

Adults with Developmental Disabilities want your support for these activities and more:

Community Living Supports: supporting individual to gain or maintain skills to live as independently as possible.

Community Inclusion Supports: services that enhance independence, productivity and integration. These allow the individual to participate in activities in community settings of the person's choice.

Respite Care: Short term care and supervision to give the primary care giver a chance to care for themselves.

Supported Employment: job training and supervision to assist an individual getting and keeping a job in a community business setting.

Our Vision

Full Access envisions a world where equal access ensures that all people live, work and recreate in their community, consistent with their preferences and choices. This is a world where partnerships thrive and support is a natural extension of community membership. In the Full Access vision dreams are pursued through active community participation, choices, and advocacy.



Full Access
1240 Charnelton Street
Eugene, Oregon
97401

Phone: (541) 284-5070
Fax (541) 284-5067

<http://fullaccess.org>



Creating opportunities for
people with developmental disabilities

**Are You
Interested in
Working For
Adults with
Intellectual or
Developmental
Disabilities?**

**“Assisting Individuals with
Developmental Disabilities
to Pursue a Quality of Life
That is Consistent With
Their Preferences and
Choices”**

Our clients, or their representative, are their own employers. You work for them.

Full Access clients may hire Personal Support Workers (PSWs) to assist with their support needs.

PSWs work under the direction and supervision of the employer.



Personal Agents support our clients in interviewing, hiring, and monitoring the supports provided by their PSWs.



What is required?

Anyone providing supports to Full Access Clients must be approved to work through the State's Express Payment & Reporting System (eXPRS).

To have an approved to work status you need to:

- Be at least 18 years of age.
- Be legally eligible to work in the US.
- Pass a Criminal History Check through the State of Oregon.
- Not be a spouse of the individual.
- Have the background, education and training to perform the tasks requested, including the:
 - ability to follow instructions
 - ability to communicate with the individual
 - knowledge needed to respond to emergencies
- Respect Confidentiality and Client rights
- Have a valid driver's license and insurance if providing transportation.

How do I Start?

Application packets are available at the Full Access office.

Our address is:
1240 Charnelton Street
Eugene, OR

Pick up a packet and fill out all the information before returning. This includes:

An application that details your skills and work history

Providing a copy of your current state issued identification

Mandatory Abuse Reporting training and card

Statement of Confidentiality and Client Rights

Criminal History Records Check

Provider Enrollment Agreement & Application (PEAA)

Personal Support Worker Guidelines



Creating opportunities for
people with developmental disabilities

Terms and Acronyms used in this document:

PSW – Personal Support Worker

PA – Personal Agent. A brokerage employee who assists the client in defining and reaching their goals.

OARs – Oregon Administrative Rules. The state rules that govern brokerage operations

Client – An individual receiving support services

IR – Incident Report. A document that describes an unusual incident involving a client.

DHS – Department of Human Services. The state department that oversees brokerage operations.

ODDS - Office of Developmental Disability Services, State of Oregon

Step One: Getting the Job

Tips:

- In addition to your resume, most brokerages have a document called a “face sheet” that summarizes your contact information and the services you offer. It behooves you to keep your face sheet current. This means that anytime your phone number, address, insurance, etc. information changes, please contact the brokerage to let them know!
- The DHS website at <http://www.oregon.gov/DHS/index.shtml> has the most current information about services and billing. At the moment, they can be found under “developmental disability” — “provider and partner resources”.
- PAs often ask each other for leads on good providers. Therefore, if you had a good interview but didn’t get hired, or take a small contract working less than you would like, the good work that you do will result in word getting around. Your skills and professionalism will pay off.

Applications/Resumes/Letters of Reference:

Generally speaking, the first contact a brokerage client will have with you is on paper, via your application. You are also encouraged to submit a resume and letters of reference if you have them. They will be looking at these documents to see what services you offer, and what experience you have. The better these documents look, the greater the chances that you will get an interview. Keep in mind that these documents will change over time, and that you will want to supply the brokerage with updated information periodically.

Offered Services:

Often, a client has specific needs or is seeking specific services. If you have specialized experience or specific skills, document them on the application. A client will want to know if you are fluent in a second language, have experience with medication management, housing, or personal care. If you have special skills, list them on your application!

