

**DEAFBLIND GRANT AND MENTOR PROGRAM AGREEMENT
Partners in Community Supports (PICS)**

This Employer of record Agreement (the "Agreement") is made and entered into as of (date) _____, _____ by and between Partners in Community Supports, Inc, a Minnesota non-profit corporation ("PICS") and _____ ("Responsible Party"), an individual whose address is _____. (The Responsible Party and PICS are sometimes referred to individually as a "Party" or collectively as the "Parties" in this Agreement.) Upon signature by the Parties, this Agreement replaces any previous "Employer of Record Responsible Party" or similar agreement between the parties.

BACKGROUND

- A. The Responsible Party is (i) an individual who has a disability ("Client") and who receives services or (ii) the person who has the responsibility for the Client.
- B. The Responsible Party has engaged PICS as the provider for Client pursuant to a written agreement and acknowledges that PICS will submit payment and reimbursement claims for all Traditional services and other services to PICS.
- C. The Responsible Party wishes to have an employee of PICS provide services to the Client in the Client's home.
- D. DHS has recognized pursuant to a contract between the County and PICS ("DHS Contract") that PICS will be the Employer of record and will provide assistance to the Responsible Party.
- E. It is the intent of the Parties that the Responsible Party will select one or more individual(s) to become an employee(s) ("Employee") of PICS and that the Employee(s) will provide services to the Client, under the supervision of the Responsible Party. It is also the intent of the Parties that PICS will provide certain services to the Responsible Party.

NOW, THEREFORE, in consideration of the mutual provisions contained herein, the parties hereto agree as follows:

I. RESPONSIBILITIES OF THE PARTIES

A. Engagement

- 1. The Responsible Party hereby engages PICS to serve as the employer of record for Employee, to provide payroll services, and to provide claim and payment processing services for DHHS Services and other services provided to or for the benefit of Client, subject to the terms and conditions of this Agreement.

B. Hiring of Employees

1. PICS will provide the Responsible Party with a packet of information, which will include all necessary forms as well as the information required for PICS to employ the Employee (including employment applications, I-9 forms, W-4 forms, criminal background study authorization and timecards). PICS will submit requests to state agencies for a criminal background study, provided that the Responsible Party has provided a criminal background study authorization from the prospective employee. PICS will not employ the Employee unless all forms required by PICS have been completed and submitted to PICS by Employee and the Responsible Party.
2. The Responsible Party agrees to conduct the employee search, interviews, and hiring process within the guidelines of the Americans With Disabilities Act, Equal Employment Opportunity Act, and all other applicable laws, to ensure that discrimination in employment practices does not occur.
3. The Responsible Party will recruit, interview, select, hire, train, supervise, and manage the Employee to perform the appropriate services for the Client.
4. The Responsible Party will obtain signed Release of Information forms from the Employee, which may be needed to obtain information pertinent to the Employee's hire.
5. PICS may require the individual to have a preliminary physical/back screening depending upon the individual's job description. The Responsible Party will inform PICS regarding the individual's job description prior to the hiring of the individual. The cost for this screening will not be the responsibility of PICS.
6. PICS will provide training materials to the Responsible Party regarding employer and employee responsibilities and procedures. These materials will include information on Vulnerable Adults Act, Maltreatment of Minors Act, Data Practices Act and HIPAA regulations. The Responsible Party will obtain written confirmation of the receipt and review of these materials by the Employee. The Responsible Party has the duty to train each employee on these materials. PICS agrees to provide consultation regarding issues such as hiring strategies, and employee performance at the request of the Responsible Party.
7. The Employee and the Responsible Party will complete all of the forms included in the PICS employment packet and return them to PICS prior to the commencement of any work. A checklist covering necessary steps regarding completion of hiring, and an employment agreement between PICS and the Employee, will be included in the forms provided by PICS.

