Yes No

Have you ever been denied a license, permit or privilege to
operate a motor vehicle? Yes No

If not, are you presently authorized to work in the U.S.? Yes No

Do you have a valid driver's license? Yes No

Have you ever been convicted of a felony or misdemeanor? Yes No

If YES, please describe: _____

EMPLOYMENT DESIRED

Position Date you can start Salary Desired

Are you currently employed? Yes No

If YES, may we contact your present employer? Yes No

EDUCATION: Please describe secondary and postsecondary, courses and training which have given you work related knowledge and skills. Start with highest level achieved and specify the degrees, certificates or diplomas completed.

Institution	Location	Year taken	Area of study/course	Did you graduate?

GENERAL

List subjects of special study or research work _____

Special skills related to this position: _____

List any professional license or certificates: _____

FORMER EMPLOYERS: List below last three employers, starting with your most recent experience.

Date (month & Year)	Employer's Name, Address, Phone no, and supervisor	Salary	Position	Reason for leaving
From				
To				
From				
To				
From				
To				

REFERENCE: LIST THREE PERSONS NOT RELATED TO YOU, WHOM YOU HAVE KNOWN AT LEAST ONE YEAR

Name, Address, and phone No.	Relationship	Years Acquainted

DRIVERS LICENSE INFORMATION

Driver's License# _____ Class (es) _____ Endorsements _____

ACCIDENT RECORD (if NONE, write NONE)

List all accident involvements with any motor vehicle for past five years (even if not at fault):

Date	Type of vehicle	Nature of Accident (Head-on, Rear-end, upset, etc.)	Were you at fault?	Were you ticketed?	Number of fatalities	Number of Injuries	Amount of property Damage

TRAFFIC CONVICTIONS (if NONE, write NONE)

List all traffic convictions and forfeitures for the past 5 Years (any, other than parking violations):

Date	Location (state)	Violation (if speeding, show rate of speed)	Penalty/Amt of fine

PLEASE READ CAREFULLY

I certify that the information which I have provided in this application is true and complete to the best of my knowledge and that I have withheld no information or other response that, would, if disclosed, affect this application unfavorably. I understand that any misleading or incorrect statements or responses may render this application void and may result in the immediate cancellation of my agreement regardless of the point in time at which the misleading or incorrect statement or response was discovered.

I understand that Contemporary Transportation LLC may conduct an investigation concerning my character, general reputation, mode of living, employment history, job performance, criminal records, motor vehicle records and credit history. I authorize Contemporary Transportation, LLC to obtain, and any person, corporation, or governmental unit whom Contemporary Transportation, LLC contacts to release to Contemporary Transportation, LLC all information known to them regarding my character, general reputation, mode of living, employment history, job performance, criminal records, motor vehicle records, credit history, and other qualifications, whether or not it is in their records. I hereby release Contemporary Transportation, LLC and all persons, corporations, governmental units, and law enforcement agencies contacted by Contemporary Transportation LLC from any and all liability for any damage flowing from the disclosure of this information and Contemporary Transportation LLC's action thereon.

I agree to submit myself, whenever requested by Contemporary Transportation, LLC to a physical examination by medical personnel designated by Contemporary Transportation, LLC and to testing for the presence of alcohol and other drugs or substances by medical personnel designated by Contemporary Transportation, LLC. I understand and agree that any positive test result or the refusal to submit to such testing, may result in disciplinary action up to, and including termination.

I acknowledge that Contemporary Transportation, LLC reserves the right to inspect all property (including vehicles, purses, lockers, desks, lunch boxes, packages, and other containers) on Contemporary Transportation LLC's premises and I agree to allow and to cooperate with such inspections. I also agree that Contemporary Transportation LLC has permission to photograph me and to utilize the photographs in furtherance of Contemporary Transportation LLC business. I understand that Contemporary Transportation LLC and its employees will from time to time, monitor my performance and activities under the agreement while I am working or while I am on Contemporary Transportation LLC property, by electronic, video and/or voice transmittal and receiving equipment and other monitoring devices. Contemporary Transportation LLC has my permission to engage in such monitoring and I fully release and hold harmless Contemporary Transportation LLC, its officers, employees and agents of any claim or complaint and damages whatsoever that I may have against them relating to, directly or indirectly, to this monitoring activity.