During the interview:

Your interview may be conducted by the client, their family or representatives, the PA, or any configuration thereof. Because of the intimate nature of some of the work being performed, clients and their families sometimes have a very specific idea of what personal qualities their Personal Support Worker (PSW) should possess. The interview process may be as much about how you get along with the client as how qualified you are to do the job. Please do not be offended if you are eliminated based on something that seems trivial to you. Also, PA’s encourage clients to interview multiple providers as an exercise in self-advocacy. If you felt the interview went well but didn’t get the job, feel free to inquire with the PA as to why.

Remember that the interview is a chance for you to ask questions too. The service agreement will be support specific, so you will want to decide if you want to work with this person, providing these services. You cannot be paid for the support you provide until a service agreement is signed by both you and the client/employer of record and you have an active provider number and completed qualifications.

Step Two: Providing the Service

What's in the service agreement?

Again, your service agreement is considered a contract and is a legally binding agreement. It obligates you to perform those services, and only those services. It also authorizes the starting date for your services, which is based on the service agreement's start date or last date that signatures were obtained, whichever is later.

As soon as you leave the client, document the date, time, and what you did with them. Not only will this make your billing much easier and make your records more accurate, but it gives you the opportunity to remember what was in the contract, and, if it didn't happen on that day, *why* it didn't happen. You can complete this documentation directly when accessing your user account within the eXPRS payment system <https://apps.state.or.us/exprsWeb/>.

Expect the Unexpected

It sometimes happens that when you are with the client, different needs arise than were originally in the job description. The job description has sections that address maximum rate and hours per agreement, goals/description of duties, and health and safety protocols/behavior interventions/unusual incidents if applicable, so you may need to refer to it. If the client has immediate needs that you feel able to assist them with, please help them. However, you should contact the PA as soon as possible so that the PA can address these needs with the client. The PA may need adjust the plan or the service agreement to meet this new need, and your communication is critical.

If you deviate from the services outlined in the service agreement for any reason, be especially thorough in documenting these situations. If you find yourself handling the client's money, get and keep receipts. If you find yourself in a medical situation, document the events that occurred, get medical reports if necessary, record prescriptions filled or administered. These actions not only inform the PA, but they protect you from liability.

Keep in mind that you are a mandatory abuse reporter (see the Mandatory Abuse guidelines in your provider enrollment packet for more details), and that your service agreement(s) obligate you to write Incident Reports when unusual incidents occur. When in doubt about any of these things, contact the PA immediately. If you suspect the PA of abuse, contact the Director of the brokerage immediately or report directly to Protective Services.


Many clients are looking for a PSW who is able to provide transportation. Personal auto insurance is **required** for you to do this.

Using Support Service Funds Wisely

Services must be based on needs and desires of the individual. The support service funds can only be used to purchase disability related support services. These are supports that are needed due to the client disability. For example, support service funds could be used to pay for a provider to accompany a person to a community event, such as a concert, but they could not be used to pay for the concert tickets. This also means that the client has a goal or skill they wish to learn or need direct assistance with (disability related need) that requires a PSW to accompany them to attend. Just because it is fun to go places with another person doesn't meet the requirement of a disability related need.

Tips:

- Remember, you cannot be paid for the support you provide until there is a signed service agreement in place.
- Keep a copy of the job description readily available.
- It's a good idea to set up a record-keeping system with the goals clearly stated. This will help you write your progress notes when billing time comes around.
- Personal auto insurance may still put you at risk should an accident occur while you are with a client. **If you decide to use your vehicle for work, it is advisable to check with your auto insurance carrier for the best coverage options.**

 Please contact Full Access to learn about PSW and eXPRS training opportunities.

Step Three: Billing for the Service

Tips:

- If you fax your timesheets, it's a good idea to call immediately after and confirm that your fax got through. Also, clean your fax machine periodically to make sure that your faxes are legible. Full Access's fax number is:

541-284-5067

- If you mail your timesheets, remember that the brokerage isn't responsible for slow or misdirected mail. Mail is often delayed during holidays or tax season.
- Never combine clients or refer to another client in your timesheets. Each document should reference only the client and plan it applies to.

⇒ Example of the importance of sufficient Progress Notes:

A Brokerage client is diabetic and sustained a scalp injury. Part of the client PSW's job was assisting with medical needs. The client's wound got worse and the client was eventually hospitalized for several days. After the hospitalization, the PSW told the PA that they had frequently urged the client to seek medical attention and to keep the wound clean, even though the client did not comply until the wound was badly infected. If the PSW had submitted progress notes that included their attempts to help the client heal, it would support PSW if there was an accusation of negligence.

