

Article 1
PURPOSE

- 1.1 Purpose.** The purpose of this contract is to provide timely electronic payroll processing and completion of required background screenings for employees of people utilizing Self-Administered Services.

Article 2
DEFINITIONS

- 2.1 Definitions.** In this contract the following definitions apply:

“Corrective Action Plan” means a step-by-step plan of action developed to resolve identified errors.

“DHHS” means the Department of Health and Human Services

“DIH” means the DHHS Division of Integrated Healthcare.

“DSPD” means the DHHS Division of Services for People with Disabilities.

“Employee” means an individual hired by the Employer to provide services to a Person receiving SAS.

“Employer” means the individual responsible to administer the Person’s SAS services.

“Fiscal Agent” means the Contractor that acts on behalf of the Employer to perform various financial duties.

“Home and Community Based Services Waivers (HCBS Waivers)” means federal and state approved programs developed to meet the needs of Persons who prefer to receive long-term care services and support in their home and community as an alternative to an institutional setting. DSPD administers the following HCBS Waivers: Community Support Waiver (**“CSW”**); Acquired Brain Injury Waiver (**“ABIW”**); the Community Transition Waiver (**“CTW”**); Physical Disabilities Waiver (**“PDW”**); and the Limited Supports Waiver (**“LSW”**).

“Person” means an individual who receives department funding to receive SAS support services, including individuals who have an Intellectual Disability or Related Condition, Acquired Brain Injury, Physical Disability, or who are enrolled in Utah’s DHHS System of Care services.

“Purchase of Service Authorization (PSA)” means a document that outlines each Persons’ authorized service type, the maximum number of service units, authorized spending limits for each service and the duration of services.

“Self- Administered Services (SAS)” means a service delivery model in which the Person or individual responsible for the health and safety of the Person hires, trains, and supervises employees to provide services for the Person.

“Service Unit” means the standardized measurement of time attributable to an authorized service as defined in the rate table for each service code.

“Support Coordinator” means an individual who provides assistance, coordination, or monitoring of funding and services for the Person, including the DHHS support coordinators, DHHS case managers, DHHS-contracted support coordinators, DSPD Physical Disability Waiver Administrative Case Manager, or other DHHS personnel.

“Staff” means any individual hired by the Contractor to provide Fiscal Agent services pursuant to this contract or who has access to a Person’s identifying information.

“System of Care (SOC)” means a DHHS customized mental health services approach designed to keep families safely together while effectively helping children with emotional or behavioral health needs to thrive in their homes, schools, and communities.

“Utah Personal Identification (PID)” means a unique number assigned to identify a Person.

“USTEPS” means the DSPD Utah web-based case management system used by DSPD and Support Coordinators for tracking eligibility, planning, and services.

“UPI” means USTEPS Provider Interface. UPI is a DSPD Utah web-based management system used by DSPD contractors for tracking Person’s services and submitting billings for services rendered.

Article 3 POPULATION SERVED

3.1 Population served. The population served under this contract are Persons utilizing SAS.

Article 4 QUALIFICATIONS

4.1 Qualifications. The Contractor shall have and maintain:

- (1) at least one Staff with a current Certified Public Accountant (**“CPA”**) license. This Staff member shall have at least five years of CPA experience and oversee all services provided;
- (2) sufficient funds necessary to successfully fulfill Employer payroll for at least two pay periods;
- (3) an approved for consolidated filing for unemployment insurance through the Utah Department of Workforce Services (**“DWS”**);
- (4) an approved Medicaid Provider status with DHHS for the HCBS Waivers administered by DSPD; and
- (5) a DHHS Medicaid compliant claims processing system used to provide Fiscal Agent requirements.

