

Personal Support Worker Provider Enrollment Application and Agreement

This Provider Enrollment Application and Agreement "Agreement", sets forth the conditions and agreements for being enrolled as a provider with the State of Oregon Department of Human Services (DHS), Office of Developmental Disabilities Services (ODDS) and to receive a provider number in order to receive payment for services furnished by the provider to approved service recipients in Oregon. Payments for services are made using federal Medicaid and state funds.

Type of action requested

- New application
- Re-enrollment: Provider number: _____ Effective: _____
- New name: _____
Former name or provider number: _____
- Revalidation (*only when requested by DHS*): Provider number: _____

Provider information

Name (*First, middle initial, last*): _____

Street address: _____ City: _____ State: _____

ZIP code (+4): _____ County: _____

Phone number: _____ Fax number: _____

Mailing address: _____ City: _____

State: _____ ZIP code (+4): _____

Date of birth: _____ Tax ID (*SSN or TIN*): _____

Email: _____

Contact name: _____ Contact phone number: _____

Contact email: _____

To be completed by DHS

Provider number: _____

AGREEMENT:

This Personal Support Worker (PSW) Provider Application and Enrollment Agreement (*Agreement*) sets forth the relationship between the State of Oregon, DHS, ODDS, Division of Medical Assistance Programs (DMAP), and the applicant named above (*hereafter, "Provider"*) regarding payment by DHS or entities funded and authorized by DHS to pay for prior-authorized publicly funded in-home services provided to an eligible Recipient.

1. Compliance with applicable laws:

Provider understands and agrees:

- a. Provider shall comply with federal, state and local laws and regulations applicable to items and services under this Agreement, including but not limited to Oregon Administrative Rules (OAR) 407-120-0325.
 - b. That if any term or provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
 - c. That failure to comply with the terms of this Agreement or any applicable DHS rules may result in termination, sanctions, or payment recovery, subject to provider appeal rights, pursuant to DHS rules.
2. **Recipient Eligibility:** Provider will be paid pursuant to this Agreement for services to a Recipient who has an eligible service plan that has been approved by DHS or an entity authorized to approve services through a contract with DHS. Any payment made for services provided outside of the service plan or payment for services in excess of the approved service plan or payment for services to ineligible Recipients is the sole responsibility of the Provider and shall be repaid.

3. Recordkeeping — Access; Confidentiality of Recipient's Records:

Provider understands and agrees that:

- a. Recordkeeping:
 - i. Provider shall maintain such records as are necessary to fully disclose the specific care and services provided to an eligible Recipient served under this Agreement for which reimbursement is claimed, in compliance with applicable administrative rules.
 - ii. Provider is responsible for the completion and accuracy of financial and clinical records and all other documentation regarding the specific care and services for which payment has been requested.
 - iii. Provider shall retain and keep accessible all such records for the longer of: six years following final payment and termination of this Agreement; any period as

required by applicable law, including retention schedules set forth in OAR, Chapter 166; or until the conclusion of any audit, controversy, or litigation arising out of or related to this Agreement.

b. Access:

- i. All financial and timekeeping records and all other documentation pertaining to services rendered under this Agreement shall be made available to DHS, the Recipient's case managing Community Developmental Disability Program (CDDP), Recipient's Brokerage, Oregon Department of Justice Medicaid Fraud Unit, the Oregon Secretary of State's Office and the federal government, and their duly authorized representatives to examine, audit and make copies.
- ii. A Recipient's records are confidential and may be given only to the Recipient, or to others with the prior written consent of the Recipient, the Recipient's legal guardian, or other person acting with power of attorney for the Recipient and in compliance with all applicable state and federal law requirements, or for purposes directly connected with the administration of the public assistance laws and this Agreement.

4. **Active Enrollment:** By signing this Agreement, the Provider agrees Provider is available and able to provide services to one or more Recipients who are eligible for publicly-funded in-home services in Oregon. This Agreement will be inactivated if services are not authorized or paid during a twelve-month period. Following inactivation, the Provider may reapply for enrollment as a PSW if Provider wants to provide services to DHS Recipients.
5. **Eligibility and Continued Participation:** Eligibility and continued participation as a PSW is conditioned on Provider's execution and delivery of the application and required certification, and the continued accuracy of that information. Provider must continue to meet provider enrollment qualifications and cooperate with re-enrollment procedures including background checks bi-annually or more frequently when requested by DHS. The information disclosed by Provider is subject to verification by DHS. This information will be used for purposes related to the administration of the Personal Support Worker program.
6. **Provider suspensions and payment recovery:** Failure to comply with the terms of this Enrollment Agreement, ODDS rules and the DMAP's rules, or failure of the application to be accurate in any respect, may result in suspension, termination of this Agreement, or payment recovery pursuant to OAR, chapter 411, division 370 and OAR, chapter 407, division 120 rules.
7. **Statewide Registry and Referral System:** The Oregon Home Care Commission (OHCC) has an internet-based, statewide Registry and Referral System (RRS) to assist Recipients in finding qualified in-home providers. Provider understands that if Provider

agrees to be referred to prospective client-employers (*Recipients*) through the RRS, Provider's contact information (*name, phone number and provider number*) will be released to anyone seeking in-home services, and that if Provider does not want Provider's contact information disclosed, Provider will not be eligible for referral to prospective Recipients. ***(Failure to check either box will be deemed as Provider's election NOT to be referred to prospective recipients.)***