Timely billing:

You must submit your timesheets through the eXPRS payment system online <https://apps.state.or.us/exprsWeb/login.do> and provide Full Access with a signed copy of that timesheet via fax, email, or in person. Timesheets are due to Full Access according to the **Oregon State Contract Payroll Calendar**. You have the option to submit your timesheet once or twice per month, for two separate pay periods. If you miss the service claims submission deadline, you will have to wait an additional pay period for your check. However, even if you miss the deadline, you still should bill *every month*.

Timely billing not only allows you to get paid regularly, it allows the PA to effectively monitor a client's plan. It documents the work you have been doing, progress being made, and keeps the PA informed. It demonstrates that you are a reliable professional, and that you are taking responsibility for your work.

What's on the timesheet?

All timesheets contain the following information, in a prominent and legible form:

- The names of the client and Personal Support Worker
- SPD Provider number and client prime number
- The month in which services were rendered, and the hours for each date of service.
- Progress Notes for services provided.
- The signature of the client/employer of record and your signature

All timesheets include *the service code* being billed, in a clear and legible form. You will have one timesheet for every service provided, per client served. Your timesheet can be printed from your user account within the eXPRS payment system.

Progress notes, progress notes, progress notes!

All timesheets include an area for service documentation that describes both the supports and progress toward the goal, on the back of the timesheet. If you bill multiple services, you will have a timesheet for each, with space to describe the supports provided.

The importance of good progress notes—for you and the client

When incidents occur or clients are hospitalized, PSWs are expected to document these events accurately as this event may be referred to the county adult protective services for further investigation. Therefore, it is important that progress notes exhibit real accounts of the events and any safety concerns that have arisen throughout the month. This greatly reduces the risk of a PSW being accused of negligence if he/she took appropriate actions to protect the safety of a client. Please see example illustrated under "Tips".

The notes should demonstrate a client's progress towards the goals and/or barriers to this accomplishment. Are you proud of the support you are providing? Show it in your notes! Please take time each day after providing services to accurately record your hours and the supports provided.

Example of what support could look like:

- Prompted client during communication with the grocery clerk
- Hand over hand assistance with feeding
- Cued client to use emotional calming techniques to help client calm during anxiety
- Physically lifted client on and off the toilet
- Hands on assistance with filling out an job application; prompted client to fill out areas they could complete independently

Step Four: Getting Paid (and Problem-Solving)

Problem timesheets:

If your timesheet is incomplete or there are hours billed in error, you will be notified by a Full Access staff member, and will be asked to make a written correction to the timesheet. This may result in a delay in payment until you can resubmit an appropriate timesheet. Always double-check your timesheet to ensure that signatures are obtained and that your hours are accurate.

Pay dates:

You have the option of being paid once or twice monthly. The pay periods for PSWs are the 1st - 15th, and the 16th - the last day of the month. PSWs will be paid in accordance with the 'PSW Oregon State Contract Payroll Calendar' found on this page: <http://apps.state.or.us/exprsDocs/>

Record-keeping:

You will want to keep detailed and accurate records of what you billed and what you were reimbursed. This can be done by keeping a copy of each timesheet you turn in, and keeping the corresponding check stub with them. At the end of the year, you will receive a W-2 for each client that you work for from PPL, the Fiscal Intermediary, that totals all your payments for that year. You will want to reconcile that amount with your timesheets, and make sure you got paid for everything you were entitled to.

Changes in your information:

If you have a change in your address or contact information, you should contact the brokerage and let them know as soon as possible. Likewise, if you want to update your application or resume, contact the brokerage.

The brokerage will contact you periodically for updated information. Background Checks and Provider Enrollment Application Agreement (PEAA) need to be renewed every two years and take 4-6 weeks to process. If you are providing transportation, we need to keep updated ODL and auto insurance on file. Please respond to these requests in a timely manner, or, if you are no longer interested in serving brokerage clients, call and let us know. If you have not provided services for more than 12 calendar months, the brokerage may make a recommendation to ODDS that your provider number is inactivated.

Grievances and Appeals:

If you have a formal grievance with a brokerage, policy, staff, or procedure, submit a written complaint to the Brokerage Director or their designee.

Workman's Compensation:

As of 1/1/11, Personal Support Workers are eligible for workman's compensation. Please read the information included in this packet. Please fill out the DHS Form "Developmental Disabilities Employer/Personal Support Worker/Domestic Employee Information".