Article 5
ADMINISTRATIVE REQUIREMENTS

5.1. Administrative Requirements.

- (1) Prior to providing services, the Contractor shall implement written policies and procedures. DHHS may review the policies and procedures and require the Contractor to adjust them at any time. The Contractor shall ensure that all policies and procedures are current, maintained, and available to Staff, Employers, Persons, and DHHS.
- (2) The Contractor shall have operating policies and procedures that comply with this contract, state, and federal regulations. The Contractor's policies and procedures must include:
 - (A) provisions for Staff training;
 - (B) provisions for customer service, including:
 - (1) maintaining a toll-free number for calls received outside the immediate local calling area;
 - (2) maintaining a voicemail system capable of receiving and recording calls 24 hours per day;
 - (3) maintaining a Utah-based accounting and customer service physical office with available customer service Staff to provide assistance in-person or via telephone between the hours of 9:00 AM and 5:00 PM, Mountain Time Zone, Monday through Friday, excluding legal holidays;
 - (4) customer service Staff able to help all customers, including those who speak Spanish and/or have a hearing impairment; and
 - (5) returning voicemail messages and email inquiries within 24 hours of their receipt, Monday through Friday. Messages and emails received between noon on Friday and Sunday evening must be returned on the Monday immediately following the weekend.
 - (C) An internal quality monitoring process that includes:
 - (1) quality assurance measures and controls;
 - (2) contract compliance;
 - (3) provisions for the receipt and resolution of grievances from Staff, Employers, Employees, and Persons; and
 - (4) responding to DHHS corrective action requirements and plans to ensure compliance with all requirements and timeframes.

- (3) The Contractor shall have payroll policies and procedures in place that include:
 - (A) an electronic payroll system that includes:
 - (1) employees' "start time" and "end time" fields of data collection to be entered into the system;
 - (2) the ability to track costs and complete cost reports; and
 - (3) any DSPD required data fields.
 - (B) an alternative plan for payment processing in the event its computerized system fails. The alternate plan must ensure that payments are not delayed;
 - (C) a system to prevent overpayments, duplicate payments, and overlapping claims;
 - (D) provisions that enable holds on Employee's funds, as required by local, state, and federal laws; and
 - (E) provisions to ensure contract compliance prior to issuing payroll, including approved timesheets, background screening approval, and not exceeding Service Units and dollars, as per the PSA;
- (4) The Contractor shall cooperate with DHHS review requirements. If DHHS identifies a deficiency that requires a Corrective Action Plan, the Contractor shall:
 - (A) within the required timeframe, submit to the DHHS quality management team a written Corrective Action Plan that appropriately resolves each identified deficiency, according to the instructions provided by the DHHS quality management representative;
 - (B) submit a revised Corrective Action Plan within five business days, if DHHS determines the Contractor's response is unacceptable;
 - (C) resolve sanctions subject to any appeal rights available to the Contractor; and
- (5) The Contractor shall review the results of any DHHS satisfaction survey of Persons receiving SAS services and initiate a plan of action in response to any written request from DHHS in areas with dissatisfaction reported.

F. Staff Training Requirements. The Contractor shall:

- (1) provide relevant job specific Staff training that has been created by professionals with knowledge and experience in the training subject;

- (2) maintain written documentation of each Staff's successful completion of provided training. The process must allow for a third party reviewer to verify each Staff's successful training completion;
- (3) participate in required DHHS Medicaid or other applicable trainings;
- (4) successfully complete the DHHS Medicaid 101 training within 30 days of the contract effective date and annually thereafter. This training is focused on Medicaid Waiver awareness. The Contractor shall train all Staff on all applicable portions of the Medicaid 101 training related to the Staff's job duties; and
- (5) ensure Staff successfully completes training before providing services. Training must include the following areas:
 - (A) confidentiality practices regarding personal information;
 - (B) the Contractor's policies and procedures;
 - (C) staff responsibilities;
 - (D) laws, rules, and conditions that accompany the use of state and Medicaid funds, including anti-fraud;
 - (E) the Contractor's accounting and claims processing system;
 - (F) laws and regulations relevant to the responsibilities of a Fiscal Agent; and
 - (G) SAS service code descriptions, requirements, and SAS support books. For CSW, ABIW, PDW, CTW, and LSW this information can be found on the DSPD website.

