

SAS EMPLOYEE AGREEMENT

Self-administered services

Version: 3/2026

Personal data use notification:

Why does DHHS need to collect this data?

The data you provide on this form will be used to identify you and determine if you meet the eligibility requirements to be an Employee for the Self-Administered Services (SAS) program.

How will DHHS use my data?

This is a binding agreement between the Employer and Employee, required to participate in the SAS program. We will only use your personal data to determine if you are eligible as an Employee, and establish that you have agreed to the terms contained here.

What happens if you don't provide DHHS with the data?

You will not be able to be employed in the SAS program.

Who else will have access to your data?

Your data will only be shared within DHHS and, if necessary, with contractors who are part of the technical team.

What records series is this data part of?

This data is part of record series 15735.

1. Parties

This Employment Agreement is between the Person's Employer (referred to hereafter as "the Employer"), and the named Employee, or their Parent or Guardian, when applicable.

Employer name:

Employee:

Name:

Phone Number:

Address:

City:

State:

Zip Code:

Person's Name:

Personal Identification Number (PID):

2. Purpose

The Employee has been hired by the Employer to provide services to the individual receiving services (referred to hereafter as “the Person”).

3. Employee qualifications and requirements

- A. Age requirements for an Employee who provides services to Persons with intellectual disabilities (ID) or related conditions (RC).
 - a. The Employee shall be 16 years of age or older when providing services to a Person with intellectual disabilities or related conditions.
 - b. The Employee must be 18 years of age or older if transportation is provided or services provided are during hours typically occupied by sleep.
 - c. If an Employee is 16 years of age or older, but under 18 years of age, a parent or guardian must co-sign the Employment Agreement.
- B. For services provided to a Person with an acquired brain injury (ABI) or physical disability (PD), the Employee must be 18 years of age or older.
- C. When transportation is provided, the Employee agrees to:
 - a. Maintain a valid driver’s license and notify the Employer immediately if their driving license is revoked or suspended;
 - b. Maintain a safe driving record and notify the Employer immediately if they are in a motor vehicle accident or receive a citation for a felony traffic violation as defined in Subsection 77-2-4.2(1)(d); and
 - c. Maintain at least the minimum required vehicle insurance as determined by Section 31A-22-302 (and as [described here](#) on the Utah DMV website) for their personal vehicle if it is used for providing transportation, and notify the Employer immediately if the insurance is revoked, changed, or terminated.
- D. Training and Demonstrating Competency. The Employee shall receive training from the Employer that prepares them to complete the job functions for the services provided and that are specific to the Person and their needs.
 - a. Emergency training and competency include:
 - i. when to call 911;
 - ii. when to call medical professional;
 - iii. when to call parent/guardian;
 - iv. when to call poison control;
 - v. what to do if the person’s whereabouts are unknown;
 - vi. suicide prevention; and
 - vii. emergency evacuation procedures for fires and other disasters.

- b. For the following service specific training topics, the Employee shall not only receive training from the Employer but shall also demonstrate competency to the satisfaction of the Employer. This shall be documented in the SAS Service Specific Training Form:
 - i. medications;
 - ii. allergies;
 - iii. dietary concerns;
 - iv. swallowing and choking concerns;
 - v. diagnostic or disabling conditions;
 - vi. functional limitations;
 - vii. seizure management;
 - viii. hygiene needs; and
 - ix. if applicable, acquired brain injury or physical disability.
- c. Training on the prevention of communicable diseases shall include:
 - i. hand washing;
 - ii. personal protective equipment;
 - iii. cleaning; and
 - iv. disinfectants.
- d. Training on abuse, neglect, and exploitation prevention, including reporting to protective services and the police shall include:
 - i. preventing burnout and managing the stress of caregiving; and
 - ii. the Employee's obligation to report to protective services and law enforcement, also known as mandatory reporting.
- e. Training on support strategies shall include:
 - i. the behavior support plan, and
 - ii. prohibited behavior management methods.
 - 1. The Employee shall review the approved and prohibited behavior support as described in Section R539-3-10.
 - 2. Behavior support may not include mistreatment (as described in R380-80) or abuse, neglect, or exploitation (as described in sections, R512-202, 26B-6-2 201 through 26B-6-218 and 80-2-601 through 80-2-611).
 - 3. Administrative rules and code may change at any time.
- f. Training on behavior management shall include:
 - i. other person-specific behavior support management strategies for individuals who do not have a behavior support plan;
 - ii. preferences and non-negotiable routines specific to the Person;
 - iii. positive behavior supports;