I further acknowledge and understand that Contemporary Transportation LLC has the unilateral right, at any time and for any reason, to terminate my employment with or without notice. I further understand and agree my employment is not for any specific term or period of time, and that Contemporary Transportation Inc. may terminate my employment with or without cause, with or without notice, and without further obligation to me, at the sole and absolute discretion and will of Contemporary Transportation LLC. I understand that no representative of Contemporary Transportation LLC, other than the Chief Operating Office or General Manager, has any authority to enter into any agreement for any specified period of time, or to make any agreement contrary to the foregoing; and then only by a written individual employment agreement signed by the COO.

I understand the Company's receipt of this application does not entitle me to an agreement to become an employee. This application will be considered only for position for which I apply and will become void and no longer considered thirty (30) calendar days from the date of this application.

Date: _____ Applicant Signature: _____

Contemporary Transportation LLC.

BACKGROUND INVESTIGATION CONSENT

I, _____, hereby authorize *Contemporary Transportation, LLC* and/or its agents to make an independent investigation of my background, references, character, past employment, education, credit history, criminal or police records, motor vehicle records, including those maintained by both public and private organizations and all public records for the purpose of confirming the information contained on my Application and/or obtaining other information which may be material to my qualifications for employment now and, if applicable, during the tenure of my employment with Company.

The investigation will include using the Minnesota Department of Public Safety/BCA Web site as one of the background checks conducted along with checking the DOT FMCSA Clearinghouse.

I release *Contemporary Transportation LLC* and/or its agents and any person or entity, which provides information pursuant to this authorization, from any and all liabilities, claims or lawsuits in regards to the information obtained from any and all of the above referenced sources used.

The following is my true and complete legal name and all information is true and correct to the best of my knowledge:

Full Name (Printed)

Maiden Name or Other Names Used

Present Address

How Long

City/State

Zip?

Former Address

How Long

City/State

Zip

Date of Birth

Social Security Number

Drivers License Number

State of License

Signature

Date

Contemporary Transportation LLC
Consent Form for Alcohol, Drug, and Substance Testing

In accordance with Contemporary Transportation LLC policy to maintain a drug-free workplace, I understand that any offer of employment will be contingent upon an applicant submitting to a drug test and receiving a negative test result. I further understand that certain employees may be subject to drug testing throughout their employment. I hereby agree to drug testing as required by Contemporary Transportation LLC policy and release Contemporary Transportation LLC from all liability arising from such testing and/or decisions made based on such testing. My signature below constitutes permission for Contemporary Transportation LLC drug testing according to policy and a waiver of all liability arising from such testing. As required by USDOT FMCSA regulations, any adverse results are reported by the employer, MRO and testing facility.

Agreed to:

Signature

Date

Name (please print)

Witness

Date

Name (please print)

Refused:

Signature

Date

Name (please print)

Witness

Date

Name (please print)



MINNESOTA DEPARTMENT OF PUBLIC SAFETY
DRIVER AND VEHICLE SERVICES

445 Minnesota Street, Saint Paul, MN 55101-5161
Phone: (651) 296-2940 TTY: (651) 282-6555 Web: dvs.dps.mn.gov

Print Form

Authorization Form (Grant Access to Record)

Date: _____

This request form can only be used when obtaining records from the DVS Records Counter located in St. Paul.

First Name Middle Name Last Name

hereby authorize _____
First Name Middle Name

_____ to obtain and/or pick up the following item(s) and/or
Last Name
record information from Driver and Vehicle Services:

Record Type:

- Motor Vehicle
- Driver's License
- Limited Driver's License
- Other: _____

Authorizer's Signature X _____

The Driver Privacy Protection Act (DPPA) is enforced by the U.S. Department of Justice, which may seek civil and criminal penalties for improperly obtaining, disclosing or using personal information from a motor vehicle record for a purpose not permitted by the DPPA. In addition, private citizens may also seek civil damages in Federal Court. **Certification** I (we) certify that the information and statements on this request are true and correct, comply with the provisions of the Federal Driver's Privacy Protection Act and understand that the willful, unauthorized disclosure of information obtained from these records for a purpose other than stated on this request, or the sale or other distribution of the information to a person or organization not disclosed in this request may result in penalties imposed under Title 18 U.S.C. Section 2724.

