

## Master Service Agreement

This Master Service Agreement is made on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (“Effective Date”) between \_\_\_\_\_ (“Facility”) and Kansas Adult Care Executives, Inc., a Kansas corporation (“KACE”).

KACE is an organization providing education and supportive services for Adult Care Home executives including Administrators, Executive Directors, and Operators licensed to supervise a licensed Adult Care Home in the state of Kansas.

Facility is a licensed Kansas Adult Care Home seeking supportive services and education for assistance in regulatory compliance, including but not limited to, responsive statements to the state regulatory agency and staff education.

KACE, based upon its experience and resources, is willing to offer consulting and support services to Facility, from time to time, upon request of Facility, to assist beyond the Facility’s KACE membership benefits.

1. **Statement of Work.** KACE shall provide Facility with the services described in the Statement of Work and Facility shall compensate KACE for such work. The Statement of Work that is executed by both parties will be deemed to be an addendum to this Agreement.
2. **Compensation.** Facility shall pay to KACE compensation for each Statement of Work according to the fee schedules listed in the applicable Statements of Work (the "Compensation").
3. **Severable.** The parties may terminate any individual Statement of Work without affecting the remaining agreement or any other Statement of Work.
4. **Conflict of Terms.** If there is a conflict between the terms of this agreement and any Statement of Work, the Statement of Work will control.
5. **Proposing Changes.** Either party may propose changes to the Services, Fees, or schedule of a Statement of Work by giving written agreement of both parties.
6. **Acceptance.** If the Facility receives the Statement of Work and it meets the acceptance criteria, Facility shall accept the Statement of Work by executing the Statement of Work and returning it to KACE. If, upon request of the Facility, KACE begins work prior to the execution of the Statement of Work, the proposed Statement of Work will be deemed accepted.
7. **Adjustment Fee.** "Adjustment Fee" means an additional fee which is assessed for work that was performed beyond the Statement of Work at the direction of the Facility without notice to the Facility.

8. **Invoice.** KACE shall invoice Facility for any remaining charges not collected prior to service being provided, and Facility shall pay each invoice to KACE within 15 days after receiving such invoice. Failure to pay within 15 days is considered a breach of contract which may require KACE to cease in providing services to Facility if the Statement of Work is ongoing.
9. **Interest on Late Payments.** Any amount not paid when due will bear interest from the due date until paid at a rate equal to 10% annually or the maximum allowed by Law, whichever is less.
10. **Term.** The initial term of this Agreement will begin on the Effective Date and continue for a period of 12 months. At the end of each Term, this agreement will automatically renew for an additional 1 year Term, unless terminated in writing by a 30 day written notice to the other party.
11. **Existence.** The parties are in good standing and existing under the laws of the jurisdictions of their respective incorporation.
12. **Authority and Capacity.** The parties have the authority and capacity to enter into this Agreement.
13. **Execution and Delivery.** The parties have duly executed and delivered this Agreement.
14. **Enforceability.** This Agreement constitutes a legal, valid, and binding obligation, enforceable against the parties in accordance with its terms.
15. **No Conflicts.** Neither party is under any restriction or obligation that may affect the performance of its obligations under this Agreement.
16. **No Warranty.** KACE does not make any warranty or representation regarding the success of its education or assistance with any matter including but not limited to any plan of correction or regulatory hearing or appeal which may result in a Civil Monetary Penalty or other action by such regulating entity or otherwise. Any fines or penalties assessed to Facility are the responsibility of the Facility.
17. **Indemnification by Facility.** Facility (as an indemnifying party) shall indemnify KACE (as an indemnified party) against all losses and expenses arising out of any proceeding brought by either a third party or KACE, and arising out of Facility's breach of its obligations, representations, warranties, or covenants under this agreement.
18. **Limitation of Liability.** KACE will not be liable for damages suffered by Facility that arise out of any occurrence or penalty arises from the actions of Facility. Not waiving its claim that it is not liable for any damages, KACE's liability shall be limited to and shall not exceed the fees paid by Facility to KACE under this Agreement for the preceding 12 months.
19. **Binding Effect.** This Agreement will benefit and bind the parties and their respective heirs, successors, and permitted assigns.