Tips:

- Double check your timesheet before submitting; this avoids delay in you receiving your paycheck.
- Accurate record keeping will help you during tax time.
- We are required to keep current car insurance on file for PSWs providing transportation to clients. If your car insurance expires every three or six months, expect to hear from the brokerage every three or six months.
- Your Background Check and PEAA forms need to be renewed every two years and take up to 6 weeks to process. Not completing these timely will result in you not being paid for supports that you are providing. **You can not be paid with support service funds if your credentials are expired and they can not be backdated.**

Step Five: Professionalism and Excellence in Providing Supports

Oregon Administrative Rules:

As a Personal Support Worker there are Oregon Administrative Rules that govern who is qualified to work, standards and expectations for the job, and under what circumstances the department could take action against a provider number. It is strongly suggested that you take time to read through these rules and familiarize yourself with them as they outline the professional expectations you will be held to in providing supports.

http://www.dhs.state.or.us/policy/spd/rules/411_375.pdf -Or, you may request a copy from us

eXPRS Payment System

eXPRS is a secure, web-based program that has specific user roles and permissions for viewing information and doing work (such as entering information for billing/claims). Each PSW is required to submit their service delivery hours and miles through eXPRS. In order to do this, you must first complete a user enrollment form and send it to eXPRS. You can obtain this form from their website at: (<https://apps.dhs.state.or.us/exprsWeb/>) or from us. You must have an email address that you access regularly to put on the enrollment form. eXPRS will then email you a log-in and password. Once you are able to access your user account, you will be expected to begin inputting your service delivery hours (the hours you worked are called service deliveries in eXPRS) for each day that you provide services. At the end of the pay period, you will need to print out the timesheet with submitted hours, obtain the client's signature and then submit to Full Access by the deadline.

Part of a Support Team

While the client, or their designated representative, will act as your employer and oversee the day to day functions of your job, it is important to recognize that you are part of a larger support team. Each person you work with has an Individual Support Plan that identifies their needs, strengths, risks, and choices. The Personal Agent is responsible for updating and maintaining this plan. It is important you share new or changed information about the individual's status with their Personal Agent. Additionally, the Personal Agent and the support team can be a resource to you in strategizing ways to support a person as effectively as possible. Communication is an important part of your role, and participating in team meetings and phone calls is expected from time to time though you will not be able to bill for these hours.

Oregon Home Care Commission

In 2000, the citizens of Oregon voted to amend the State Constitution to create the Home Care Commission. The Commission is responsible for ensuring the quality of home care services that are funded by the Department of Human Services for seniors and people with disabilities. The Commission is also responsible for addressing the needs of persons with developmental disabilities, mental illnesses, their family members, and personal support workers while fulfilling its mission. The Oregon Home Care Commission (OHCC) facilitates filing workers' compensation claims for both homecare workers and personal support workers. SAIF Corporation is the workers' compensation insurance carrier.

Tips:

- The 2013-2015 Collective Bargaining Agreement for Home Care and Personal Support Workers provides new categories of compensation, and a process for earning the title. The categories are Enhanced Homecare or Personal Support Worker and Exceptional Personal Support Worker. <http://www.oregon.gov/dhs/spd/Pages/worker-cert>.

Acknowledgement

Action Against Provider Number:

There are specific Oregon Administrative Rules which outline conduct for Personal Support Workers paid with Medicaid funds. The OARs describe

- What criteria can affect your qualified status to provide services,
- When provider status can be terminated or inactivated and by whom,
- The notification and appeal process if inactivation or termination is recommended.

Please review the information contained in http://www.dhs.state.or.us/policy/spd/rules/411_375.pdf
If you have any questions, please contact the Program Director or Program Coordinator at (541) 284-5070.

Mandatory Abuse Reporting:

I understand that I am a mandatory abuse reporter and must report any suspected abuse immediately to the County Protective Services Investigator. I must also contact each person's Personal Agent.

Confidentiality Statement:

I understand that I am to maintain full confidentiality and am not to discuss or give out information about clients and their families without prior written authorization from the client or family.

Workman's Compensation:

I have received and read the "Homecare Worker/Personal Support Worker: What to do if you are injured on the job" information and understand what I need to do in the event of an injury while on the job. I have also filled out the DHS Form "Developmental Disabilities Employer/Personal Support Worker/Domestic Employee Information".