I agree to have my contact information released through the RRS: Yes No

8. Provider Signature

I have read the forgoing Provider Application and Agreement and the attached Exhibit A, understand it and agree to abide by its terms and conditions. I further understand and agree that violation of any of the terms and conditions of this Agreement constitute grounds for termination of this Agreement and may be grounds for other sanctions as provided by statute, administrative rule, or this Agreement.

Print name of provider: _____

Signature of provider

Date



Oregon Department of Human Services
Aging and People with Disabilities
Office of Developmental Disabilities

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1. MEDICAID PARTICIPATION

Provider understands and agrees that:

- A. Information disclosed by Provider is subject to verification. This information will be used for purposes related to the administration of the Medicaid program.
- B. Provider will notify DHS of any changes which would affect this Agreement, or payment for services covered by this Agreement, within thirty (30) days of the change.
- C. Provider shall, upon reasonable request by DHS, OHA, Oregon Medicaid Fraud Unit, Oregon Secretary of State's Office, Center for Medicare and Medicaid Services or their agents or designated contractors, grant immediate access to review and copy any and all records relied on by Provider in support of care and services provided under this Agreement. The term "immediate access" means access to records at the time the written request is presented to the Provider.
- D. Provider is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by Oregon Revised Statutes (ORS) 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321, and 323 and the elderly rental assistance program under ORS 310.630 and 310.706 and local taxes administered by the Department of Revenue under ORS 305.620.
- E. Provider is not subject to backup withholding because Provider is exempt from backup withholding, has not been notified by the IRS that Provider is subject to backup withholding as a result of failure to report all interest or dividends, or the IRS has notified Provider that it is no longer subject to backup withholding.
- F. Provider has not and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts.
- G. Provider is not included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of Treasury and currently found at:
<http://www.treas.gov/offices/enforcement/ofac/sdn/tl1sdn.pdf>.
- H. Provider shall at all times be qualified and professionally competent to perform work under this Agreement.
- I. Any communication or notices from the Provider shall be given in writing via personal delivery, via e-mail, facsimile, or regular mail, postage prepaid, to DHS.

Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the date of mailing; if transmitted by facsimile, it shall be deemed received and effective on the day the transmitting machine generates a receipt of successful transmission if during normal business hours or the next day if after normal business hours; and if delivered by personal delivery, it shall be deemed received and effective when actually delivered and confirmed by telephone to DHS.

- J. All information submitted by Provider in this Agreement is true and accurate. Any deliberate omission, misrepresentation or falsification of any information provided or contained in any communication supplying information to DHS may be punished by administrative or criminal law or both, including, but not limited to, refusal to issue a DHS provider number, revocation of the DHS provider number and recovery of any overpayments.

2. SERVICES

Provider understands and agrees that:

- A. Provider shall perform services identified in the Recipient's service plan in accordance with the following rules as applicable:
1. OAR chapter 411, division 305 (*Family Support Services*)
 2. OAR chapter 411, division 308 (*Long-Term Support for Children with Developmental Disabilities*)
 3. OAR 411-320-0160 (*Crisis/Diversion Services*)
 4. OAR chapter 411, division 330 (*Comprehensive In Home Support for Adults with Developmental Disabilities*)
 5. OAR chapter 411, division 340 (*Support Services for Adults with Developmental Disabilities*)
 6. OAR 411-034-0000 through 411-034-0090 (*State Plan Personal Care*)
- B. Provider shall not enter into any subcontract or authorize another individual to perform the services authorized by this Agreement.

3. PAYMENT

Provider understands and agrees that:

- A. DHS, CDDPs, Brokerages, or a fiscal intermediary (FI) on behalf of a CDDP or Brokerage, shall pay Provider for work provided under this Agreement that is authorized for payment and applicable to in-home PSW services. Payments made by DHS from public funds are subject to ORS 293.462. DHS and Provider's obligations with respect to DHS payments to Provider are set forth in OAR chapter 411, divisions 027 and 370; OAR chapter 407, division 120; and OAR chapter 410, division 120 rules.