- iv. de-escalation; and
- v. acquired brain injury, if applicable.
- g. Training on the legal rights of the Person shall be relevant to the Employee's responsibilities, and include information about how the Americans with Disabilities Act (ADA) relates to the rights of a Person receiving services, including:
 - i. their human rights;
 - ii. the rights of people with disabilities under the ADA; and
 - iii. informed choice.
- h. Confidentiality training shall include:
 - i. training to ensure that all personal information is shared only with the individuals who need to know the information to provide support or professional treatment, to coordinate DHHS services, to ensure safety, or to conduct DHHS business; and
 - ii. training that ensures that all personal information shall be maintained and shared in compliance with the Health Insurance Portability and Accountability Act ("HIPAA") regulations, including the right to privacy and confidentiality.
- i. Training shall include how to support and comply with the applicable portions of the person-centered support plan (PCSP), support strategies, behavior support plan, individualized education plan, and employment plan.
- j. The Employee shall also receive training from the Employer on the following Department of Health and Human Services (DHHS) policies:
 - i. [DHHS Critical Incident Reporting](#); and
 - ii. [DHHS Code of Conduct](#).
- k. The Employee shall be trained on the applicable portions of the Person's:
 - i. PCSP;
 - ii. BSP;
 - iii. Individualized Education Plan; and
 - iv. Employment Plan.
- l. If applicable, the Employee shall also be trained on:
 - i. the Acquired Brain Injury Info Packet (Training Manual Module 1); and
 - ii. the Physical Disabilities Info Packet.

4. Fiscal restrictions

- A. The Employee is employed at-will by the Employer. Employment at-will means that the Employee may quit at any time, and for any or no reason, and that the Employer may terminate the employment of the Employee at any time, and for any or no reason. This at-will status may not be altered in any way by the parties. The Employee further agrees that they are employed by the Employer, and not by DHHS.

- B. The Employee may not loan or give money to the Person, or accept a loan or direct payment of personal funds from the Person.
- C. The Employee shall sign and submit to the Employer, accurate timesheets of all services rendered. Services are defined as “rendered” when the Employee’s signed or electronically approved timesheet is corroborated and signed or electronically approved by the Employer and submitted to the Fiscal Agent. No payment for services will be made that do not meet this requirement. Timesheets shall be submitted by the Employee on a timely basis as directed by the Employer. The timesheets shall include:
 - a. the name of the Employee providing the service;
 - b. the Person’s name and PID number;
 - c. the Employee and Employer’s signature;
 - d. the date each service that was provided;
 - e. the time the Employee started and ended service delivery, using 24-hour time reporting;
 - f. when required by Medicaid, start and end dates must be verified through an Electronic Visit Verification;
 - g. the SAS service code, service rate, unit type, and number of service units provided; and
 - h. a description of service units provided.
- D. The Employer and Employee are responsible to ensure that no duplicate service is billed. Billing and use of funds are subject to review as described in R539-5-7 “Review Process, Recovery of Funds, and Penalties.”
- E. Funds used to pay the Employee for services rendered under this agreement are public funds. Submitting false information on timesheets may subject the Employee to criminal action, administrative sanctions, and liability for repayment of any funds received pursuant to the submission of false information.
- F. Except as prohibited by law, the Employee must promptly notify and repay any overpayment to the fiscal agent selected by the Employer, regardless of fault.
- G. The Employer and Employee agree to follow all state and federal laws. Additionally, as part of training, the Employer shall cooperate with the fiscal agent and consult with the IRS and Labor Division to thoroughly understand their responsibilities as Employer.
- H. The Employee must provide care and services as authorized by the assigned support coordinator in accordance with the PCSP.
- I. The Employee may not bill the Employer or otherwise attempt to collect payment for services from the Employer, except as specifically permitted by Medicaid policy.
- J. The Employee must accept payment or claims adjudication from DHHS, as the State Medicaid Agency, as payment in full for services rendered.

- K. The Employee acknowledges that the Employee is employed exclusively by the Employer and not by DHHS or by the State of Utah. This means that there is no authorization, express or implied, that binds DHHS or the State of Utah to this or any other agreement, settlement, liability or understanding, whatsoever. This Agreement indemnifies and holds harmless the Division and DHHS for any claims arising out of work performed by the Employee under authority of this agreement.
- L. The Employee must not disclose information about the Person, or concerning the care or services given to the Person, or other Medicaid recipients, except as specifically allowed by state and federal laws and regulations.

5. Background screening and clearance

Pursuant to Sections 26B-6-403 and 26B-2-120, the Employee is required to submit a background check application and be approved by the Division of Licensing and Background Checks (DLBC) before the Employee shall be allowed to provide direct care to children or vulnerable adults. The Employee must maintain continuous background clearance by renewing the Employee's background check with DLBC within one year of the date of original clearance and annually thereafter.

Under no circumstances shall the Employee accept payment for work performed if the requirements of Sections 26B-6-403 and 26B-2-120 for obtaining a background check and approval from DLBC are not met.

It is the responsibility of the Employer and the Employee, not the Division, to ensure that initial and annual background checks are completed. The Employer shall be solely responsible for paying the Employee if the requirements of Sections 26B-6-403 and 26B-2-120 are not met.

6. Acknowledgment and signatures

I acknowledge that the Division is not responsible for the actions of the Employer and that I have no claim or cause of action against the Division or State for any harm or damages that I may incur during the course of my employment pursuant to this agreement.

By my signature, I certify that I have read and agree to be bound by the terms of this agreement.

I acknowledge that my failure to abide by this agreement may result in the loss of employment with the Employer. I further acknowledge either party, with or without cause, may terminate this agreement at any time.

Employer Signature:

Date:

Employee Signature:

Date:

Employee's Parent or Guardian Signature required if the Employee is less than 18 years of age.

Parent/Guardian Signature:

Date: