



**In Home Care Agency,
 Specialized Living Program,
 Adult Day Services
 Medicaid Provider Enrollment
 Application and Agreement**

This Provider Enrollment Application and Agreement, hereinafter referred to as the “Agreement”, sets forth the conditions and agreements for being enrolled as a provider with the State of Oregon Department of Human Services (DHS), Aging and People with Disabilities Division (APD) or Office of Developmental Disability Services (ODDS) and to receive a provider number. The provider number is required to receive payment for Medicaid services furnished by the provider to Medicaid-eligible individuals in Oregon home and community-based settings. Payments for services are made using federal Medicaid and state funds.

Type of action requested

- New enrollment
- Provider name change: _____
- Renewal or re-enrollment of provider number: _____
- Revalidation (*only when requested by DHS*) provider number: _____

Provider information

Disclosure of Social Security Numbers is required pursuant to 42 USC 405(c)(2)(C)(i) for the purpose of establishing identification 42 CFR 455.104 and 455.436 for the purpose of exclusion verification and 26 CFR 301-6109-1 for the purpose of reporting tax information. DHS may report information to the Internal Revenue Service (IRS) and the Oregon Department of Revenue under the name and Social Security Number (SSN) or Taxpayer Identification Number (TIN) provided below.

Legal entity (owner)

Owner name (<i>exactly as filed with the Oregon Secretary of State Corporation Division</i>):		
Street address:		City/State/ZIP(+4):
County:	Phone number:	Fax number:
Mailing address:		City/State/ZIP(+4):
Email:	Tax ID number (SSN or FEIN):	DOB (<i>if applicable</i>):
In-Home Agency License number, if applicable:	License effective date:	License expiration date:
Contact name:	Contact phone:	Contact email:

Agency or Program Location (Principal Place of Business)

Name:

DBA name *(if applicable, exactly as filed with the Oregon Secretary of State Corporation Division)*:

Street address:

City/State/ZIP(+4):

County:

Phone number:

Email:

Fax number:

Mailing address:

City/State/ZIP(+4):

Contact name:

Contact phone:

Contact email:

Provider Type (Choose One): In Home Care Agency (APD 93-930) (DD 78-930)
 Specialized Living Program (APD 91-850) (DD 78-850)
 Specialized Living Program HUD (APD 91-855)
 Specialized Living Program IC (APD 91-860)
 Adult Day Services (APD 74-725) (DD 78-725)

Consumers Served: Aging and People with Disabilities (APD)
 Office of Developmental Disability Services (ODDS)

Management company name *(if applicable)*:**Business designation**

Check one:

- Corporation Sole proprietorship Limited liability company
 General partnership Limited partnership Tribal-owned
 Other: _____

Disclosure of ownership or control interest

- A)** List any organization* or individual that meets one or more of the following:
- 1) Direct ownership interest in the provider entity totaling 5 percent or more;
 - 2) Indirect ownership interest in the provider entity totaling 5 percent or more;
 - 3) Combination of direct and indirect ownership interest in the provider entity equal to 5 percent or more;
 - 4) Owns an interest of 5 percent or more in any mortgage, deed of trust, note or

other obligation secured by the provider entity if that interest equals at least 5 percent of the value of the property, or assets of the provider entity; or

5) Is a partner in the provider entity that is organized as a partnership.

See, "Examples" on last page of this form regarding how to determine whether individuals and organizations hold 5% or more direct or indirect ownership.

*For corporate addresses you must include the primary business address, any P.O. Box and every other business location.

Name:		Title:		Percentage of ownership:
DOB:	SSN:	EIN:	Entity type: {Select one}	
*Address: Street		City	State	ZIP (+4)

Name:		Title:		Percentage of ownership:
DOB:	SSN:	EIN:	Entity type: {Select one}	
*Address: Street		City	State	ZIP (+4)

Name:		Title:		Percentage of ownership:
DOB:	SSN:	EIN:	Entity type: {Select one}	
*Address: Street		City	State	ZIP (+4)

Name:		Title:		Percentage of ownership:
DOB:	SSN:	EIN:	Entity type: {Select one}	
*Address: Street		City	State	ZIP (+4)

Name:		Title:		Percentage of ownership:
DOB:	SSN:	EIN:	Entity type: {Select one}	
*Address: Street		City	State	ZIP (+4)

Name:		Title:		Percentage of ownership:
DOB:	SSN:	EIN:	Entity type: {Select one}	
*Address: Street		City	State	ZIP (+4)

Name:		Title:		Percentage of ownership:
DOB:	SSN:	EIN:	Entity type: {Select one}	
*Address: Street		City	State	ZIP (+4)

Name:		Title:		Percentage of ownership:
DOB:	SSN:	EIN:	Entity type: {Select one}	
*Address: Street		City	State	ZIP (+4)

Attach additional pages as necessary.