Acknowledgment

I, _____ (print name), have received and understand the packet entitled "Personal Support Worker Guidelines for Full Access." By signing the following acknowledgement of receiving and reading these documents, I agree to abide by the body of rules and policies described herein. I also waive the right to sue any brokerage over employment related issues and I affirm that no brokerage is my employer.

Sign

Date

Please keep this book including this page for your records.

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Sign

Date

Please sign and return this page to Full Access



Personal Support Worker (PSW) Application

Applicant Information

Full Name: _____
Last First M.I.

Address: _____
Street Address Apartment/Unit #

City State ZIP Code

Home Phone: _____ Cell Phone: _____

Email: _____

Social Security Number: _____

Do you have a high school diploma or GED equivalent? YES NO Are you at least 18 years old? YES NO

Are you a citizen of the United States? YES NO If no, are you authorized to work in the US? YES NO

Are you applying to work with a specific client? YES NO If yes, who? _____

Are you applying to work with a specific Personal Agent? YES NO If yes, who? _____

If yes to specific client/PA, are you interested in working with other clients? YES NO

Have you ever been found guilty of abuse that was substantiated in a Protective Services investigation? YES NO

May we contact the Oregon Offices of Investigation and Training (OIT) about your application if needed? YES NO

Have you ever been sanctioned by an Oregon Brokerage or had a client of a brokerage terminate your employment? YES NO

Date available to start: _____ Referred by: _____

Previous Employment

Employer: _____ Job Title: _____

City/State: _____ From: _____ To: _____

Responsibilities: _____

Employer: _____ Job Title: _____

City/State: _____ From: _____ To: _____

Responsibilities: _____

Employer: _____ Job Title: _____

City/State: _____ From: _____ To: _____

Responsibilities: _____

Additional Information

How did you learn about Full Access? _____

Describe your experience working with people with developmental disabilities: _____

Do you have a current Red Cross CPR card? YES NO Exp. Date: _____

Do you have a current First Aid card? YES NO Exp. Date: _____

Do you have OIS (Oregon Intervention System) training? YES NO Exp. Date: _____

Do you have any physical limitations? (a "Yes" answer does not disqualify) YES NO

Please list limitations (such as lifting, climbing stairs, balance issues, etc.) _____

Are there any situations in which you would NOT feel comfortable being someone's PSW? (Examples: animals, cigarette smoke, personal care for the opposite sex). Please be specific: _____

Skills and Interests

Please list any special skills or interests: _____

What kind of services are you interested in providing? (please check all that apply)

- Community Outings
- In Home Skills (personal care, cooking, housekeeping)
- Accessing Resources (housing, benefits, etc.)
- Overnight Relief Care in client's home
- Overnight Relief Care in your home Please describe sleeping accommodations: _____
- Other (please specify): _____

Are you interested in providing transportation? YES NO

Do you have access to a vehicle? YES NO

Does your vehicle have working seatbelts? YES NO

Would a collapsible wheelchair fit in your vehicle? YES NO

Availability

Please list days and times you are available to work with clients: _____

References

Please list professional and personal references:

Full Name: _____ Phone: _____

Relationship: _____

Full Name: _____ Phone: _____

Relationship: _____

Full Name: _____ Phone: _____

Relationship: _____

Full Name: _____ Phone: _____

Relationship: _____

Full Name: _____ Phone: _____

Relationship: _____

Disclaimer and Signature

I certify that my answers are true and complete to the best of my knowledge.

I understand that I need to pass a criminal history check to be eligible to be a PSW.

I understand that this is an application to be a Personal Support Worker. I would be employed by a client of Full Access or the client's appointed Common Law Employer.

*I understand that I would **not** be employed by Full Access.*

I understand that if I provide transportation for clients, I will be required to submit proof of current work-related auto insurance, and update each time policy renews.

Signature: _____ Date: _____

Please return this application along with a copy of your photo ID (and auto insurance if providing transportation) to Full Access at 1240 Charnelton St., Eugene, OR.

Personal Support Worker (PSW) Provider Enrollment Application and Agreement

(Revised 08/01/2018)

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

Type of action requested

- New enrollment Renewal or re-enrollment

Provider type requested (*mark all that apply*)

Note: All new and renewing providers will be enrolled as Personal Support Workers (84-803). Please only check those **additional** provider types which apply to your enrollment.

