

Family Support 360 Program Co-Employer Agreement

This Agreement states the roles and responsibilities of LifeQuest, participant/family (the “Managing Employer”), and Family Support Coordinator and the method of payment for services.

LifeQuest (Employer of Record)	
Name:	LifeQuest
Address:	804 N. Mentzer Street
City:	Mitchell
State:	SD
Zip:	57301
Contact:	<i>Human Resources:</i> Jean Scherschligt <i>Payroll:</i> Holly Fechner
Email:	jscherschligt@lifequestsd.com hfechner@lifequestsd.com
Phone:	1-800-414-8528 1-800-414-8528
Phone Numbers:	
	1-800-414-8528 (work)
	1-605-996-0972 (fax)
Tax Payer ID:	46-0348946

Participant/Family (Managing Employer)	
Participant Name:	
Address:	
City:	
State:	
Zip:	
Parent/Guardian:	
Email:	
Phone Numbers:	
	(work)
	(home/cell)
Family Support Program:	
Family Support Coordinator:	

I. MANAGING EMPLOYER RIGHTS, RESPONSIBILITIES AND CHOICES

A. Rights and Responsibilities

The Managing Employer and LifeQuest representative initial each of the following items to assure an understanding that:

(Managing Employer)

(LifeQuest)

- | | | |
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| Initials | Initials | Information was provided on the roles and responsibilities of all parties. |
| Initials | Initials | The Managing Employer has the responsibility to follow the rules of the Family Support 360 Program and LifeQuest. |
| Initials | Initials | The Managing Employer has the right to select, train and evaluate Family Support Providers (“FSP”), consistent with LifeQuest’s Family Support Handbook. |

(Managing Employer)

(LifeQuest)

Initials	Initials	<p>The Managing Employer selects the FSPs and ensures that the FSP:</p> <ul style="list-style-type: none"> • Communicates with the Managing Employer; • Follows written and oral instructions and keeps records; • Knows the Managing Employer’s needs, well enough to deal with typical and emergency situations; • Is responsible, shows good judgement and has the skills to help implement the Participant’s Care Plan.
Initials	Initials	<p>LifeQuest will confirm that the FSP is approved for hire. The Managing Employer understands that a FSP cannot provide services until LifeQuest approves the FSP for hire.</p>
Initials	Initials	<p>The Managing Employer will ensure that the FSP provides services within 60 days of the approval date from LifeQuest.</p>
Initials	Initials	<p>The Managing Employer understands that LifeQuest provides no automobile liability insurance coverage. When the Managing Employer allows the FSP to use the Managing Employer’s vehicle, the Managing Employer must provide LifeQuest verification of minimum of \$100,000 automobile liability coverage.</p>
Initials	Initials	<p>The Managing Employer has the responsibility to notify LifeQuest if there is any injury, illness, or accident; or if unusual circumstances occur when care, training, or supervision is being provided to the Participant.</p>
Initials	Initials	<p>The Managing Employer understands that FSPs who have not provided services in 12 months will have their employment terminated.</p>

II. LIFEQUEST REQUIREMENTS

A. Care Plan Implementation

FSPs selected by the Managing Employer to provide the services outlined in the Participant’s Care Plan must be approved by LifeQuest in accordance with LifeQuest policies before providing services. LifeQuest agrees to provide services to the Managing Employer for approved FSPs to assist the Managing Employer to achieve the identified goal(s) in the Participant’s Care Plan.

Both parties agree to assume the risks and responsibilities that are applicable in the delivery of services under this Agreement.

The Family Support Coordinator will assist the Managing Employer and FSPs to fully implement the Participant’s Care Plan.

B. Reporting Requirements

LifeQuest and the Managing Employer understand that the receipt of Family Support 360 Program funding requires all employees and volunteers to act as mandatory abuse reporters.

Any FSP providing services to participants of the Family Support 360 Program/Home and Community Based Services (HCBS) is required to report alleged incidents of abuse, neglect and exploitation against children and adults with developmental disabilities.

Incident reports will be sent to the Department of Human Services, Division of Developmental Disabilities. In the case of incident reports for children, the report will also be sent to the Department of Social Services, Child Protection Services, 700 Governors Dr #2 Pierre, SD 57501.

C. Billing and Rates

LifeQuest agrees that the service payment identified in the Participant's Care Plan, and made on behalf of the Managing Employer, is considered payment in full for services rendered under this Agreement. LifeQuest will, under no circumstances, demand or receive additional payment from the Managing Employer or other sources unless the payment is a financial responsibility required under a Medicaid program.

LifeQuest will bill all third party resources before using Family Support 360 Program funds unless another arrangement is agreed upon and identified within the Participant's Care Plan.

III. SERVICE DELIVERY AND PAYMENT REQUIREMENTS

A. Service Delivery and Payment Schedule:

The Managing Employer, with others as part of Participant's Care Plan, has identified supports/services essential to achieving goal(s) as identified in the Participant's Care Plan, including providers, training, frequency, duration, and rate of payment.

Any payment in excess of the amount identified for one payment period will occur only with authorization obtained by LifeQuest's Family Support Coordinator from the Family Support 360 Program Specialist.

IV. ROLES AND RESPONSIBILITIES

A. Managing Employer Role and Responsibilities

- Recruit and interview FSPs as needed to provide services approved through the Participant's Care Plan.
- Retain the choice to request a drug test on a prospective FSP prior to the offer of employment.
- If the Managing Employer has reasonable suspicion that a FSP is working under the influence of drugs or alcohol, the Managing Employer can request LifeQuest require the FSP to complete a drug test.
- Ensure the FSP hired can adequately perform the tasks and duties needed to provide services through the Participant's Care Plan.
- Enter into a written agreement with LifeQuest before services are provided through the Family Support 360 Program.
- Complete Co-Employer agreement annually.
- Contact your Family Support Coordinator to initiate the FSP approval process.

