DIVISION OF SERVICES FOR PEOPLE WITH DISABILITIES

SELF-ADMINISTERED SERVICES AGREEMENT
Employment Agreement (ABI)

1. PARTIES. This Employment Agreement (referred to hereafter as "Agreement") is between _____ (referred to hereafter as "EMPLOYER").
Name of Person/ Person's Representative/Person's Administrator

AND

Employee's Name (EMPLOYEE): _____
(Last, First, Middle I)

Employee's Street Address: _____

_____

City: _____

State: _____

ZIP: _____

Phone Number: _____

Employee's SSN #: _____

2. PURPOSE. EMPLOYEE has been retained by EMPLOYER to provide services to _____ (referred to hereafter as "PERSON").
Name of Person Receiving Services

Services provided to PERSON by EMPLOYEE are to be provided under the direction and supervision of the EMPLOYER. Identified below are the service(s) that the EMPLOYEE may be authorized and certified to provide at the direction of the EMPLOYER. Also listed below are the current rates of payment for authorized services.

☐	Chore Services (CH1)	$_____ per ¼ hour
☐	Companion Services (CO1)	$_____ per ¼ hour
☐	Homemaker Services (HS1)	$_____ per ¼ hour
☐	Respite Care (RP1)	$_____ per ¼ hour $_____ daily
☐	Respite Care (RP6)	$_____ daily
☐	Supported Living (SL1)	$_____ per ¼ hour
☐	Transportation (DTP)	$_____ per mile

EMPLOYEE Initial _____

DIVISION OF SERVICES FOR PEOPLE WITH DISABILITIES

SELF-ADMINISTERED SERVICES AGREEMENT
Employment Agreement (ABI)

3. EMPLOYEE REPRESENTATIONS. As a condition of providing services under this Agreement, EMPLOYEE represents and agrees to the following:

A. EMPLOYEE has completed all requirements in the Application for Certification Form 2-9C, and is certified to provide the limited services indicated in the Application for Certification Form 2-9C.

B. EMPLOYEE SHALL BE EMPLOYED AT-WILL BY EMPLOYER. EMPLOYMENT-AT-WILL MEANS THAT EMPLOYEE MAY QUIT AT ANY TIME FOR ANY OR NO REASON, AND THAT EMPLOYER MAY DISCHARGE EMPLOYEE AT ANY TIME FOR ANY OR NO REASON. THIS AT-WILL STATUS MAY NOT BE ALTERED IN ANY WAY BY THE PARTIES.

C. EMPLOYEE shall comply with all applicable Statutes and Administrative Rules as directed by EMPLOYER and Division of Services for People with Disabilities (Division). EMPLOYEE shall specifically review and agree to comply with the Prohibited Procedures outlined in R539-3-10. EMPLOYEE acknowledges and agrees that the Division reserves the right to change its Administrative Rules at any time and for any reason, as deemed necessary in the Division's sole discretion.

D. EMPLOYEE shall adhere to the terms of the Department of Human Services (Department) Code of Conduct, and the Division Code of Conduct.

E. EMPLOYEE shall adhere to the requirements and responsibilities outlined in PERSON'S Support Strategies and Behavior Support Plan, if applicable.

F. EMPLOYEE understands that pursuant to UT Admin Code R539-1, if an order by the Legislature or the Governor, or a federal or state law reduces the amount of funding to the Division; or if the Executive Director of the Department reduces the funds available to Division, this may change the terms of employment, including rate of compensation to EMPLOYEE.

G. Any additional hours of service that EMPLOYEE is asked to provide, outside this Agreement, are rendered under EMPLOYER's personal authority, accountability, and full liability.

H. Any additional services that EMPLOYEE is asked to provide, outside the scope of this Agreement, are rendered under EMPLOYER's personal authority, accountability, and full liability.

DIVISION OF SERVICES FOR PEOPLE WITH DISABILITIES

SELF-ADMINISTERED SERVICES AGREEMENT
Employment Agreement (ABI)

I. EMPLOYEE has fully disclosed to EMPLOYER, any convictions from a criminal offense other than a traffic violation. EMPLOYER accepts full responsibility of receiving services from someone who has a prior conviction.

J. EMPLOYEE must be sixteen (16) years of age or older. (EMPLOYEES between the ages of sixteen (16) and eighteen (18) must have a parent co-sign this Agreement.)

K. EMPLOYEE must be (18) years of age or older, and be in possession of a current state issued Driver's License to transport or provide transportation services, or to provide services during overnight hours or hours normally occupied by sleep.