DHS NET STUDY INFORMATION SHEET

PLEASE PRINT AND FILL OUT COMPLETELY

FULL LEGAL NAME: _____

BIRTHDATE: _____ **SOCIAL SECURITY #** _____

ADDRESS: _____

COUNTY: _____

US CITIZEN? _____ **COUNTRY AND STATE OF BIRTH:** _____

RACE: _____ **GENDER :** _____

HAIR COLOR: _____ **EYE COLOR :** _____

HEIGHT: _____ **WEIGHT:** _____

HAVE YOU EVER BEEN KNOWN BY ANY OTHER LEGAL NAMES? _____

IF SO, PLEASE LIST THE NAMES: _____

HAVE YOU LIVED OUT OF STATE LEGALLY IN THE PAST 5 YEARS? _____

IF SO PLEASE LIST CITY, STATE AND WHICH YEARS YOU STAYED THERE:

**Informed Consent Background Check
CONTEMPORARY TRANSPORTATION LLC**

1120 E. 80th St.
Bloomington, Mn 55420
651-288-0327

US DOT 2347313, MN DOT 373081

Date: _____

The following named individual has made application with CONTEMPORARY TRANSPORTATION LLC for employment as an employee.

Last Name of Applicant (please print): _____

First Name (please print): _____

Middle (full) (please print): _____

Maiden, Alias or Former Names (if none write none): _____

Social Security Number _____

Date of Birth: _____ Sex (M or F): _____

Month/Day/Year

Born in What Country _____ and State _____

Eye Color _____ Hair Color _____ Height _____ Weight _____

Has the employee lived out of state (MN) in the past 5 years?

NO / Yes (if yes please list where and dates): _____

Telephone # _____

Email address _____

I authorize the **Minnesota Bureau of Criminal Apprehension and Minnesota Department of Human Services** to disclose all criminal history record information to CONTEMPORARY TRANSPORTATION LLC for the purpose of employment.

The expiration of this authorization shall be one year from the date of my signature.

Signature of Applicant _____ Date _____

Witnessed by: _____ Date _____

BACKGROUND STUDY NOTICE OF PRIVACY PRACTICES

Because the Department of Human Services (DHS) is asking you to provide private information, you have privacy rights under the Minnesota Government Data Practices Act. This law protects your privacy, but also allows DHS to give information about you to others when the law requires it. This notice describes how your private information may be used and disclosed, and how you may access your information.

Why is DHS asking me for my private information?

A background study from the Department of Human Services (DHS) is required for your job or position. The private information is needed to conduct the background study.

How will I be notified that a background study was submitted on me?

DHS will mail you a notice within three working days after a request for a background study is submitted on you. The notice will contain the background study result or let you know that more time is needed to complete the background study. The notice will also identify the entity that submitted the background study request.

What information must I provide to complete the background study?

You are required to provide enough information to ensure an accurate and complete background study. This includes your:

- first, middle, and last name and all names you have ever been known by or used;
- current home address, city, zip code, and state of residence;
- previous home addresses, city, county, and states of residence for the last five years;
- sex and date of birth;
- driver's license or other identification number; and,
- fingerprints and a photograph, as required by law.

How will the information that I give be used?

The information will be used to perform a background study that will include a check to determine whether you have any criminal records and/or have been found responsible for substantiated maltreatment of a vulnerable adult or child. When required, there will be a search of professional boards. Background study data is classified as "private data" and cannot be shared without your consent except as explained in this notice. Your information will also be used by DHS to collect on-going criminal and maltreatment data if it becomes available.

What may happen if I provide the information?