- B)** List any organization or individual with an ownership or control interest in any subcontractor in which the provider has a 5 percent or more direct or indirect interest. See, 42 CFR 455.104.

Name (<i>as reported to IRS</i>):			DOB:	
Address:	Street	City	State	ZIP (+4)
SSN:			DHS provider number:	

Name (<i>as reported to IRS</i>):			DOB:	
Address:	Street	City	State	ZIP (+4)
SSN:			DHS provider number:	

Name (<i>as reported to IRS</i>):			DOB:	
Address	Street	City	State	ZIP (+4)
SSN:			DHS provider number:	

C) If the Provider is a corporation, list all officers or directors. (e.g.; board of directors, CEO, etc.).

Name:				Title:				DOB:	
Address: Street		City		State		ZIP (+4)		Social Security number	

Name:				Title:				DOB:	
Address: Street		City		State		ZIP (+4)		Social Security number:	

Name:				Title:				DOB:	
Address: Street		City		State		ZIP (+4)		Social Security number:	

Name:				Title:				DOB:	
Address: Street		City		State		ZIP (+4)		Social Security number:	

Name:				Title:				DOB:	
Address: Street		City		State		ZIP (+4)		Social Security number:	

D) List those persons named in A, B or C that are related to each other or to the provider as spouse, parent, child or sibling. See, 42 CFR 455.104.

Name:	Relationship:	Name of relation (include provider):

E) Other Businesses: List any other provider entity (individual or organization) or subcontractor in which the provider or any of the persons listed in A have an ownership or control interest.

Name:	DHS/OHA provider number:

- F) List all managing employees that exercise day-to-day operational or managerial control of the provider.
- Managing employee means: a general manager, business manager, administrator, director or other individual who exercises direct or indirect operational or managerial control over the day-to-day operations of an institution, organization or agency;
 - Include any management organization, as well as any employees of the management organization, that meets the above managing employee definition.

Name (as reported to IRS):		Title:	
DOB:	SSN:	FEIN:	
Address: Street	City	State	ZIP (+4)

Name (as reported to IRS):		Title:	
DOB:	SSN:	FEIN:	
Address: Street	City	State	ZIP (+4)

Name (as reported to IRS):		Title:	
DOB:	SSN:	FEIN:	
Address: Street	City	State	ZIP (+4)

- G) List the name of any person named in A, C or F that has been convicted of a criminal offense or has been suspended or debarred from participation related to that person's involvement in any program under Medicare, Medicaid or the title XX services program since the inception of those programs.

Name:

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 shall designate a staff person as Provider's primary contact for communications between Provider and DHS.

- C. Provider will notify DHS of any changes which would affect this Provider Agreement or payment for services covered by this Agreement, within thirty (30) days of the change;
- D. Provider shall, upon reasonable request by DHS, Oregon Health Authority (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.
- E. Provider will furnish to DHS or to the Health and Human Services (HHS) Secretary, within thirty-five (35) days of the date of the request, full and complete information about the ownership of any subcontractor with whom the Provider has had business transactions totaling more than \$25,000 during the twelve (12) month period ending on the date of the request and any significant business transactions between the Provider, and any wholly owned supplier or between the Provider and any subcontractor, during the 5 year period ending on the date of the request. See, 42 CFR 455.105.
- F. Provider is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by 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 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620.
- G. 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 a failure to report all interest or dividends, or the IRS has notified Provider that it is no longer subject to backup withholding.
- H. 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.
- I. Provider and its employees or agents are 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 the Treasury and currently found at: www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf;
- J. Provider shall at all times be qualified, professionally competent and actively licensed to perform work under this Agreement.
- K. Any communication or notices from the Provider shall be given in writing via: personal delivery, 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 5 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.
- L. 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: denial or revocation of the Provider's license; refusal to issue a DHS Provider number; revocation of the DHS Provider number; and recovery of any overpayments.

- M.** Provider acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) the Contractor and that pertains to this Agreement or to the services for which the work pursuant to this Agreement is being performed. Provider certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Provider further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against Provider.