G. General Requirements. The Contractor shall:

- (1) be an approved Medicaid provider prior to providing services. The Contractor shall comply with all policies and procedures in the Utah Medicaid Provider Manual, Medicaid Information Bulletins, and all Medicaid requirements.
- (2) complete all Medicaid enrollment requirements for the CSW, ABIW, CTW, PDW, and LSW as administered by the DSPD Contracts Program Manager. The Contractor shall:
 - (A) provide DSPD with complete and correct Medicaid Waiver enrollment documents that are emailed to the Contractor by DSPD, within three business days of a written request from DSPD; and
 - (B) notify DSPD of any changes to its Medicaid information. Written notification of changes to the Contractor's phone number, address, and email address must be submitted within three business days of the change. Written notification of changes

to the Contractor's ownership, legal corporate name, and employer tax identification number must be submitted at least 30 calendar days prior to the change.

- (3) follow all laws, regulations, and activities related to being a Fiscal Agent, in addition to the specific tasks itemized below:
 - (A) filing requisite federal and state tax forms;
 - (B) filing consolidated payroll reports for multiple Employers;
 - (C) managing employment taxes, including income withholding, Federal Insurance Contributions Act ("**FICA**"), and Federal Unemployment Tax Act/State Unemployment Tax Act ("**FUTA/SUTA**"); and
 - (D) brokering and managing a Person's benefits, including workers compensation and state disability insurance premiums.
- (4) have a current and active UPI account, comply with UPI requirements, and comply with electronic access and process changes as they develop. UPI is required only when providing services for a Person receiving services from DSPD. The Contractor shall:
 - (A) grant UPI access to Staff who provide or coordinate DSPD services. The Contractor shall immediately revoke UPI access for Staff no longer in an authorized role. Thereafter, no less frequently than annually, the Contractor shall verify only authorized employees have UPI access;
 - (B) complete the DSPD form "0-9 USTEPS Provider Interface (UPI) Provider Company Designee Access Form";
 - (C) complete the DSPD form "0-8 USTEPS Provider Interface (UPI) Individual User Access Form" for at least one Staff;
 - (D) accept or reject the PSA through UPI within 15 business days of the creation of a new or adjusted PSA. If the Contractor rejects the PSA, the Contractor must coordinate with the Person's Support Coordinator to either adjust the PSA or transition the service to a different Contractor;
 - (E) monitor the use of services by each Person to ensure that the utilization of services complies with the approved PSA. If the Person's budget is projected to be exhausted prior to its end date, the Contractor shall notify the Person's Support Coordinator within five business days and request for the appropriate changes to be made to the Person's Person Centered Service Plan ("**PCSP**");
 - (F) use the UPI "Provider Organization" section to restrict UPI users from accessing a Person's information unless required to provide or coordinate DSPD services, by doing the following:

- (1) verifying that UPI users are assigned to the appropriate organizational group(s) with current email and notification preference;
 - (2) removing terminated or Staff that are no longer employed from the "Provider Organization" within one day of termination; and
 - (3) removing a Person from the "Provider Organization" within one business day after the Contractor is no longer providing, coordinating services or payments for services on behalf of the Person.
- (G) notify the DSPD USTEPS team in writing within one business day after termination of Staff with UPI access;
- (5) provide services only after receiving and accepting the PSA. The Contractor shall maintain an approved PSA for each Person receiving services;
- (6) review the Office of Inspector General exclusion list, as found at <http://oig.hhs.gov/exclusions/index.asp>, for all Staff, Employers, and Employees prior to hire and annually thereafter. Ensure that Staff, Employers, and Employees on this list do not receive or provide services. If Staff, Employers, or Employees are on the list, the Contractor shall immediately notify DHHS;
- (7) ensure the privacy and security of all identifying information of Persons, Employers, and Employees. If a breach or suspected breach of the privacy or security of any personal identifying information is discovered, the Contractor shall adhere to the requirements in Attachment A: DHHS Client Service Terms, 91. Loss or Disclosure of Client Records. Additionally, the Contractor shall:
 - (A) immediately notify the affected Person(s), Employer(s), and Employee(s) via telephone call or email followed by a written notification;
 - (B) immediately notify the DSPD Privacy Officer via telephone or email at dspd@utah.gov; and
 - (C) provide fraud protection insurance with indemnity of up to \$1,000,000 in damages for any affected Person(s), Employer(s), and Employee(s). Fraud protection insurance is required when the breach is caused through Contractor's actions, whether intentional or inadvertent. The fraud protection insurance must remain in force for at least one year from the date of the suspected or discovered breach.
- (8) ensure wages are made to Employees qualified to provide the services. Employees must have an approved timesheet, background screening, meet age requirements, and other service specific Employee requirements outlined in the individual SAS service code description are satisfied; and
- (9) obtain and maintain an approved Business Associate Agreement between DHHS and the Contractor for the use and disclosure of Person's Personal Health Information.