You could be disqualified from positions that require a DHS background study if you are found to have committed certain crimes, been determined responsible for maltreatment of a vulnerable adult or child, or have other records that require a disqualification. If you do not have a disqualifying record, you will be cleared for your job or position.

What if I refuse to provide the information?

You will be disqualified if you refuse to provide information to complete an accurate background study. You will not be able to work in a position that requires a DHS background study.

Who will DHS give my information to?

DHS will only share information about you as needed and as allowed or required by law. The identifying information you provide will be shared with the Minnesota Bureau of Criminal Apprehension (BCA) and in some cases the Federal Bureau of Investigation (FBI). If there is reasonable cause to believe that other agencies may have information related to a disqualification, your identifying information may also be shared with:

- county attorneys, sheriffs, and agencies;
- courts and juvenile courts;
- local police;
- the Office of the Attorney General; and,
- agencies with criminal record information systems in other states.

What information will DHS share with the entity that requested my background study?

The entity that requested the background study will be notified of your background study determination.

If you are disqualified, the entity will not be told the reason unless you were disqualified for refusing to cooperate with the background study or for substantiated maltreatment of a minor or vulnerable adult.

What other entities might DHS share information with?

Information about your Background study may be shared with:

- the Minnesota Department of Health;
- the Minnesota Department of Corrections;
- the Office of the Attorney General; and,
- health-related licensing boards.

What if my disqualification is set aside?

If you request reconsideration of your disqualification and your disqualification is set aside, the entity that requested the background study will be informed of the reason(s) for your disqualification unless the law states otherwise. DHS will provide information about the decision to set aside your disqualification if the entity requests it.

Unless prohibited by law, your name and the reason(s) for your disqualification will become public data if your set aside is for:

- a child care center or a family child care provider licensed under chapter 245A; or,
- an offense identified in section 245C.15, subdivision 2.

For future background studies submitted by entities that provide the same type of services as the services you were set aside for, the set aside will apply unless:

- you were disqualified for an offense in section 245C.15, subdivision 1 or 2; or,
- DHS receives additional information indicating that you pose a risk of harm; or,
- your set aside was limited to a specific person receiving services.

In addition, those entities will be informed of the reason(s) for your disqualification unless prohibited by law.

Will my fingerprints be kept?

DHS and the BCA will not keep your fingerprints. If an FBI check is required for your background study, the FBI may keep your fingerprints and may use them for other purposes in accordance with state and federal law.

What information can the fingerprint and photo site view and keep?

The fingerprint and photo site can view identifying information to verify your identify. The fingerprint and photo site will not keep your fingerprints, photo, or most other information. The fingerprint and photo site can keep your name and the date and time your fingerprints were recorded and sent, for auditing and billing purposes.

Who can see my photo?

Your photo will be kept by DHS. If you provide your social security number to allow your background study to be transferable to future entities, your photo will be available to those entities to verify your identity.

What are my rights about the information you have about me?

- You may ask if we have information about you and request in writing to get copies. You may have to pay for copies.
- You may give other people permission to see and have copies of private information about you.
- You may ask (in writing) for a report that lists the entities that submitted a background study request on you.
- You may ask in writing that the information used to complete your background study be destroyed. The information will be destroyed if you have:

- (1) not been affiliated with any entity for the previous two years; and,
- (2) no current disqualifying characteristic(s).

Please send all written requests to:

Minnesota Department of Human Services
 Background Studies Division
 NETStudy 2.0 Coordinator
 PO Box 64242
 St. Paul, MN 55164-0242

How long will DHS keep my background study information?

DHS will destroy:

- your photo when you have not been affiliated with an entity for two years.
- any background data collected on you after two years following your death or 90 years after your date of birth, except when readily available data indicates that you are still living.

What is the legal authority for DHS to conduct background studies?

Background studies are completed by DHS according to the requirements in Minnesota Statutes, chapter 245C or other authorizing state law.

What if I think my privacy rights have been violated?