2. — Services

Provider understands and agrees that:

- A.** Services provided to Medicaid-eligible individuals served under this Agreement will be in accordance with all applicable provisions of state and federal statutes, rules, regulations and current Medicaid contracts governing the reimbursement of services under Medicaid, as those laws, rules and regulations may be adopted or amended from time to time.
- B.** If Provider is an In-Home Care Agency, it shall:
- 1) For APD consumers, perform all work and operations under its Oregon Health Authority (OHA) Public Health Division IHC - Comprehensive license and in accordance with the DHS In-Home Care Agency contract, Oregon Administrative Rules (OAR) 333-536-0000 through 333-536-0125, OAR 411-030-0090, and Board of Nursing rules OAR chapter 851 division 045, OAR chapter 851 division 047, OAR chapter 851 division 048, and OAR 411-048-0180 as well as all applicable federal law.
 - 2) For ODDS consumers, perform all work and operations under its OHA Public Health Division IHC license and in accordance with Oregon Administrative Rules (OAR) 333-536-0000 through 333-536-0125, OAR 411-030-0090, and Board of Nursing rules OAR chapter 851 division 045, OAR chapter 851 division 047, OAR chapter 851 division 048, and OAR 411-048-0180 as well as all applicable federal law. Provider will adhere to written agreements between the individual receiving services, or their designated representative, and the Provider, including any requirements to perform its work in accordance with ODDS program specific Oregon Administrative Rules and individual specific service delivery requirements.
- C.** If Provider is a Specialized Living program, it shall:
- 1) For APD consumers, perform all work and operations under the program's Medicaid contract and OAR 411- 065- 0000 through 411-065-0050.
 - 2) For ODDS consumers, adhere to written agreements between the individual receiving services, or their designated representative, and the Provider, including any requirements to

perform its work in accordance with ODDS program specific Oregon Administrative Rules and individual specific service delivery requirements.

- D. If Provider is an Adult Day Service program, it shall:
 - 1) For APD consumers, perform all work and operations under the program's Medicaid contract and OAR 411-066-0000 through 411-066-0020.
 - 2) For ODDS consumers, adhere to written agreements between the individual receiving services, or their designated representative, and the Provider, including any requirements to perform its work in accordance with ODDS program specific Oregon Administrative Rules and individual specific service delivery requirements.
- E. Provider shall not disclose any information concerning Medicaid-eligible individuals served under this Agreement to third-parties except as allowed by law or with the prior written consent of the Medicaid-eligible individual, the Medicaid-eligible individual's legal guardian or other person acting with power of attorney for the Medicaid-eligible individual and in compliance with all applicable state and federal law requirements.

3. — Payment

Provider understands and agrees that:

- A. DHS payment for any service provided under this Agreement is payment in full. Provider will not make any additional charge to Medicaid-eligible individuals served under this Agreement except when specifically allowed by DHS administrative rules. Payment amount for specific services is defined in the Medicaid contract. By accepting payment, Provider certifies compliance with all applicable DHS rules. DHS will not pay Provider for work performed after the expiration or termination of the Provider's license or this Agreement.
- B. DHS shall pay Provider for work provided under this Agreement that is authorized for payment. See, ORS 293.462. DHS and Provider obligations with respect to DHS payment to Provider are set forth in OAR chapter 411, division 027, OAR chapter 407, division 120 and OAR chapter 410, division 120 rules.
- C. As a condition of payment, Provider must meet and maintain compliance with the Provider enrollment and payment rules OAR 407-120-0300 through 407-120-1505 and 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 may be recouped by DHS as authorized by law including, but not limited to withholding of future payments to Provider.
- E. DHS has sufficient funds currently available and authorized to make payments under this Provider Agreement within DHS' biennial budget. Payment for services performed is contingent on DHS receiving from the Oregon Legislative Assembly appropriations or other expenditure authority sufficient to allow DHS, in its reasonable administrative discretion, to continue to make payments.
- F. Provider is not an officer, employee or agent of the Department and shall not be deemed for any purpose an employee of the State of Oregon. The Provider shall perform all work as an

independent contractor being responsible for determining the appropriate means and manner of performance.

- G. Provider will ensure that criminal history checks are conducted on its or any subcontractor's employees or volunteers, or any direct care Providers of clients, for which the Provider gives service authorization as required by Criminal History Rules, OAR 407-007-0200 through OAR 407-007-0370, ORS 181.533 through ORS 181.538, ORS 443.004 and 42 CFR 455.434.
- H. Provider will not use public funds to support, in whole or in part, the employment of individuals in any capacity having contact with Medicaid-eligible individuals who have been convicted of a crime as identified under ORS 443.004(3).
- I. Provider is responsible for providing employment-related benefits and deductions for employees that are required by law.
- J. DHS and Provider are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that Provider's performance under this Agreement is solely for the benefit of DHS to accomplish its statutory mission. Nothing in this Agreement gives or shall be construed to give or provide any benefit or right, whether directly or indirectly to third persons that are any greater than the rights and benefits enjoyed by the general public.