H. Fiscal Management Service ("FMS") Requirements. The Contractor shall:

- (1) provide an enrollment forms packet for employment and payroll setup to the Employer. Provide training and information to assist the Employer to correctly complete the required enrollment forms. The enrollment forms packet must include the following:
 - (A) IRS Forms W-4, SS-4, and 2678;
 - (B) U.S. Citizenship and Immigration Services ("**USCIS**") form I-9;
 - (C) payroll schedules by the Department of Labor ("**DOL**")/Office of Workers' Compensation Programs as found at <https://www.dol.gov/owcp/dfec/regs/compliance/Periodic-Roll-Payment-Schedule.htm>;
 - (D) The Contractor's contact information and training materials; and
 - (E) any Employer or Employee forms required by DHHS or DHHS/Office of Licensing ("**DHHS/OL**").
- (2) provide training to Employers in the following areas:
 - (A) effective administration of SAS services, including methods for interviewing, selecting, and hiring Employees; legal requirements for retaining and discharging Employees; methods of Employee supervision; anti-fraud controls;
 - (B) proper completion of Employee timesheets; and
 - (C) how to utilize the FMS online portal in accessing and understanding the Budget Utilization
- (3) with the exception of SOC, LSW, or if written notification is provided by DHHS stating otherwise, the Employer decides wages paid to Employees within the allowable rate(s) in the Rate Table;
- (4) obtain a completed and signed IRS form 2678 from each Employer receiving services. If the Employer Identification Number ("**EIN**") is unknown, the Contractor shall submit IRS Form SS-4 authorizing the Contractor to file on the Employer's behalf to either request an original EIN or request a copy of the EIN previously issued;
- (5) verify that Employees accurately complete an USCIS Form I-9, and IRS Form W-4. Maintain readable copies of these forms, including the Employee's driver's license, social security card, and passport. The Contractor is responsible for any fines levied against an Employer if the Contractor does not maintain the readable required documents;
- (6) not pay any wages for Employees who have not complied with Attachment A: Department of Health and Human Services Client Service Terms 73. Background Checks;

- (7) ensure Employees meet the minimum age requirements and other specific Employee qualifications for the SAS service(s). The Employee qualifications are in the SAS service code descriptions and SAS Supports Books;
- (8) assist the Employer in procuring optional benefits for Employees, including the processing of workers compensation, insurance premiums, and manage any withholding for benefits, when applicable;
- (9) withhold and timely deposit all required income taxes, FICA and FUTA/SUTA, any other required state and federal taxes, according to IRS and DOL rules and regulations, and payments on behalf of the Employer. Any federal and state penalties assessed for failure to withhold the correct amount and for untimely filing and depositing will be paid by the Contractor; and
- (10) process all Employee timesheets. Employee timesheets must 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 is 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 specific service activities provided.
- (11) maintain a timesheet system in an electronic database. The timesheet system must:
 - (A) maintain the same level of detail recorded on the Employee timesheets; and
 - (B) ensure no time billed is duplicate, overlapping, or in excess of the PSA.
- (12) generate and issue payroll for Employees. Wages must be issued directly to Employees. The Contractor shall:
 - (A) issue wages by paychecks or payment card;