C. Job Description; Job Duties

1. The Responsible Party will determine the employment qualifications that will be required to perform the services to be provided to the Client.
2. The Responsible Party will develop a work schedule, which will be given to the Employee at or prior to hire. The Responsible Party is responsible for providing on-going training and supervision of the Employee.
3. If medication administration is a necessary part of employment, the Responsible Party will be responsible for ensuring that the Employee is authorized and qualified to do so, to train the Employee, to obtain written confirmation of the training from the Employee, and will be responsible for any errors that are made.
4. The Responsible Party is responsible for informing the Employee that he or she must perform all duties of the job assuming the potential presence of communicable disease and must utilize all appropriate safeguards and universal health precautions.
5. The Responsible Party will monitor and assume all responsibility for the quality of the services delivered by the Employee.
6. The Responsible Party will be responsible for disciplinary actions imposed upon the Employee. The Responsible Party shall promptly notify PICS of all such actions. Notwithstanding the foregoing, PICS shall have the sole power to make employment termination decisions with respect to Employee's employment by PICS, provided, however, that the Responsible Party shall at all times retain the sole power to determine whether the Employee will be terminated from providing services to Client.
7. PICS will not be responsible to provide back-up services or to furnish an employee to the Responsible Party in the event the Employee cannot provide the services required.
8. The Responsible Party agrees and acknowledges that it is responsible for and will ensure that the Employee is provided a safe working environment in accordance with applicable federal and state laws and regulations.

D. Status of Employee; Benefits; Various

1. This Agreement between the Responsible Party and PICS is not a contract/guarantee of employment for the Employee. The Employee selected by the Responsible Party is employed at-will and is not governed by existing PICS personnel policies and benefits. PICS shall not have control of, nor shall it exercise any control or direction over, the methods by which the Responsible Party or the Employee performs their duties and responsibilities. Notwithstanding the foregoing or any provision to the contrary in this Agreement, PICS reserves the right, with or without cause, to refuse to hire a person as an Employee or to terminate the employment of an Employee by PICS at any time.

2. Sick leave, annual leave, retirement benefits, medical and dental benefits, and holiday pay, if any, shall be agreed to between Responsible Party and Employee prior to hire.
3. If, while performing services under this Agreement, the Employee uses a private vehicle to transport the Client or for any other purpose hereunder, Responsible Party certifies that the Employee will use only a vehicle in good working order owned by either the Responsible Party or the Employee and that such vehicle will be Fully Insured. Responsible Party further agrees to assure, to the extent possible, that Employee operates such vehicle in a lawful manner. "Fully Insured" means that the insurance coverage on the vehicle is at least \$500,000 single limit liability, \$500,000 uninsured motorist coverage and \$500,000 underinsured motorist coverage.
4. Any theft that results from the Employee's presence in the Client's home or when providing assistance to the Client shall be the responsibility of the Responsible Party. After contacting the authorities, the Responsible Party shall contact PICS if any theft is suspected.
5. Any harassment of any kind experienced by, or suspected on the part of, the Employee must be immediately reported to PICS.
6. The Responsible Party understands that the Employee and Responsible Party are mandated reporters under the Vulnerable Adults and Maltreatment of Minors Acts. PICS will also report such matters in accordance with the law.
7. The Responsible Party will maintain a file of all information related to this Agreement and the services to be performed including, without limitation, information relating to wages, insurance, employee performance, and care of the Client. The Responsible Party will retain this information for a period of five years. The Responsible Party will promptly provide PICS with any and all information and documentation that PICS may request.
8. The Responsible Party shall immediately inform PICS in writing if the Responsible Party terminates the Employee from providing services to the Client.

E. Payment and Billing for Services; Service Planning and Approval

1. The Responsible Party will set the rate of pay for the Employee and will inform PICS of that rate, including any changes in the rate. PICS will pay wages to Employee on a bi-weekly schedule, in accordance with the time records.
2. The Responsible Party will be responsible for evaluation of the Employee's performance and will grant wage increases at the discretion of the Responsible Party, subject to approval by DHS. Rates of pay can only change after written notification to PICS by the Responsible Party.

