



FMS EMPLOYMENT SERVICE AGREEMENT

This Employment Servicer Agreement (“Agreement”) is made and entered into this ___ day of _____, 2011, by and between _____ (“Customer”) and _____ (hereinafter Direct Support Worker-“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 is a participant in an HCBS Waiver program administered by the Kansas Department of Social and Rehabilitation Services (SRS).
2. The Customer has selected the DSW to be his/her self-directed worker for applicable HCBS Waiver services.
3. Both the Customer and the DSW agree to strictly comply with Customer's Plan of Care and any and all other applicable HCBS program requirements.
4. Both the Customer and the DSW agree to strictly comply with any instructions, rules or policies maintained by the Financial Management Services Provider with regard to DSW's billing and payment for services rendered.
5. Both the Customer and the DSW agree to strictly comply with any and all Kansas statutes, regulations, or policies relating or pertaining to services provided to an HCBS waiver program customer and for payment for such services.
6. DSW further agrees to cooperate with the Customer's Case Manager and SRS regarding any questions and/or inquiries regarding the Customer's HCBS case.
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 Financial Management Services 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

Customer

Date

Direct Support Worker