- (B) with the exception of LSW and SOC which are always paid to the Employee at the maximum allowable rate, ensure Employers are paying their Employees at a rate between the federal minimum wage and the maximum allowed rate. The maximum allowable rate is found on the Rate Table;
 - (C) issue payroll to Employees on at least a semi-monthly basis;
 - (D) not pay Employees' payroll in excess of the Person's annual approved PSA by both Service Units and dollars;
 - (E) maintain current payroll-level details of expenditures. Payroll-level details of expenditures must be provided with paychecks, when requested; and
 - (F) process all judgments, garnishment, tax levies, and any related holds on an Employee's funds, as required by local, state, and federal laws.
- (13) maintain accurate records of the Person's remaining available Service Units. The Contractor is responsible to monitor, by Service Units, the spending of the Employer's budget based upon the Person's current approved annual PSA. If the Person's budget is projected to be exhausted prior to its end date, the Contractor shall notify the Person's Support Coordinator within five days. The Contractor is responsible for reimbursing DHHS for any amounts paid to Employees in excess of the Person's approved PSA;
 - (14) generate a Fiscal Agent document titled "How much Can I Pay," which includes the DHHS service codes, and the minimum and maximum allowable Employee hourly rate. The "How Much can I Pay" document must be made available to Employers during their initial onboarding and any time the SAS service rates change;
 - (15) generate a report for each pay period titled "Spending Summary Report," which includes the following:
 - (A) the Person's available annual budget in Service Units for each service;
 - (B) the number of Service Units used for each service during each pay period;
 - (C) monthly and annual plan budget year-to-date reconciliation of Service Units. The reconciliation must be grouped by services.
 - (16) ensure that the updated "Spending Summary Report" is accessible to the Employer and the Person's Support Coordinator within 10 business days following the previous pay period.

I. Family Training and Preparation Requirements. Family Training and Preparation ("TFA") and Consumer Preparation Services ("CPS") provide up to 10 hours of additional training to Employers on how to be a successful Employer and effectively administer SAS services.

- (1) CPS and TFA additional training must include instructions on and methods of:

- (A) identifying needs for successful service delivery and Employee expectations;
 - (B) effectively communicating expectations to Employees;
 - (C) employee management skills such as interviewing, hiring, scheduling, terminating, completing timesheets, evaluating performance, back up coverage; and
 - (D) addressing problems such as changing levels of personal needs, grievance procedures, emergency coverage, exploitation, and abuse.
- (2) CPS must be billed to DHHS when additional training is provided to Persons receiving ABIW services. TFA should be billed to DHHS when additional training is provided for Persons not receiving ABIW services; and
 - (3) CPS and TFA can only be provided when approved by the Person's Support Coordinator.

J. Financial Management Services Background Information ("FMB") Requirements. The Contractor shall:

- (1) confirm every SAS Employer and SAS Employee has an approved background screening through DHHS/OL prior to accessing DHHS confidential information, this verification must occur at the time of hire and annually thereafter;
- (2) inform the Employer in writing that no Employee may work without direct face-to-face supervision prior to receiving an approved background screening. If found in violation of this requirement, the Contractor shall reimburse DHHS for wages paid to Employees found to have worked without a current approved background screening;
- (3) return incomplete background screening applications to the Employer with a request for the missing information or documentation;
- (4) complete the Contractor section of the background screening application;
- (5) submit the completed background screening application, including any required documentation, to DHHS/OL through the Direct Access Clearance System;
- (6) resolve with DHHS/OL and Employers any outstanding issues surrounding submitted background screening applications; and
- (7) provide notification of background screening approvals and denials to the Employer within 48 hours of receipt from DHHS/OL.

K. Transitions between Fiscal Agent Contractors Requirements.

- (1) An Employer may choose to terminate the Contractor's services. The terminated Contractor shall not obstruct, impede, or otherwise try to influence the Employer's decision.

- (A) The terminated Contractor will receive written notification from the Support Coordinator or the Employer when the Employer is terminating services. The final service period begins once the Contractor receives written notification from the Employer or Support Coordinator; and
 - (B) the termination notification must be provided to the Contractor at least 30 days from the intended discharge date. The intended discharge date must be the last day of the month. The incoming Contractor will start services on the first day of the month following the discharge date.
- (2) If the Contractor initiates the discharge of a Person from its services, the outgoing Contractor shall:
- (A) provide written notification at least 30 days from the intended discharge date. The discharge date must be the last day of the month. The incoming Contractor will start services on the first day of the month following the discharge date.
 - (B) continue to provide services to the Person up to the discharge date. DHHS may require the Contractor to continue to provide services to the Person for up to an additional 3 months beyond the discharge date. The Contractor may appeal this requirement;
 - (C) at the time of discharge, submit to the Support Coordinator a discharge summary that includes:
 - (i) the discharge reason, a summary of services provided, and the name and title of the Staff preparing the discharge summary;
 - (ii) an accounting of the Employer's current expenditure of funds and Service Units; and
 - (iii) an estimate of projected expenditure of funds and services through the end of the Person's current PSA based on the Employer's expenditure history.
- (3) Processing unanticipated or late claims is part of the FMS rate paid to the outgoing Contractor in the last service month. The outgoing Contractor shall not bill for FMS past the discharge date.
- (A) The outgoing Contractor shall process and be reimbursed by DHHS for unanticipated or late claims when claims are:
 - (1) for authorized services provided prior to the discharge dates; and
 - (2) submitted no later than 14 days after the discharge date, regardless of the Contractor's billing period.