3. The Responsible Party agrees to submit accurate employee time records to PICS signed by Responsible Party and Employee to PICS, 1701 American Blvd. East, Suite 7, Minneapolis, MN 55425. Time records must be submitted to PICS in a timely manner and in accordance with the schedule established by PICS. PICS will pay wages to Employee on a bi-weekly schedule, in accordance with the time records approved in writing by the Responsible Party
4. PICS will establish employer status, and will withhold and pay, on behalf of the Responsible Party and the Employee, federal and state income taxes, FICA, Medicare tax, FUTA, SUTA, and any other mandated withholding as appropriate.
5. PICS will arrange and pay for Workers' Compensation insurance to be provided to the Employee.
6. PICS will arrange and pay for Unemployment Insurance benefits for the Employee in the event of lay-off or termination. Responsible Party agrees to provide information documenting the rationale for any termination in order to respond appropriately to unemployment compensation requests.
7. PICS shall maintain general liability and employment practices liability insurance policies which shall cover Employee actions in the performance of Employee's official duties.
8. There may be situations in which the Employee works more than 40 hours per week and must be paid overtime pay. The Responsible Party will consult with PICS regarding overtime pay if there are plans to have an employee work over 40 hours per week either for the Responsible Party or for other managing parties. Overtime is paid at one and a half times the agreed upon rate of pay.
9. PICS will advance to Responsible Party or vendors all amounts pursuant to all bills and expense reimbursement requests submitted by Responsible Party to PICS and approved by PICS in accordance with DHS approved service plan and budget for Client. The Responsible Party agrees to submit expenses in the proper format with appropriate documentation in a timely manner. PICS will then submit all bills and expense reimbursement requests that PICS approves as within DHS approved service plan and budget for Client, to the FSE on behalf of the Responsible Party and the Client in accordance with invoices submitted by the Responsible Party. The Responsible Party is responsible for verifying to PICS in writing that the services and goods have been received by or on behalf of the Client and are authorized by the Client's individual service plan. The FSE will review expenses for services and goods to determine whether they are approved by DHS and within the approved service plan and budget for Client. The FSE will submit all bills for approved expenses to the appropriate state agency.

The Responsible Party will direct the Client's regional consultant to provide PICS with a copy of the applicable approved service plan and budget for Client that identifies the approved services and expenses.

10. PICS shall provide monthly and annual statements to the Responsible Party showing all amounts received and paid on a monthly and annual basis. Responsible Party has the responsibility, within guidelines established by DHS, for monitoring the monthly tracking reports and to keep all expenditures within Client's approved budget.
11. The Responsible Party is responsible for the payment of any wages, bills, or expenses rejected by the grant and all expenses that exceed the amount authorized in Client's individual service plan. This includes wages, benefits, goods and services. The Responsible Party agrees to reimburse PICS on demand for all such amounts.

F. Limitations on Payment Obligation

1. Responsible Party has the responsibility, within guidelines established by DHS, for managing and authorizing the expenditure of grant funds for payroll and non-payroll expenses for Client. Responsible Party may, with authorization from DHS, approve the expenditure of funds in a manner that results in the expenditure of all available grant funds before the end of the grant period. If funds are expended before the end of the grant period, PICS will terminate payments and is under no obligation to make payments in excess of the total funds available under the grant. The Responsible Party shall reimburse PICS on demand for any wages, bills, or expenses advanced by PICS in excess of amounts approved in Client's individual budget or service plan. This includes wages, benefits, goods and services. PICS has no obligation to advance wages, fees, or expenses not within or in excess of Client's approved budget or service plan.
2. If Responsible Party authorizes expenditure of all grant funds before the end of the grant period, Responsible Party and PICS may, upon mutual written agreement, continue this relationship using funds from the Responsible Party. Responsible Party shall place on deposit with PICS by the first day of each month an amount equal to the estimated expenses to be incurred that month. PICS shall then debit this deposit to pay expenses authorized by the Responsible Party, including PICS' fees. Any shortage of funds will be reported by PICS to the Responsible Party, who shall make additional deposits with PICS to cover the shortage. At the end of the grant period any remaining funds deposited by the Responsible Party shall be returned by PICS to the Responsible Party. No interest shall accrue on funds held by PICS for this purpose.

G. Administrative Support by PICS

1. PICS will obtain criminal background checks on the Employee PICS will provide the results to the Responsible Party. The Responsible Party must perform any other reference or background checks that it desires.
2. PICS will maintain an employment file that will include all payroll records, wage information, other legal documents including W-4 and I-9 forms, employment applications, and other information supplied by the Managing Party and the Employee.
3. PICS and Responsible Party agree that they will attempt to resolve any complaints, misunderstandings and other issues between themselves. All disputes between PICS and Responsible Party are subject to the dispute resolution procedures set forth in the DHS contract. If the complaints are not resolved by the Parties, then, at the discretion of PICS, dispute resolution may be addressed to the State of Minnesota for guidance.

