

DIVISION OF SERVICES FOR PEOPLE WITH DISABILITIES

**SELF-ADMINISTERED SERVICES AGREEMENT
Employment Agreement (SARS)**

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

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.

Respite Care (RP1) \$ _____ per ¼ hour
\$ _____ daily

Respite Care, Room/Board (RP6) \$ _____ daily

Respite Care, Group (RP7) \$ _____ per ¼ hour
\$ _____ daily

Respite Care, Room/Board (GROUP) (RP8) \$ _____ per ¼ hour
\$ _____ daily

EMPLOYEE Initial _____

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

- A. EMPLOYEE has completed all requirements in the Application for Certification Form 2-9C, and is certified to provide limited services indicated in the Application for Certification Form 2-9C to EMPLOYER.
- B. EMPLOYEE SHALL BE EMPLOYED AT-WILL BY THE 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 Rule as directed by the 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 acknowledge 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 in 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 the Division this may change the terms of employment, including the rate of compensation to EMPLOYEE.
- G. Any additional hours of service that EMPLOYEE is asked to provide, outside this Agreement, are rendered under the 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.

EMPLOYEE Initial _____

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- 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 or guardian co-sign this Agreement).
- K. EMPLOYEE must be eighteen (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 Group Respite Care (RP7 or RP8) during overnight hours or during 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 the 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 the EMPLOYEE on a timely basis as directed by EMPLOYER. The timesheets shall include:
- a. The type of service rendered;
 - b. The date the service was rendered; and
 - c. The number of services 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 Provided (**EMPLOYER circle one**)

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.

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UNDER NO CIRCUMSTANCES WILL EMPLOYEE BE PAID USING PUBLIC FUNDS FOR WORK PREFORNED IF THE REQUIREMENTS OF UCA 62A-5-103.5 AND 62A-2-120, FOR OBTAINING A BACKGROUND CHECK AND RECEIVEING 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 the EMPLOYER to provide any insurance coverage to compensate me if I am injured during the course of this employment. I also acknowledge that the Division is not 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
(Required if EMPLOYEE is under age 18)

DATE

EMPLOYER

DATE

EMPLOYEE Initial_____