Department of Health & Human Services | Services for People with Disabilities

SAS EMPLOYER AGREEMENT

Self-administered services

Version: 10/2026

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 participate in the Self-Administered Services (SAS) program.

How will DHHS use my data?
This is a binding agreement between the Department of Health and Human Service (DHHS), the Person receiving services, and the Employer. It is required to participate in the SAS program. We will only use your personal data to determine if you are eligible, 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 participate in the SAS program.

Who else will have access to your data?
Your data will only be shared within DHHS and, if necessary, with other entities as required by State/Federal law, and contractors who are part of the technical team that manages your account.

What record series is this data part of ?
This data is part of the record series 15735.

1. Parties

This Self-Administered Services Employer Agreement (referred to hereafter as the "Agreement") is between the Utah Department of Health and Human Services (referred to in this Agreement as "DHHS"), Division of Services for People with Disabilities (referred to in this Agreement as the "Division"), the Person receiving services, and the Employer. The Agreement incorporates by reference the Self-Administered Service Code Descriptions, (referred to hereafter as "SAS Service Code Descriptions").

The individual receiving services is referred to hereafter as the "Person." The Person or their Guardian (if applicable), and the Employer are all legally bound parties under this Agreement.

PARTIES:

Person's name: PID number:

Phone number: Email:

Address:

City: State: Zip Code:

Guardian's name (if applicable):

The Person or their Guardian was informed of the responsibilities for participation in this program as determined in Rule R539-5, and have authorized the individual named below to serve as the Employer to assist the Person in administering this Agreement.

☐ Check this box if the Person or Guardian is the same as the Employer. Note: for the Physical Disabilities waiver, the Person and the Employer MUST be the same and cannot be a guardian.

Employer's name: Phone number:

Employer's email:

Address:

City: State: Zip code:

2. Purpose

The purpose of this Agreement is to assign the responsibilities of the Person and the Employer for the disbursement of funds to purchase specific services as identified in the person-centered support plan (PCSP). The PCSP is therefore incorporated by reference into this Agreement

The Division has found the Person to be eligible for this program, and the Division has authorized the Person to receive the specific services described in the Person's PCSP.

3. Agreement period

This Agreement is effective between the effective date and the end of the PCSP plan year unless terminated sooner in accordance with the terms and conditions of this Agreement.

Plan effective date: Plan year end date:

4. Special conditions

The Division may change the Self-Administered Services amount covered by the PCSP at any time in order to reflect changes in the Person's assessed needs and after giving the Person or their Guardian 30 days written notice of agency action and informing the Person or their Guardian of the right to appeal.

5. Disbursement of funds

The funds disbursed under this Agreement will only be used to pay for actual services rendered. All funds disbursed through the Self-Administered Services program will be paid through a fiscal agent under contract with the Division. The Employer is responsible to choose a fiscal agent. The Division will not pay for services that are not identified in the PCSP, or in excess of the current version of the PCSP budget.

Fiscal agent (name):

6. Employer's responsibilities

In addition to the other requirements set forth in this Agreement, the Employer shall be responsible to:

A. maintain all funding eligibility requirements, including Medicaid eligibility if they are receiving services through a 1915(c) waiver;

B. review and comply with R380-80 "Provider Code of Conduct and Client Rights" upon initiation of this Agreement, and annually thereafter;

C. review and comply with SAS Service Code Descriptions upon initiation of this Agreement, and annually thereafter;

D. supply to the support coordinator/nurse case manager, and the fiscal agent, all information as required by Rule R539-5;

E. hire, terminate, direct, and train employees to provide support to the Person as outlined in the Person's PCSP, behavior support plan, support strategies, and applicable Division administrative rules;

F. ensure that each employee is qualified to provide the services for which that employee is hired, and that all billed services have actually been provided;

G. ensure that prior to the provision of any services, each employee complies with training requirements as described in this Agreement and in the Service Code Descriptions, and has specialized training to meet the specific needs of the Person;