- B. Payment received from DHS, a CDDP, a Brokerage, or FI of DHS, a CDDP or Brokerage, for any PSW service provided under this Agreement is payment in full. Provider shall not make any additional charge to eligible Recipients served under this Agreement except as may be specifically allowed by DHS rules. Payment amount and methodology for making a payment is determined using the procedures described in applicable DHS rules. By accepting payment, Provider certifies compliance with all applicable DHS rules. Provider shall not receive payment for work performed after the expiration or termination of this Agreement.
- C. As a condition of payment, Provider must meet and maintain compliance with this Provider Enrollment Application and Agreement and payment rules OAR 407-120-0300 through 407-120-1505, OAR chapter 410, division 120, 42 CFR 455.400 through 455.470, as applicable, and 42 CFR 455.100 through 455.106.
- D. Any overpayment made to Provider by DHS, a CDDP, a brokerage or a FI may be recouped as authorized by law including, but not limited to withholding of future payments to Provider.
- E. DHS has currently contracted sufficient funds to the CDDPs, Brokerages and other contractors to make payments under this Provider Agreement within DHS' biennial budget. Payment for PSW services performed is contingent on DHS receiving from the Oregon Legislative Assembly or other expenditure authority sufficient funding to allow DHS, in its reasonable administrative discretion to continue funding the CDDPs, Brokerages and other contractors.
- F. Provider is not an officer, employee, or agent of DHS and shall not be deemed for any purpose (*other than collective bargaining as provided by State law*) to be an employee of the State of Oregon. The Provider shall perform all work as an employee of an eligible Recipient who is responsible for determining the appropriate means and manner of Provider's performance. The Provider further understands and agrees that Provider is not employed by any CDDP, Brokerage or other DHS contractor and shall not for any purposes be deemed to be an employee of the CDDP, the Brokerage or other DHS contractor regardless of whether one of these entities assists the Recipient (*employer*) in selecting the Provider or is acting as the Recipient's representative. The Recipient (*employer*) is responsible for interviewing and hiring his or her own employees, including Provider.
- G. Provider enrollment and issuance of a provider number does not constitute a guarantee of work. The terms of the employment relationship are the responsibility of the Recipient who receives the in-home service and Provider is considered a domestic servant and therefore is not subject to minimum wage or overtime protections under state and federal laws. Such providers are not subject workers under ORS 656.027 (1) and ORS 411.159.

4. Duration and termination of Agreement

- A. This Agreement must be renewed within two years from the effective date of this Agreement. Upon issuance of a provider number, the effective date of this Agreement shall be the date Provider signed this Application and Agreement.
- B. DHS will terminate or suspend this Agreement if:
- The Provider fails to submit timely, complete and accurate information or cooperate with any screening requirements, unless DHS determines it is not in the best interest of the Medicaid program.
 - The Provider is terminated under title XIX of the Social Security Act or under a Medicaid program or CHIP program of any State.
 - The Provider fails to submit fingerprints in a form and manner to be determined by DHS within 30 days of a Centers for Medicare & Medicaid Services (CMS) or a DHS request, unless DHS determines it is not in the best interest of the Medicaid program.
 - CMS or DHS determines that the Provider has falsified any information provided on the application or if CMS or DHS cannot verify the identity of the Provider applicant.
 - DHS fails to receive funding, appropriations, limitations, or other expenditure authority at levels that DHS or the specific program determines to be sufficient to pay for the services or items covered under this Agreement.
 - Federal or state laws, regulations or guidelines are modified or interpreted by DHS in a manner such that either providing the services or items under the Agreement is prohibited, or DHS is prohibited from paying for such services or items from the planned funding source.
 - DHS issues a final order revoking the Provider number based on a sanction under termination terms and conditions established in program-specific rules or contract.
 - The Provider no longer holds a required license, certificate or other authority to qualify as a provider. The termination will be effective on the date the license, certificate or other authority is no longer valid. Or;
 - The Provider fails to meet one or more of the requirements governing participation as a DHS enrolled provider including the requirement to pass a background check every two years. In addition to termination or suspension of the Agreement, the Provider number may be immediately suspended, in accordance with OAR 407-120-0360. No services or items shall be provided to clients during a period of suspension. And;
 - DHS may terminate this Agreement at any time with written notification to Provider.
- C. Provider may terminate this Agreement at any time, subject to specific provider termination requirements in OHA rules, DHS program-specific rules, federal regulations and this Agreement by submitting a written notice in person or by certified mail listing a specific termination effective date. Termination of this Agreement does not relieve the Provider of any obligations for covered services or items provided for

dates of service during which the Agreement was in effect. Provider notifications must be submitted a minimum of 60 days prior to the termination effective date and must be sent to the local office and to DHS, Contracts Administration Unit. The Provider and DHS may mutually agree in writing to an immediate termination date or any later date agreed to in writing.

5. Indemnification

Provider shall indemnify and defend the State of Oregon, CDDPs, Brokerages or their Fiscal Intermediaries, their respective agencies and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever arising out of, or relating to the acts or omissions of Provider under this Agreement.

Reference Links:

[OAR Division 411, Chapter 370](#)

[OAR Division 407, Division 120](#)

<http://www.oregon.gov/DHS/spd/provtools/index.shtml#CDDP>

**Return completed document to:
Office of Developmental Disabilities Services
Contracts Administration Unit
500 Summer St. NE, E09
Salem, OR 97301
Fax: 503-373-7274**