4. — Compliance with applicable laws

Provider understands and agrees that:

- A. Provider shall comply and require all subcontractors to comply with federal, state and local laws and regulations applicable to items and services under this Agreement, including but not limited to OAR 407-120-0325, as they are amended from time to time. Without limiting the generality of the prior sentence, the Provider expressly agrees to comply and require all subcontractors to comply with all of the laws, regulations and executive orders listed under OAR 410-120-1380 to the extent they are applicable to the items and services provided under this Agreement.
- B. Provider, if applicable, shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.
- C. Provider agrees 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 right 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.
- D. 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.

5. — Record keeping and access to records

Provider understands and agrees that:

- A. Provider shall keep such records as are necessary to fully disclose the specific care and services provided to Medicaid-eligible individuals served under this Agreement for which reimbursement is claimed, in compliance with the applicable DHS rules, including any requests received from any state or federal agency responsible for administration or oversight of the program. 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.
- B. Provider shall retain and keep accessible all records for the longer of six years following final payment and termination of 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.

6— Duration and termination of agreement

Provider understands and agrees that:

- A. This Agreement must be renewed within 5 years from the Effective Date of this Agreement. If the Provider has met all applicable requirements, this Agreement is effective the date it is signed by the provider, or as otherwise allowed by DHS.
- B. DHS will terminate or suspend this Agreement if:
 - The Provider or a person with 5 percent or greater direct or indirect ownership interest in the Provider, its agent or managing employee fails to submit timely, complete and accurate information, or cooperate with any screening requirements, unless DHS determines it is not in the best interests of the Medicaid program;
 - Any person with a 5 percent or greater direct or indirect ownership interest in the Provider has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid or title XXI program in the last 10 years, unless DHS determines it is not in the best interests of the Medicaid program;
 - The Provider is terminated under title XVIII of the Social Security Act or under the Medicaid program or Children's Health Insurance Plan (CHIP) program of any State;
 - The Provider or any person with a 5 percent or greater, direct or indirect, ownership interest in the Provider fails to submit sets of fingerprints in a form and manner to be determined by DHS within 30 days of a Centers for Medicare and Medicaid Services (CMS) or a DHS request, unless DHS determines it is not in the best interests of the Medicaid program;
 - The Provider fails to permit access to Provider locations for any site visits under 42 CFR 455.432, unless DHS determines it is not in the best interests 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 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;
- The Provider fails to meet one or more of the requirements governing participation as a DHS enrolled Provider. In addition to termination or suspension of the Agreement the Provider number may be immediately suspended in accordance with OAR 407-120-0360; or,
- 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 or federal regulations 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 the dates of services 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 Provider Relations Unit. The Provider and DHS may mutually agree in writing to an immediate termination date or any later date agreed to in writing.

7 — Indemnification

PROVIDER SHALL INDEMNIFY AND DEFEND THE STATE OF OREGON, ANY OREGON COUNTY AREA AGENCY ON AGING, 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 OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS AGREEMENT.

PROVIDER: I have read the foregoing Agreement, 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 or authorized official

Title of authorized official *(if applicable)*

Signature of Provider or authorized official

Date

Disclosure of ownership or control interest continued.

EXAMPLE: Direct ownership, mortgage, deed of trust, note or other obligation secured

- In order to determine percentage of ownership in a mortgage, deed of trust, note or other obligation, the percentage of interest owned in the obligation is multiplied by the percentage of the disclosing entity's assets used to secure the obligation. For example, if A owns 10 percent of a note secured by 60 percent of the provider's assets, A's interest in the provider's assets equates to 6 percent and must be reported. Conversely, if B owns 40 percent of a note secured by 10 percent of the provider's assets, B's interest in the provider's assets equates to 4 percent and need not be reported.

Indirect ownership interest

EXAMPLE: Indirect ownership interest.

- The amount of indirect ownership interest is determined by multiplying the percentages of ownership in each entity. For example, if A owns 10 percent of the stock in a corporation which owns 80 percent of the stock of the disclosing entity, A's interest equates to an 8 percent indirect ownership interest in the disclosing entity and must be reported. Conversely, if B owns 80 percent of the stock of a corporation, which owns 5 percent of the stock of the disclosing entity, B's interest equates to a 4 percent indirect ownership interest in the disclosing entity and need not be reported.

Partnership

EXAMPLE: General partnership

- If a partnership has 2 or more owners with differing ownership interests all partners, regardless of the percentage of ownership, must be reported.