H. maintain an accurate and up to date training record for each employee;

I. verify that all employees hired are 16 years of age or older; except on the Acquired Brain Injury and Physical Disabilities Waivers, where all employees must be 18 years of age or older;

J. ensure that for employees younger than 18 years of age, the Employee Agreement is co-signed by the employee's guardian;

K. ensure that all employees hired by the Employer understand and comply with the Provider Code of Conduct as described in R380-80 and with approved and prohibited behavior supports and procedures as identified in Rule R539-3;

L. participate in both the person-centered planning process and then in the development of support strategies including a behavior support plan, when applicable, within 30 days of the completion of the plan;

M. participate in other person-specific behavior support management strategies for any Person who does not have a behavior support plan including their preferences and non-negotiable routines, positive behavior supports, de-escalation, and acquired brain injury as applicable;

N. provide written monthly summaries via mail, fax, or email to the support coordinator/nurse case manager on the effectiveness of the plan, identified strategies, and desired outcomes;

O. immediately notify the support coordinator/nurse case manager of any changes in circumstances or emergencies, which may require modification of the type or amount of services outlined in the Person's PCSP;

P. comply with the DHHS Critical Incident Reporting Guide;

Q. train employees on emergency contact information for the Person including when to call 911, when to call a medical professional; when to call the parent or guardian, when to call poison control;

R. train employees on emergency evacuation procedures for fires and other disasters;

S. train employees on suicide prevention and what to do if the Person's whereabouts are unknown;

T. comply with Division staff and support coordinator/nurse case managers' requests for home visits to inspect program quality, conduct Agreement compliance reviews, conduct face-to-face visit requirements as outlined in contract or the State Implementation Plan, and requests to administer customer satisfaction surveys; and

U. ensure the fiscal agent has maintained a current background check annually for every employee who is not a parent prior to having direct access to the Person in accordance with Section 26B-2-120.

7. Billing and payment requirements

A. The Employer shall ensure that no payments are made to an employee before their background check is completed. New employees may work initially for 30 days while they are awaiting approval, but only under direct supervision as defined in Subsection R380-300-3(2) of either a parent or someone who has already passed the background check.

B. The Employer shall ensure the accuracy of employee billings. If payment is denied due to an inaccuracy, the Employer is responsible for paying the employee(s) for any services rendered.

C. The Employer shall ensure that billing is submitted in a timely manner that meets the requirements and direction given by the Fiscal Agent. This includes:

   i. verifying the accuracy of the hours worked, including that billing is accurate within the terms provided in the SAS Service Code Descriptions;

   ii. completing payroll documentation as instructed by the fiscal agent; and

   iii. complying with payroll and Electronic Visit Verification requirements as directed by the fiscal agent.

D. The Employer shall ensure that employee timesheets are complete and accurate within the terms provided in the SAS Service Code Descriptions before they are submitted to the Fiscal Agent for payment. The Employer shall either sign or electronically approve the timesheets to verify that they are complete and accurate. No payment for services may be made that do not meet this requirement. Complete and accurate timesheets shall include:

   i. the name of the employee providing the service;

   ii. the Person's name and PID number;

   iii. the employee and Employer's signatures, for Caregiver Compensation the support coordinator/nurse case manager must also sign;

   iv. the date each service was provided;

   v. the time the employee started and ended service delivery, using 24-hour time reporting;

   vi. when required by Medicaid, start and end dates must be verified through an Electronic Visit Verification;

   vii. the Self-Administered Service code, service rate, unit type, and number of service units provided; and

   viii. a description of service units provided.

8. Use of public funds

The funds covered by this Agreement are public funds that are appropriated to, and approved by, the Division. They are for the purchase of services for the Person during the approved period, and for the purposes stated in this Agreement. Parties hereby acknowledge that public funds are subject to all applicable federal, state, and local laws and regulations pertaining to the use of public funds.