Legal name (*first name, middle initial, last name as listed on your current SSN card*):

-
- PSW Children Intensive In-Home Services (84-801)
 PSW State Plan Personal Care (84-800)
 PSW Employment Job Coach (84-809)*

*PSWs enrolling as a **Job Coach (84-809)** must have the appropriate training required in Oregon Administrative Rule (OAR) 411-345-0030 prior to enrollment and must submit training documentation with this application. Job Coach enrollment is good for two years only and must be renewed separately from this agreement.

Provider Information (Required)

- Disclosure of Social Security Number **is required** pursuant to 41 USC 405(c)(2)(C)(i) to establish identification, 42 CFR 455.104 and 455.436 for 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) provided below.

Do not leave any area of this section blank, failure to fully complete will result in the denial of your application. Put "N/A" for any area that is not applicable.

Street address: _____ City: _____ State: _____
ZIP code (+4): _____ County: _____

Mailing address (if different from above): _____
City: _____ State: _____ ZIP code (+4): _____
County: _____

Phone number: _____ Email: _____

Date of birth: _____ SSN: _____

Have you been convicted of a criminal offense related to your involvement in any program under Medicare, Medicaid or the Title XXI Services Program since the inception of those programs? Yes No

Have you been terminated or excluded from participation as a provider in Medicare or any state Medicaid or Children’s Health Insurance Program (CHIP) program? Yes No

I do not have an existing Medicare, Medicaid, CHIP, or Oregon DHS Provider Number
 I have an existing Medicare, Medicaid, CHIP, or Oregon DHS Provider Number (list below):

Submitting Agency Information (optional)

Full Access
Submitting Brokerage/CDDP/CIIS
JSerbesku@fullaccess.org RKelly@fullaccess.org
Submitting Brokerage/CDDP/CIIS contact email

AGREEMENT:

This Agreement sets forth the relationship between the State of Oregon, Department of Human Services (DHS), Office of Developmental Disabilities, Oregon Health Authority (OHA), and the 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.

Please review this Agreement carefully before signing. It outlines your obligations as a Medicaid Provider in the State of Oregon. Failure to follow this Agreement may result in the termination of your Provider number.

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. The rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the 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, inactivation, or payment recovery, subject to provider appeal rights, pursuant to OAR 411-375-0070 and 411-375-0080.
- d. Provider is a Mandatory Reporter per ORS 419B.005 to 419B.050 and ORS 124.050 to 124.095.
- e. If Provider provides transportation services, Provider shall comply with all applicable licensing, certification and regulatory requirements as set forth by Federal and State statutes, regulations and insurance requirements identified in OARs necessary to provide Community and Employment-Related Transportation Services as a condition for receipt of payment for such services.

2. **Recipient eligibility:** Provider will be paid pursuant to this Agreement, the Collective Bargaining Agreement between the Oregon Home Care Commission (OHCC) and Services Employees International Union (SEIU), Local 503, and applicable administrative rules in effect on the date of service 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 are considered overpayments and are the sole responsibility of the Provider and shall be repaid to DHS if such payments have been made by DHS.

3. **Recordkeeping; access; confidentiality of Recipient's records:**

Provider understands and agrees that:

a. Recordkeeping:

- i. Provider shall maintain such records (e.g. timesheets, incident reports (IR's), and progress notes) 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 records described above in 3(a)(i) 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, division 150; or until the conclusion of any audit, controversy, or litigation arising out of or related to this Agreement.

b. Access: All financial and timekeeping records and all other documentation pertaining to services rendered under this Agreement shall be made available to DHS, OHA, the Recipient's case managing Community Developmental Disability Program (CDDP), Recipient's brokerage, Children's Intensive In-Home Services (CIIS), 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 upon demand.

c. Confidentiality: 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 the entities named in the above Access section, 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 may 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 this Agreement, any required certifications or trainings and the continued accuracy of that information. Provider must continue to meet all the eligibility requirements as stated in OAR 411-375-0020, subject to verification by DHS.
6. **Provider suspensions and payment recovery:** Failure to comply with the terms of this Agreement, ODDS rules, DHS and OHA rules, or failure of the application to be accurate in any respect, may result in inactivation of the Medicaid provider number, termination of this Agreement, and/or payment recovery pursuant to OAR chapter 411, division 375 and OAR chapter 407, division 120 rules.
7. **Statewide Registry and Referral System:** The Oregon Home Care Commission 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.

