

EMPLOYMENT SERVICE AGREEMENT

This Employment Service Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2012, by and between \_\_\_\_\_ (Customer) and the Direct Support Worker \_\_\_\_\_ (DSW). For good and valuable considerations, the parties agree as follows.

1. The Customer is a participant in an HCBS Waiver program administered by the Kansas Social and Rehabilitative Services (SRS) and has chosen self-direction.
2. The customer has selected the DSW to provide support for agreed upon HCBS services.
3. Both the Customer and the DSW will comply with the Plan of Care, or other documents authorizing services, and any Kansas statute, regulations or policy relating to services provided under the applicable HCBS waiver program for payment of services.
4. Both the Customer and the DSW agrees to comply with any instructions, rules or policies maintained by the FMS with regard to billing and payment for services rendered.
5. This Agreement will remain in effect unless: The Customer loses Medicaid eligibility, the closure of the Customers HCBS case, the Customers lose of right to self-direct his or her care or the DSW is no longer providing service to the Customer.
6. SRS is not a party to this Agreement, but it is intended that SRS be a third-party beneficiary and, at its option, enforce the terms of this Agreement.
7. The parties shall not assign, subcontract, or delegate any duties required by this Agreement to any other individual or agency. This Agreement may only be modified by written agreement signed by the parties hereto. This Agreement supersedes all prior agreements between the parties and contains the entire understanding between the parties. The terms of this agreement shall be construed and governed by the laws of the state of Kansas. In the event Judicial Intervention is necessary, the parties agree that the venue shall solely be in the District Court for Shawnee County Kansas.

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Customer or Representative

Date

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Direct Support Worker

Date