- Provide orientation and training to the FSP(s) regarding the Managing Employer expectations.
- Develop FSP's work schedule. Schedule the FSP(s) within the allocated service hours/units approved in the Participant's Care Plan. FSPs can work a maximum of 20 hours a week as a FSP for LifeQuest.
- Ensure that the FSP provides services within 60 days of the FSP's employment approval date.
- Notify your Family Support Coordinator if there is a change in condition or in the level of services needed for prior approval.
- Provide ongoing supervision and evaluation of the FSP(s).
- Monitor, ensure accuracy, and approve timecards to verify time worked by the FSP. Approved timecards will be closed out by your Family Support Coordinator electronically on FOCoS at <https://sd.focosonline.com/sd> to ensure payment occurs on schedule. Failure to comply may result in termination of employee.
- Timecards need to be submitted, approved and closed within 5 days per the Department of Labor regulations; time worked must be submitted within the current pay period. (Refer to the Payroll Date sheet). Failure to comply may result in termination of employee.
- Notify Jean Scherschligt, Human Resources Assistant at LifeQuest, prior to dismissal or upon resignation of the FSP. Notify LifeQuest's human resource department if assistance is needed in dismissing a FSP.
- Notify Jean Scherschligt, Human Resources Assistant at LifeQuest, when the Participant has been discharged from the program.
- Contact your Family Support Coordinator in the event of a billing or payment concern.
- Notify LifeQuest in writing to end this Agreement at any time.
- Keep all purchases for services within the budget in the Participant's Care Plan.
- Develop a reliable back-up plan for coverage when regular FSP(s) is absent.
- Notify your FSP and LifeQuest about satisfaction with the services received from FSP.
- Provide LifeQuest verification of minimum of \$100,000 automobile liability coverage.
- Identify the risks and concerns of participating in the Family Support 360 Program and develop their own plan to reduce potential risks.
- Identify, screen and train Family Support Providers participating in the Family Support 360 Program. Managing Employer needs to fully understand the requirements, legal liabilities and limitations of the Family Support 360 Program.
- Abide by applicable local, state and federal tax laws and regulations as they pertain to the Family Support 360 Program.
- Procure and maintain its own liability insurance for its participation in the Family Support 360 Program.

B. Family Support Coordinator Role and Responsibilities

- Assist the Managing Employer to develop the Participant's Care Plan.
- Encourage and support the Managing Employer to make independent choices about services and FSPs.
- Review the Participant's Care Plan and back-up plan for FSPs.
- Provide Managing Employer with LifeQuest's Family Support Handbook
- Talk about satisfaction and quality of services purchased.
- Be available to answer questions or provide technical assistance in resolving problems.

- Work with the Managing Employer to develop a solution if there are problems managing the services.
- Inform the Managing Employer about community resources.
- When requested by the Managing Employer, act as the liaison between Managing Employer and LifeQuest.
- Notify Managing Employer of updated federal/state minimum wage.

C. LifeQuest Roles and Responsibilities

- Enter into a written agreement with the Managing Employer before services are provided through the Family Support 360 Program.
- Advise the FSC/Managing Employer on how to collect employment forms from the FSP(s).
- Complete criminal background and OIG (Office of Inspector General) checks on a prospective FSP at the time of employment.
- Provide assistance if the Managing Employer chooses to request a drug test on a prospective FSP at the time of employment.
- Pay FSP(s) at least federal/state minimum wage or the rate determined by the Managing Employer for services provided through Participant's Care Plan.
- Withhold and remit all applicable state and federal taxes from the FSP(s) paychecks.
- Arrange for and pay the employer's share of payroll taxes, unemployment insurance, workers compensation insurance, and professional liability insurance for all FSP(s).
- Issue paychecks to the FSP(s) according to the payroll schedule of every other Friday.
- Keep records of the hours worked by FSP(s). Notify FSPs working over 20 hours per week that he or she is in violation of their hourly special part time employee status as outlined in LifeQuest policy and may be subject to disciplinary action up to and including dismissal.
- Bill Medicaid or the Department of Human Services for Family Support 360 Program services provided by the FSP(s).
- Coordinate payment directly to the FSP(s).
- Reserve the right to suspend or discontinue payment when there is evidence of fraud or other misuse of Family Support 360 Program funds on the part of the Managing Employer or the FSP(s).

V. INDEMNIFICATION

The Managing Employer agrees to hold harmless and indemnify LifeQuest, its officers, agents and employees, from and against any and all actions, suits, damages, liability or other proceedings which may arise as a result of the Family Support Provider's performance of services hereunder. LifeQuest is not liable for any injuries or acts of commission or omission, which may occur as a result of its participation in the Family Support 360 Program.

VI. GENERAL CONDITIONS OF SERVICE AGREEMENT

This Agreement may be modified by a written amendment signed by all parties. This Agreement may be cancelled by either LifeQuest or the Managing Employer upon thirty (30) days written notice. This Agreement may be cancelled by either party for cause at any time, with or without notice. If cancellation will occur due to a loss of funding, the Managing Employer and LifeQuest will receive a fifteen (15) day written notice from the Department of Human Services, Division of Developmental Disabilities. This Agreement is not assignable to another Independent Contractor.

VII. AGREEMENT SIGNATURES

We agree to the above Service Agreement, which is effective upon signature:

Managing Employer or Parent/Guardian

Date

LifeQuest

Date