- (4) Unanticipated or late claims submitted to the Incoming Contractor for services provided by an Employee prior to the Incoming Contractor's PSA to provide services will not be considered for reimbursement by DHHS unless prior written approval has been received from DHHS.
- (5) Within two business days of notification of hire, the Incoming Contractor shall:
 - (A) provide the Employer with the following:
 - (1) all enrollment forms as required in H.1. for employment and payroll setup; and
 - (2) a letter conforming to the instructions contained within Internal Revenue Bulletin: 2003-43 which includes filing the Form 2678 for each employer. The Incoming Contractor must file the executed letter with the IRS.
 - (B) obtain the applicable documentation needed from the outgoing Contractor or the Person's Support Coordinator, for services terminated for the Person. Documentation shall include the Employer EIN and SUTA ID number, the Persons PID number, and all SAS forms.
- (6) The incoming Contractor shall ensure the onboarding Employer and the Employer's current Employees are in compliance with all contract requirements to begin to receive payroll the first pay period the Incoming Contractor is authorized to process payroll.
- (7) The incoming Contractor's authorization to process the Employer's payroll takes effect the first day of the month following the discharge from service notification from the Contractor.
- (8) The Employer may change their mind and choose to continue to receive the Contractor's services. If the Employer chooses to continue to receive services from the Contractor prior to the transition being completed, the Contractor shall:
 - (A) ensure the Support Coordinator provides written notification to both the Contractor and Incoming Contractor; and
 - (B) submit a letter to the IRS pursuant to Revenue Bulletin 2003-43 if the Incoming Contractor has already submitted its letter to the IRS.

L. Reporting Requirements. The Contractor shall:

- (1) annually provide written CPA certification. validating that the payroll accurately reflects the hours and rates on the Employee timesheets;
- (2) maintain a monthly and year-to date summary of all funds paid for each Employer;
- (3) generate a report titled "Detail by Employer" Report that provides year-to-date spending details with comparison to the budget for each Employer, and must:

- (A) include the Person's name, PID, payment amounts, number of Service Units used, cost-per-unit, service dates, and service description; and
 - (B) be submitted quarterly, by the 15th day after the close of each quarter, to the Person's Support Coordinator.
- (4) maintain a current Employee list accessible to DHHS upon request. The current Employee list must include all approved Employees during the preceding two payroll periods and include:
 - (A) each Employee's name, the Employer's name, and the PID or name of the Person to whom the Employee is providing services; and
 - (B) the Employees demographics and identifying information retained by the Contractor, including the current contact information for each Employee.
- (5) complete and have available for review to Employees, Employers, Support Coordinators and DSPD, a quarterly report detailing the federal employment tax filings, the summarizing quarterly FUTA, and annual SUTA filings to the DWS for each Employee. The quarterly report must be available by the 15th of the month following the close of each quarter; and
- (6) when requested by DHHS or Medicaid, generate service management, statistical information, and other reports required. Reports generated for Medicaid must also be submitted to the DHHS Waiver manager(s).

M. Rate Description.

- (1) FMS is a per Person per month rate. FMS may only be billed for months when the Employer's payroll is processed.
- (2) CPS and TFA are services provided one-on-one directly to the Employer. The Contractor shall submit to DHHS for payment of the service at the time of service. CPS and TFA must be in the Person's Service Authorization Form prior to providing or billing for the service.
- (3) FMB is an annual per Employee background screening rate. FMB can be billed for each initial and renewal Employee background screening processed by the Contractor. If an employee needs more than one background screening in a year, additional units of FMB must receive prior authorization in writing by DHHS.
- (4) Fingerprinting "FP1" is reimbursed to the Contractor as a pass-through rate not to exceed the maximum payable rate in the Rate Table. The Employee must submit the receipt for the cost of fingerprinting when required for a background screening. The Contractor will reimburse the Employee for the cost of the fingerprinting up to the maximum allowable rate. The Employee will be responsible for any fingerprinting costs that exceed the maximum allowable FP1 rate.