You may report a complaint if you believe your privacy rights have been violated. If you think that the Minnesota Department of Human Services violated your privacy rights, you may send a written complaint to the Minnesota Department of Human Services, Privacy Official at:

Minnesota Department of Human Services
 Privacy Official
 PO Box 64998
 St. Paul, MN 55164-0998

Minnesota law requires some background studies conducted by the Department of Human Services (DHS) to include a fingerprint-based Federal Bureau of Investigation (FBI) record check. The FBI requires that you be provided the following Privacy Act Statement if a FBI record check is conducted as part of your DHS background study.

FBI Privacy Act Statement

Authority: The FBI's acquisition, preservation, and exchange of fingerprints and associated information is generally authorized under 28 U.S.C. 534. Depending on the nature of your application, supplemental authorities include Federal statutes, State statutes pursuant to Pub. L. 92-544, Presidential Executive Orders, and federal regulations. Providing your fingerprints and associated information is voluntary; however, failure to do so may affect completion or approval of your application.

Principal Purpose: Certain determinations, such as employment, licensing, and security clearances, may be predicated on fingerprint-based background checks. Your fingerprints and associated information/biometrics may be provided to the employing, investigating, or otherwise responsible agency, and/or the FBI for the purpose of comparing your fingerprints to other fingerprints in the FBI's Next Generation Identification (NGI) system or its successor systems (including civil, criminal, and latent fingerprint repositories) or other available records of the employing, investigating, or otherwise responsible agency. The FBI may retain your fingerprints and associated information/biometrics in NGI after the completion of this application and, while retained, your fingerprints may continue to be compared against other fingerprints submitted to or retained by NGI.

Routine Uses: During the processing of this application and for as long thereafter as your fingerprints and associated information/biometrics are retained in NGI, your information may be disclosed pursuant to your consent, and may be disclosed without your consent as permitted by the Privacy Act of 1974 and all applicable Routine Uses as may be published at any time in the Federal Register, including the Routine Uses for the NGI system and the FBI's Blanket Routine Uses. Routine uses include, but are not limited to, disclosures to: employing, governmental or authorized non-governmental agencies responsible for employment, contracting, licensing, security clearances, and other suitability determinations; local, state, tribal, or federal law enforcement agencies; criminal justice agencies; and agencies responsible for national security or public safety.

Your Rights

You have the right to directly obtain your FBI record and to work with the FBI to correct your record if it is wrong. You are not required to do this, but if you want to you must send your fingerprints and a fee to the FBI. Information about the process is on the FBI's web site at <https://www.fbi.gov/services/cjis/identity-history-summary-checks>

If your background study results in a disqualification, you will be provided with information about how to ask DHS for reconsideration of the determination. At that time, you may inform DHS that the information used was wrong (this is a correctness review) and/or that the disqualification should not apply (this is a risk of harm review).

INSURANCE PROFILE INFORMATION

First Name	Middle Initial	Last Name
Street Address and Apt. #		City
State	Zip Code	Birth Date
Telephone: _____		Cell: _____
Fax: _____		E-mail: _____
Social Security #: ____ - ____ - ____		Driver's License #: _____ State: ____

What year or age did you receive your driver's license? _____

Number years of professional driving experience: _____

List vehicles that you have driven, Make/Model: _____

Health Attestation

By my signature below, I hereby attest that I possess physical and mental fitness, as necessary to perform my job duties in the transportation of persons.

Provider's Legal Name: Contemporary Transportation LLC

Print Driver's Name:

Title: **Driver**

Driver's Signature:

Today's Date:

DRIVING CERTIFICATION FORM

I do, by signing this form, attest to the fact that I have been driving and have possessed a valid driver's license for **at least two years** prior to the date on this form.