H. Fees

1. The fees that PICS will charge for its services pursuant to this Agreement are described on Exhibit A, attached hereto and incorporated by reference. PICS shall have the right to change the fees set forth on Exhibit A on sixty (60) days prior written notice to the Responsible Party. PICS shall invoice the appropriate funding source for its fees.

II. TERM AND TERMINATION OF AGREEMENT

A. **Term** This Agreement is effective as of the date first set forth above and shall continue in effect until terminated.

B. **Termination** This Agreement may be terminated as follows:

1. **Mutual Agreement** At any time, upon mutual written agreement of the Parties.
2. **Termination Without Cause** By either Party, for any reason or no reason at all, giving the other Party written notice of its intent to terminate this Agreement at least thirty (30) days prior to any such termination. However, if the DHS Contract for PICS to provide this service is terminated, this Agreement shall also automatically terminate.
3. **Termination For Cause** In the event of a material breach by one Party of this Agreement or of the policies and procedures established by the Minnesota Department of Human Services, the non-breaching Party may provide written notice of the breach and terminate this Agreement at any time after a reasonable opportunity to cure such breach, such opportunity not to exceed ten (10) days. If the breach has been cured to the reasonable satisfaction of the Parties within the ten-day period, this Agreement shall continue in effect until terminated pursuant to Section II.B of this Agreement.

- C. **Termination of Employment Agreements** All employment agreements with Employees entered into pursuant to this Agreement shall automatically terminate effective with the termination of this Agreement. PICS shall provide written notice of such termination to Employee at the address in PICS' records.

III. GENERAL PROVISIONS

- A. **Indemnification** It is understood and agreed that, except as otherwise provided herein, each of the Parties hereto shall be responsible for its acts and omissions and the acts and omissions of its employees and agents. Except as otherwise provided herein, each of the Parties agrees to indemnify and hold the other Party harmless from any loss, cost or damage incurred by the other Party, including reasonable attorneys fees and costs, resulting from such acts and omissions or a breach of this Agreement.
- B. **Assignment** Neither this Agreement nor any of the rights, benefits, duties or obligations provided herein may be assigned by the Responsible Party without the prior written consent of PICS.
- C. **Relationship of Parties** The relationship of the Parties to this Agreement is that of independent contractors, and neither of the Parties is or shall be deemed to be the employee, agent or representative of the other Party. No Party shall have authority to bind the other Party to any contract, agreement, debt, liability, or obligation.
- D. **Entire Agreement; Amendment** This Agreement, with the attached fee schedule, contains the entire agreement between the Parties and supersedes all other prior agreements and understandings, written or oral, between the Parties, and may not be modified except in writing signed by both Parties.

IN WITNESS WHEREOF, the undersigned authorized representatives of the Parties have executed this Agreement on behalf of the Parties.

PARTNERS IN COMMUNITY SUPPORTS, INC.

By _____
Its _____

MANAGING PARTY/DHHS REGIONAL STAFF:

(Print name)

(Signature)

**Partners in Community Supports (PICS)
DEAFBLIND GRANT AND MENTOR PROGRAM – EMPLOYER OF RECORD**

For services that require Partners in Community Supports (PICS) to be the Employer of Record, the following responsibilities are acknowledged and agreed to:

A. Responsibilities of the Responsible Party:

1. Send signed employee timecards to PICS at:
PICS, 1701 American Blvd East, Suite 7, Minneapolis, MN 55425
Note: Time cards must be postmarked on or before the Friday following the end of the pay period. The family bears the responsibility to the employee if timecards are not sent as described in this agreement.
2. Submit expenses in the proper format with appropriate documentation in a timely manner.

B. Responsibilities of PICS:

1. Pay employees on a biweekly basis as identified in this Agreement.
2. Account for all funds received from the Responsible Party.
3. Provide a monthly statement to the family showing amounts received and paid.

C. Fees:

1. The Employer of Record fees are:
 - a. Administrative fee is 6.5% of payroll costs
 - b. Taxes 12% of payroll costs
 - c. 2 % of expenses (if applicable)

IN WITNESS WHEREOF, the undersigned authorized representatives of the Parties, have executed this Agreement on behalf of the Parties.

FOR PARTNERS IN COMMUNITY SUPPORTS, INC.:

By _____
(Signature)

Its _____
(Title)

(Date)

FOR MANAGING PARTY:

(Print name)

(Signature)

(Date)

1/15/02,9/9/03,04/06/05,8/27/09