



EMPLOYMENT SERVICE AGREEMENT

BETWEEN THE RECIPIENT OF SERVICES AND THEIR DIRECT SUPPORT WORKER

RECIPIENT OF SERVICES (CUSTOMER): _____
PARENT/GUARDIAN DIRECTING SERVICES: _____
NAME OF HELPER (DSW): _____

Kansas Department of Social and Rehabilitation Services (SRS) Rules:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following under self-directed HCBS Waiver Services.

- o The Recipient of Services is a participant in an HCBS Waiver program administered by SRS. The Recipient of Services has selected the Helper to be his/her self-directed worker for applicable HCBS Waiver services.
- o Both the Recipient of Services and the Helper agree to strictly comply with Recipient of Services 's Plan of Care and any and all other applicable HCBS program requirements. Both parties agree to strictly comply with any instructions, rules or policies maintained by the Helpers, Inc. with regard to Helper's billing and payment for services rendered. Both parties also 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.
- o Helper further agrees to cooperate with the Recipient of Services's Case Manager and SRS regarding any questions and/or inquiries regarding the Recipient of Services' HCBS case.
- o This Agreement shall remain in effect pending the earlier occurrence of one of the following events: The denial of the Recipient of Services ' Medicaid eligibility; the termination/closure of the Recipient of Services ' applicable HCBS case; the termination of the Helper as the Recipient of Services' self-directed worker; or the termination of the Recipient of Services ' right to self-direct his or her care.
- o In the event a new person is selected to provide self-directed services to the Recipient of Services, the Recipient of Services shall require the new Helper to execute a copy of this Agreement, with a copy of the same being provided to Helper's Inc.
- o 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.
- o 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 Johnson County, Kansas.

Managing Schedules and Time Sheets:

- **Managing Schedules:** The management of the schedules is directed by the parent or guardian. It is the responsibility of the Helper to communicate any conflicts or schedule changes with the parent or guardian directing services.
- **Managing Time Sheets and Payment:** Time sheets are to be submitted to Helpers, Inc. twice a month. Time sheets for the 1st through the 15th of a month are due by the 17th, with payday being the 5th of the following month. Time sheets for the 16th through the end of the month are due by the 2nd, with payday being on the 20th of the month. All hours submitted must not exceed the approved Plan of Care for the recipient of services. Hours submitted on time sheets, that exceed the hours allotted on the recipient's Plan of Care are not billable to Medicaid and therefore *HELPERS, INC.* cannot pay a Helper for those hours. It is the parent or guardian's responsibility to pay for any overages in hours and mutually agree upon a solution with the Helper. All time sheets must clearly indicate the following information: (a) date and time worked, (b) services provided, (c) activities performed, (d) the Helper's initials and signature, and (e) parent or guardian's initials and signature. *Helpers, Inc.* will bill your Medicaid account, as agreed upon, biweekly. You should always keep copies of all time sheets for your personal records.

Please sign and return a copy of this Employment Agreement to *HELPERS, INC.*. By signing this Agreement, you agree to comply with its terms and conditions and accept the legal responsibility due under this Agreement.

HELPER (DSW)

RECIPIENT OF SERVICES OR PARENT/GUARDIAN

SIGNATURE

SIGNATURE

DATE