(Employee Signature)

(Date)

(Print Employee Name)

MINNESOTA HEALTH CARE PROGRAMS (MHCP)

Individual Non-Pay-To Provider Agreement

As a participating provider in Minnesota Health Care Programs (MHCP) administered by the Minnesota Department of Human Services (DHS), the provider agrees to:

- A. Submit documentation to your employer that fully discloses the extent of services provided to individuals under these programs, in accordance with Minnesota Rules, 9505.2160 to 9505.2245.
- B. Furnish DHS, the Secretary of the U.S. Department of Health and Human Services (DHHS), or the Minnesota Medicaid Fraud Control Unit with such information as it may request regarding payments claimed for services provided under these programs.
- C. Comply with all federal and state statutes and rules relating to the delivery of services to individuals and to the submission of claims for such services.
- D. Accept as payment in full, amounts paid in accordance with schedules established by DHS, except where payment by the member has been authorized by DHS.
- E. Make full disclosure of any convictions(s) of program crimes as required by the Code of Federal Regulations, title 42, section 455.106.
- F. Comply with all federal statutes, implementing regulations and guidance prohibiting discrimination on the basis of race, color, national origin, sex, age, religion and disability in any program or activity receiving federal financial assistance from DHHS; and to comply with the Minnesota Human Rights Act.
- G. Provide members with services of the same scope and quality as would be provided to the general public, within MHCP guidelines.
- H. Comply with the provisions of any fully executed agreement or addendum required by DHS, which is incorporated in this agreement by reference.
- I. Comply with the advance directive requirements as required by the Code of Federal Regulations, title 42, sections 489.1 and 417.436.
- J. Properly handle and safeguard protected information collected, created, used, maintained, or disclosed on behalf of DHS. For purposes of this agreement, "protected information" means data subject to any of the following laws:
 - 1. The Minnesota Government Data Practices Act (MGDPA), Minnesota Statutes, chapter 13, in particular, section 13.46 ("welfare data");
 - 2. The Minnesota Medical Records Act, Minnesota Statutes, section 144.335;
 - 3. The Health Insurance Portability and Accountability Act ("HIPAA"), including but not limited to the requirements of the Privacy Rule and the Security Regulations, Code of Federal Regulations, title 45, part 160 and part 164, subparts A and E.
 - 4. Federal law and regulations that govern the use and disclosure of substance abuse treatment records, United States Code, title 42, section 290dd-2 and Code of Federal Regulations, title 42, sections 2.1 to 2.67; and
 - 5. Any other applicable state and federal statutes, rules, and regulations affecting the collection, storage, use and dissemination of private or confidential information.

Electronic Initials accepted.

PROVIDER INITIALS
NPI or UMPI

NON-PAY-TO PROVIDER

- K. Comply with the laws described in section J. This includes the provider:
1. Not using or further disclosing protected information created, collected, received, stored, used, maintained or disseminated in the course or performance of this agreement other than as necessary to perform its obligations under this agreement, or as required by law, either during the period of this agreement or after. See, respectively, Code of Federal Regulations, title 45, sections 164.502(b) and 164.514(d), and Minnesota Statutes, 13.05 subdivision 3.
 2. Using appropriate administrative, physical, and technical safeguards to prevent use or disclosure of the protected information other than as provided for by this agreement and to ensure the confidentiality, integrity, and availability of any electronic protected health information (PHI) that it creates, receives, maintains, or transmits on behalf of DHS. The provider will not transmit PHI over the internet or any other unsecure or open communications channel unless such information is encrypted or otherwise safeguarded using procedures no less stringent than those described in the Code of Federal Regulations, title 45, section 164.312. If the provider stores or maintains PHI in encrypted form, the provider shall, at DHS' request, promptly provide DHS with the key or keys to decrypt such information. The provider shall not forward previously encrypted data to any other party, unless otherwise required by this agreement.
 3. Mitigating, to the extent practical, any harmful effects known to the provider of a use, disclosure, or breach of security with respect to protected information by the provider in violation of this agreement.
- L. Agree that this Provider Agreement may be immediately terminated at the discretion of DHS if it determines that the provider has violated a material term of the Provider Agreement, including but not limited to, non-compliance by the provider with the HIPAA Privacy Rule and Security Standards. If termination is not feasible, DHS shall report the breach to the secretary of DHHS.

Upon termination of this agreement, all of the protected information provided by DHS to provider, or created or received by the provider on behalf of DHS, that the provider still maintains in any form, including information that is in the hands of subcontractors or agents of the provider, shall be destroyed or returned to DHS, and the provider shall retain no copies of such information. If it is not feasible to return or destroy the information, the provider shall notify DHS of the conditions that make return or destruction not feasible. The provider shall also extend the protections of this agreement to such information and limit further use and disclosure of such information to those purposes that make return or destruction not feasible, for as long as the provider maintains the information.

