



FINANCIAL MANAGEMENT SERVICES & CUSTOMER AGREEMENT

This Financial Management Services and Customer Agreement (the "Agreement") is made and entered into this ___ day of _____, 2011, by and between Trinity In-Home Care ("Provider") and _____ ("Customer"), 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 elected to self-direct his or her services.
2. The Customer has further selected Provider to provide Financial Management Services.
3. The Customer agrees to strictly comply with Customer's Plan of Care and any and all other applicable HCBS Waiver program requirements.
4. The Customer further agrees to strictly comply with any instructions, rules or policies maintained by Provider with regard to billing and payment and further acknowledges and consents to the following services performed by the Provider: Such services shall include, but not be limited to: processing of time worked by Direct Support Worker; billing Medicaid on the Customer's behalf; distributing pay checks or electronic deposits for services rendered; and withholding, filing and paying appropriate taxes.
5. The Customer further agrees to strictly comply with any and all Kansas statutes, regulations or policies relating or pertaining to services provided under the applicable HCBS Waiver program and for payment for such services.
6. 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 Direct Support Worker as the Customer's self-directed worker; or the termination of the Customer's right to self-direct his or her care.
7. 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.
8. 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

Customer