9. Misuse of funds

The use of any of the funds provided under this Agreement for a purpose other than those expressly stated herein may subject the Employer to criminal prosecution, administrative sanctions, and liability for repayment of the misused funds.

10. Record keeping and access responsibilities

The Employer shall maintain copies of all required records and shall comply with all requirements of the Government Records Access and Management Act (GRAMA) found in Section 63G-2. The Employer shall maintain all Self-Administered Services-related employee, Employer, and Person records in accordance with the retention schedules established by the Division), or the Division of Archive and Records Service after Self-Administered Services are discontinued, and shall ensure that DHHS, the Division, and state or federal auditors have immediate access to all employee, Employer, and Person records. The parties agree that the Employer shall be granted access to all records as needed to reasonably operate as the Employer, including financial information, timekeeping, and background screening results.

11. Liability of the Employer

Pursuant to this Agreement and administrative rule, the Employer, and the Person if they are different from the Employer, have sole responsibility for hiring employees to provide services for or on behalf of the Person. It is the responsibility of the Employer to select, screen, and train employees to protect the health and safety of the Person. By choosing to participate in the Self-Administered Services program, the Employer accepts all liability for any harm to the Person or suffered by others, resulting from any action or inaction by the Employer in conducting screenings on any employee, in providing or not providing training in any specific area, through misuse of funds, or other negligence.

12. Indemnification

The Employer agrees to indemnify the Division, DHHS, and the State of Utah for the full amount of any judgment rendered against any one or more of them as a result of any action or inaction of the Employer, or action or inaction of any employee hired by the Employer pursuant to this Agreement, or any other harm to the Person that arises out of any action or inaction taken pursuant to this Agreement.

13. Termination of Agreement

This Agreement may be terminated by the Employer at any time, or by the Division with 30 days written notice to the Employer and/or the Person of its intent to terminate the Agreement. In addition, the Division may immediately terminate this Agreement at any time upon discovery of misuse of Self-Administered Services funds, fraud, malfeasance or any action taken by the Employer or employees of the Employer pursuant to this Agreement that endangers the safety of the Person.

14. Jurisdiction

The provisions of this Agreement shall be governed by and interpreted according to the laws of the state of Utah. The parties shall submit to the jurisdiction of the courts of the state of Utah for any dispute arising under this Agreement or relating to its breach.

15. Separability clause

The declaration by any court or other binding adjudicative body that any provision of this Agreement is illegal or void shall not affect the legality or enforceability of any other provision of this Agreement unless such provisions are mutually dependent.

16. 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.

17. Questions about Agreement

The Employer may direct inquiries about this Agreement to their support coordinator/nurse case manager.

18. Acknowledgment and signatures

As the Employer, my signature acknowledges that I have read, understood, and agreed to the terms of this Agreement including all of the rights and responsibilities outlined in the Agreement. This represents the complete and final Agreement. There are no other written or oral agreements affecting any provision of this contract. In addition, I have received a copy of, read, understood, and agree to abide by Rule R539-5 "Self-Adminstered Services" pertaining to this Agreement and the use of a fiscal agent. I understand that the failure to abide by any of the terms of this Agreement may result in my loss of the privilege to receive additional Self-Administered Services funds under this Agreement and the inability to enter into future Self-Administered Services agreements.

As the Employer, my signature also acknowledges that the Division does not endorse or recommend any employee to be hired or to provide services under this Agreement. In consideration of these promises and representations, and in witness whereof, the parties have executed this Agreement as of the effective date set forth above.

EMPLOYER

Signature: _____ Date: _____

Print name: _____

PERSON/GUARDIAN

Same as the Employer? ☐ Yes ☐ No

Signature: _____ Date: _____

Print name: _____

I certify that I have reviewed all program requirements with the employer. The employer named above has met all the requirements.

Support coordinator or nurse case manager

Signature: _____ Date: _____

Print name: _____