8. Provider signature

I have read the forgoing Provider Enrollment Application and Agreement and the attached Exhibit A and any endorsement addendums, 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

Signature/Effective date

Personal Support Worker Provider Enrollment Application and Agreement Exhibit A

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 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 (ERA) 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 because 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:
<https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
- H. Provider shall at all times, meet required trainings and applicable qualifications, professionally competent to perform work under this Agreement. Failure to complete

trainings or meet the applicable qualifications may result in the inactivation of a provider's enrollment to perform a service.

- 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; if delivered by e-mail, it shall be deemed received and effective on the day and time noted in the receiving email system; 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.
- K. 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. 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 411-034-0000 through 411-034-0090 or subsequent rules (*State Plan Personal Care*)
 - 3. OAR chapter 411, division 375 (*Independent Providers Delivering Developmental Disability Services*)
 - 4. OAR chapter 411, division 450 (*Community Living Supports*)
 - 5. OAR chapter 411-435-0050(6) (*Community Transportation*)
 - 6. OAR chapter 411, division 345 (*Employment Services*)

- B. Provider shall not enter into any subcontract or authorize another person to perform the services authorized by this Agreement.

3. PAYMENT

Provider understands and agrees that:

- A. DHS or a Fiscal Management Administration Servicer (FMAS), on behalf of DHS, shall pay Provider for work provided under this Agreement that is authorized for payment and applicable to 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; OAR chapter 410, division 120; and OAR chapter 411, division 375 rules.
- B. Payment received from DHS or a FMAS on behalf of DHS for any service provided under this Agreement is payment in full. Provider shall not make any additional charge to eligible Recipients, or their representative, 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 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 or a FMAS may be recouped as authorized by law and in accordance with the applicable Collective Bargaining Agreement including, but not limited to withholding of future payments to Provider.
- E. Payment for PSW services performed is contingent on DHS receiving from the Oregon Legislative Assembly appropriations, limitations, allotments 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 State of Oregon or 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 or the Recipient's representative (*employer*) 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 employer in selecting the Provider or assists in managing the payroll. The employer is responsible

for interviewing and hiring his or her own employees, including Provider. The terms of Provider's employment relationship are the responsibility of the employer.

- G. Prior to providing any services to a Recipient, Provider must have established an employment relationship with the Recipient or the Recipient's Representative (*employer*) and both Provider and Provider's employer must be enrolled with the FMAS to be eligible for payment under this Agreement.
- H. Provider enrollment and issuance of a Provider number does not constitute a guarantee of work or any minimum amount of work.

4. Duration and termination of Agreement

- A. Except for the PSW Job Coach Specialty, this Agreement shall expire on the last day of the month 5 years from the effective date of this Agreement. The PSW Job Coach Specialty shall expire on the last day of the month 2 years from the effective date of this Agreement. If the Provider has met all applicable requirements, the effective date of this Agreement is the date it is signed by the provider.
- B. DHS will terminate or inactivate this Agreement if:
 - 1. DHS issues a final order revoking the Provider number based on a finding under termination terms and conditions established in OAR 411-375-0070;
 - 2. 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;
 - 3. The Provider is terminated under Title XIX of the Social Security Act or under a Medicaid program or CHIP program of any State;
 - 4. 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;
 - 5. 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;
 - 6. 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;
 - 7. 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;
 - 8. The Provider no longer qualifies as a Provider. The termination will be effective on the date Provider is no longer qualified; or,
 - 9. 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 inactivation 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 recipients during a period of suspension. And,

10. 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 by submitting a written notice in person or by e-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 the ODDS Contracts and Provider Administration Unit at the address below. 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.

Return completed document to:

**Department of Human Services
ODDS Contracts and Provider Administration Unit
500 Summer St., NE E-09
Salem, OR 97301**

OR

Email: psw.enrollment@state.or.us

OR

Fax: 503-947-5044

NOTE: This form may contain your personal information. If you return the form by unsecured email, there is some risk it could be intercepted by someone you did not send it to.

If you are not sure how to send a secure email, consider using regular mail or fax.

**Mandatory Abuse Reporting Notice:
Adults with Developmental Disabilities
To report abuse call 1-855-503 SAFE (7233)**

As an individual providing services to adults with developmental disabilities, you are a **Mandatory Reporter** according to Oregon law (ORS 430.765). According to the law, if you have reasonable cause to believe an adult with developmental disabilities who is receiving services has been abused, or that any person with whom you come in contact in your job has abused such an adult, you must immediately report the abuse to the Community Developmental Disability Program and to a local law enforcement agency when there is reason to believe a crime was committed. When applicable, you should also follow your agency policies and procedures so that immediate steps are taken to protect the victim of the abuse.