- (5) The Contractor is reimbursed the pass-through rate by DHHS for processing Employer' payroll, including Employer taxes and Workers' Compensation Insurance. Contract payments cannot exceed the SAS service maximum allowable rate.

Article 6
BILLINGS

6.1. Division Specific Payment Terms and Billing Information. The Contractor must submit billing differently depending on whether services are provided for DSPD, SOC, or other DHHS Agencies.

- (1) DSPD Specific Billing Requirements. For Medicaid billings:
- (A) the Contractor will be paid for Medicaid services in accordance with Medicaid rules and procedures. FMS, TFA, CPS, and all SAS service codes are Medicaid services when the Person is receiving services through a HCBS Waiver.
 - (B) if the Contractor selects to direct bill through the Medicaid payment system:
 - (1) the Contractor must use the posted rates for this contract to submit for payment. If the Contractor submits for payment through the Medicaid payment system at rates greater than the posted rates for this contract, the Contractor will be required to pay DHHS the difference between the amount paid to the Contractor by Medicaid and the contract amount; and
 - (2) DHHS will not pay the Contractor for any services billed to Medicaid, including any claims denied by Medicaid.
 - (C) for DSPD billings the Contractor shall:
 - (1) comply with all DSPD billing requirements;
 - (2) submit billings using the "Electronic 520 Billing" process by entering billing data directly into UPI, or uploading the billing data file directly into UPI in a format approved by the DSPD USTEPS team. A paper 520 billing form may be submitted;
 - (3) comply with the UPI Employee registry to set up the unique identifier for each Employee that will be stamped on each payment belonging to the Employee;
 - (4) submit Employee daily timesheet records for each pay period as individual payments directly into the UPI system required data fields;
 - (5) input all required UPI data fields as require by DSPD; and

- (6) understand that submission of late timesheet records or duplicate timesheet records with overlapping times or services, within the same day, may not be paid.
- (D) for payment of non-Medicaid services, the Contractor must email monthly invoices to dsdpinvoice@utah.gov. FMB and FP1 are non-Medicaid services. The invoice must include:
 - (1) the Contractor's name;
 - (2) an invoice number and date the invoice was created;
 - (3) description of the service, the service code, and the month and year the service was rendered;
 - (4) the HCBS Waiver or other program with which the service is associated;
 - (5) the total amount owed for services;
 - (6) an approval signature line for the Contractor and DSPD. The Contractor must sign the Contractor approval line; and
 - (7) backup documentation, including an itemized list by Person's name and PID, service code with specific service date, and dollar amount. For FMB, include whether the background screening was for a new or renewal screening.
- (2) SOC Specific Billing Requirements. The Contractor must email monthly invoices to systemofcare@utah.gov. The invoice must include:
 - (A) the Contractor's name and contract number;
 - (B) an invoice number and date the invoice was created;
 - (C) the Person's name, date of birth, and PID if the PID is known;
 - (C) the service code(s) and the month and year the service was rendered;
 - (E) the total amount of units and dollars for each service code; and
 - (F) the total dollar amount owed for services.

Article 7 OUTCOMES

- 7.1 Outcomes.** The intended outcome of this service is timely and accurate electronic payroll processing and completion of required background screenings for Employees of Persons utilizing DSPD and SOC Self-Administered Services.

7.2 Outcome Measurements.

- (A) Percent of employee payroll processing completed within 14 days of the end of the pay period.
- (B) Number and percent of payroll processing errors.
- (C) Percent of background screenings completed within 14 days of submission by the employer.

7.3 Outcome Reporting.

The Contractor shall create a fiscal year outcome annual report. The fiscal year is July 1 - June 30th. The outcome annual report will be submitted via email to dspdprisimliaison@utah.gov by July 30th, 30 days after each fiscal year end. The outcome annual report must include measures from 7.2 above.