L. EMPLOYEE has a Valid Driver's License? **(Select One)** Yes___ No____

M. EMPLOYEE will sign and submit to EMPLOYER, accurate timesheets of all services rendered. Services are defined as "rendered" when EMPLOYEE'S signed timesheet is corroborated and signed by EMPLOYER and submitted to the Fiscal Agent. NO PAYMENT FOR SERVICES WILL BE MADE THAT DO NOT MEET THIS DEFINITION. Timesheets shall be submitted by EMPLOYEE on a timely basis as directed by EMPLOYER. Timesheets shall include:
    a. The type of service rendered;
    b. The date the service was rendered; and
    c. The number of service hours delivered (to the nearest ¼ hour when paid per ¼ hour).

N. Funds used to pay EMPLOYEE for services rendered under this Agreement are public funds. Submitting false information on timesheets may subject EMPLOYEE to criminal action, administrative sanctions, and/or liability for repayment of any funds received pursuant to the submission of false information.

O. Except as may be prohibited by law, EMPLOYEE must promptly notify and repay any overpayment to the Fiscal Agent selected by EMPLOYER, regardless of fault.

P. Worker's Compensation insurance IS / IS NOT (**EMPLOYER circle one**) provided by EMPLOYER, under this Agreement.

Q. The services EMPLOYEE will be providing ARE/ARE NOT (**EMPLOYER circle one)** Medicaid reimbursable services.

R. When employed to provide care or services for which Medicaid reimbursement will be claimed, EMPLOYEE must:

DIVISION OF SERVICES FOR PEOPLE WITH DISABILITIES

SELF-ADMINISTERED SERVICES AGREEMENT
Employment Agreement (ABI)

a. Be aware of and comply with all appropriate and applicable Medicaid policies and procedures, and state and federal rules and regulations in effect when services are rendered;
b. Provide care and services as authorized by the assigned Support Coordinator in accordance with all applicable Medicaid regulations and policies;
c. Utilize a fiscal agent selected by EMPLOYER to submit claims for services in accordance with the Medicaid policy in effect at the time of service;
d. Not bill EMPLOYER or otherwise attempt to collect payment for services from EMPLOYER, except as specifically permitted by Medicaid policy;
e. Accept payment or claims adjudication from the Department of Health, as the State Medicaid Agency, as payment in full for services rendered;
f. Accept the status of independent contractor to the Department of Health, without authorization, express or implied, to bind the Department of Health or the State of Utah to any agreement, settlement, liability or understanding whatsoever;
g. Indemnify and hold harmless the Department of Health for any claims arising out of work performed by EMPLOYEE under authority of this agreement;
h. Not disclose information about 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.

4. BACKGROUND SCREENING and CLEARANCE. Pursuant to Utah Law, UCA 62A-5-103.5 and 62A-2-120, EMPLOYEE is required to submit to a background check and be approved by the Office of Licensing before EMPLOYEE will be allowed to provide direct care to children or vulnerable adults. EMPLOYEE must maintain continuous background clearance by renewing EMPLOYEE'S background check with the Office of Licensing, within one year of the date of original clearance, and annually thereafter.

UNDER NO CIRCUMSTANCES WILL EMPLOYEE BE PAID USING PUBLIC FUNDS FOR WORK PERFORMED IF THE REQUIREMENTS OF UCA 62A-5-103.5 AND 62A-2-120, FOR OBTAINING A BACKGROUND CHECK AND RECEIVING APPROVAL FROM THE OFFICE OF LICENSING TO PROVIDE DIRECT CARE SERVICES TO CHILDREN OR VULNERABLE ADULTS, ARE NOT MET.

It is the responsibility of EMPLOYER and EMPLOYEE, and NOT THE DIVISION, to ensure that initial and annual background checks are completed. EMPLOYER WILL BE SOLELY AND PERSONALLY RESPONSIBLE FOR PAYING EMPLOYEE IF THE REQUIREMENTS OF UCA 62A-5-103.5 AND 62A-2-120 ARE NOT MET.

I acknowledge that the Utah Department of Human Services, Division of Services for People with Disabilities does not require EMPLOYER to provide any insurance coverage to compensate me if I am injured during the course of this employment. I also acknowledge that neither the Department of Health, Department of Human Services, nor

DIVISION OF SERVICES FOR PEOPLE WITH DISABILITIES

SELF-ADMINISTERED SERVICES AGREEMENT
Employment Agreement (ABI)

the Division are responsible for the actions of EMPLOYER and will claim governmental immunity 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 EMPLOYER. I further acknowledge either party, with or without cause, may terminate this Agreement at any time.

_____ _____
EMPLOYEE DATE

_____ _____
EMPLOYEE'S PARENT OR GUARDIAN DATE
(Required if EMPLOYEE is under age 18)

_____ _____
EMPLOYER DATE