



FINANCIAL MANAGEMENT SERVICES & DIRECT SUPPORT WORKER AGREEMENT

This Financial Management Services and Direct Support Worker Agreement (the "Agreement") is made and entered into this ___ day of _____, 2011, by and between Trinity In-Home Care ("Provider") and _____ ("DSW"), all of whom may collectively be referred to as the parties. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows.

1. The customer ("Customer") is a participant in an HCBS Waiver program administered by the Kansas Department of Social and Rehabilitation Services (SRS), and has selected DSW to be his/her self-directed DSW.
2. The Customer has further selected Provider to provide Financial Management Services.
3. The DSW agrees to strictly comply with Customer's Plan of Care and any and all other applicable HCBS waiver program requirements.
4. DSW further agrees to strictly comply with any instructions, rules or policies maintained by Provider with regard to DSW's billing and payment for services rendered.
5. DSW further agrees to strictly comply with any and all Kansas statutes, regulations or policies relating or pertaining to services provided to HCBS Waiver program customers and for payment for such services.
6. DSW further agrees to cooperate with the Customer's Case Manager, case management agency, Provider and SRS regarding any questions and/or inquiries regarding the Customer's applicable HCBS waiver case and the services provided by DSW.
7. This Agreement shall remain in effect pending the earlier occurrence of one of the following events: The denial of the Customer's Medicaid eligibility; the termination/closure of the Customer's applicable HCBS case; the termination of the DSW as the Customer's self-directed worker; or the termination of the Customer's right to self-direct his or her care.
8. Though SRS is not a party to this Agreement, the parties specifically intend that SRS be a third-party beneficiary and, as a result thereof, further acknowledge and agree that SRS may, at its option, enforce the terms of this Agreement.
9. In the event a new person is selected to provide self-directed services to the Customer, the Customer shall require the new DSW to execute a copy of this Agreement, with a copy of the same being provided to the Provider.
10. The parties shall not assign, subcontract, or delegate any duties or obligations required by this Agreement to any other individual, agency, or organization. This Agreement may only be modified by a written agreement signed by the parties hereto. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted. This Agreement supersedes all prior negotiations and agreements between the parties relative to the transaction and services contemplated by this Agreement, which contains the entire understanding of the parties. The terms and provisions of this Agreement shall be construed in accordance with and governed by the laws of the State of Kansas. In the event Judicial Intervention is necessary, the parties agree that venue shall solely be in the District Court for Shawnee County, Kansas.

Date

Provider

Date

Direct Support Worker