- M. Agree that any ambiguity in this agreement shall be resolved to permit DHS to comply with HIPAA, MDGPA, and other applicable state and federal statutes, rules, and regulations affecting the collection, storage, use and dissemination of private or confidential information and other state and federal laws and regulations.

Upon signing, this Provider Agreement supersedes and replaces all former provider agreements the provider has with DHS.

An individual applicant must personally sign the Provider Agreement. Please sign this document, initial page 1, and return both page 1 and page 2 of this agreement. **Please retain a copy of the Provider Agreement for your files, and return the original to the Department of Human Services.**

Check if signing electronically:

- I am signing this form electronically. My name as typed in the signature field is my legally binding signature. I understand that my electronic signature has the same legal effect and can be enforced in the same way as a handwritten signature. (Minnesota Statutes 325L.02(h), 325L.05 and 325L.08)

NAME OF NON-PAY-TO PROVIDER (TYPE OR PRINT)	TITLE Driver
SIGNATURE	DATE

Keep a copy of the Provider Agreement for your files and upload the original form, along with all other required documentation, using the online [Minnesota Provider Screening and Enrollment \(MPSE\) portal](#), or fax to 651-431-7462.

Please return page 1 and page 2 of this document.

Agreement Instructions

As a non-pay-to provider, you are providing health care services to individuals. We require your enrollment in the Minnesota Health Care Programs (MHCP) so that you are represented on the claim as the person who provided the services. Knowing that a qualified individual provided the service ensures the safety of the people that the Minnesota Department of Human Services (DHS) serves. It also allows DHS to perform auditing and tracking of services which protects against double-billing and other types of fraud. Before enrollment is approved, MHCP must make certain that:

1. There is no legal or other reason why you shouldn't provide these services,
2. You understand what is necessary to properly provide these services, and
3. You understand the need to protect the privacy of the people you care for.

To help ensure that each of these conditions is met, MHCP requires that you agree to the terms in the attached Provider Agreement. In general, this agreement requires that you:

- A. Provide documents to your employer about the services you provide.
- B. Provide documents to MHCP or other state and federal agencies related to the services you provide, when requested.
- C. Comply with federal and state laws about the services you provide.
- D. Accept payment made to your employer as payment in full for the services you provide. You cannot ask for nor accept additional payment from the client.
- E. Disclose any criminal convictions you have related to Medicare, Medicaid, or title XX services.
- F. Not discriminate against individuals because of their race, color, national origin, sex, age, religion or disability when you provide these services.
- G. Provide the same quality of service to persons receiving public assistance as those who don't receive such assistance.

- H. If you are enrolled to provide and bill for other services, you must continue to follow the requirements of the agreement you signed when you enrolled for those services. The terms of that agreement are different than the terms in the attached agreement.
- I. Comply with federal requirements about advance directives. An advance directive is written instruction, such as a living will, to give a patient control over medical treatment decisions.
- J. Properly protect private information about the people to whom you provide services, especially their health information.
- K. Don't disclose the private information of someone for whom you provide services, unless it is needed for your work. This includes not discussing someone's private information unless your job requires it. Also, ensure that the information could not be accessed by someone who does not have permission to see it. This includes not leaving paperwork out where others can see it, and not sending private information over the internet.
- L. Understand that this agreement may be canceled if you violate its terms. If this agreement is canceled, you must properly dispose of any private information you have about the people you serve so that it is not discovered by someone who does not have permission to see it.
- M. Understand that by signing this agreement, you are agreeing to protect any private information you come in contact with in your job. When you protect private information, you are complying with federal and state laws, and you help DHS comply with these laws, as well.

This is a basic description of the terms of this agreement. By signing this agreement, you are agreeing to be legally bound by all of its terms. If you have questions about it, you should get answers to them before signing this agreement. If you need or want legal advice, you should contact your own attorney. For more information, please call 651-431-2700.