Abuse of an Adult with Developmental Disabilities means:

1. Abandonment including desertion or willful forsaking of an adult or the withdrawal or neglect of duties and obligations owed an adult by a caregiver or other person.
2. Death of an adult caused by other than accidental or natural means or occurring in unusual circumstances.
3. Financial exploitation including:

Wrongfully taking the assets, funds, or property belonging to or intended for the use of an adult.

Alarming an adult by conveying a threat to wrongfully take or appropriate money or property of the adult if the adult would reasonably believe that the threat conveyed would be carried out.

Misappropriating, misusing, or transferring without authorization any money from any account held jointly or singly by an adult.

Failing to use the income or assets of an adult effectively for the support and maintenance of the adult. "Effectively" means use of income or assets for the benefit of the adult.

4. Involuntary seclusion means the involuntary seclusion of an adult for the convenience of a caregiver or to discipline the adult. Involuntary seclusion may include placing restrictions on an adult's freedom of movement by restriction to his or her room or a specific area, or restriction from access to ordinarily accessible areas of the facility, residence, or program, unless agreed to by the Individual Support Plan (ISP) team included in an approved Behavior Support Plan (BSP) or included in a brokerage plan's specialized support. Restriction may be permitted on an emergency or short term basis when an adult's presence would pose a risk to health or safety.

5. Neglect including:

Active or passive failure to provide the care, supervision, or services necessary to maintain the physical and mental health of an adult that may result in physical harm or significant emotional harm to an adult. Services include but are not limited to the provision of food, clothing, medicine, housing, medical services, assistance with bathing or personal hygiene, or any other services essential to the well-being of the adult

Failure of a caregiver to make a reasonable effort to protect an adult from abuse.

Withholding of services necessary to maintain the health and well-being of an adult which leads to physical harm of an adult.

6. Physical abuse:

Any physical injury by other than accidental means or that appears to be at variance with the explanation given for the injury.

Willful infliction of physical pain or injury.

Physical abuse is presumed to cause physical injury, including pain, to adults otherwise incapable of expressing pain.

7. Sexual abuse including:

Criminal code sexual offenses, or sexual contact with a nonconsenting adult or with an adult considered incapable of consenting to a sexual act under ORS 163.315.

Sexual harassment, sexual exploitation, or inappropriate exposure to sexually explicit material or language including requests for sexual favors. Sexual harassment or exploitation includes but is not limited to any sexual contact or failure to discourage sexual contact between an employee of a community facility or community program, provider, or other caregiver and an adult. For situations other than those involving an employee, provider, or other caregiver and an adult, sexual harassment or exploitation means unwelcome physical sexual contact and other physical conduct directed toward an adult.

Any sexual contact between an employee of a facility or paid caregiver and an adult served by the facility or caregiver. Sexual abuse does not mean consensual sexual contact between an adult and a paid caregiver who is the spouse or partner of the adult.

Any sexual contact that is achieved through force, trickery, threat, or coercion.

Any sexual contact between an adult with a developmental disability and a relative of the person with a developmental disability other than a spouse or partner. "Relative" means a parent, grandparent, children, brother, sister, uncle, aunt, niece, nephew, half-brother, half-sister, stepparent, or stepchild.

As defined in ORS 163.305, "sexual contact" means any touching of the sexual or other intimate parts of a person or causing such person to touch the sexual or other intimate parts of the actor for the purpose of arousing or gratifying the sexual desire of either party.

8. Wrongful restraint:

A wrongful use of a physical or chemical restraint, excluding an act of restraint prescribed by a licensed physician, by any adult support team approved plan, or in connection with a court order.

Wrongful restraint does not include physical emergency restraint to prevent immediate injury to an adult who is in danger of physically harming himself or herself or others, provided only that the degree of force reasonably necessary for protection is used for the least amount of time necessary.

9. Verbal abuse includes threatening significant physical or emotional harm to an adult through the use of:

Derogatory or inappropriate names, insults, verbal assaults, profanity, or ridicule.

Harassment, coercion, punishment, deprivation, threats, implied threats, intimidation, humiliation, mental cruelty, or inappropriate sexual comments.

A threat to withhold services or supports, including an implied or direct threat of termination of services. "Services" include but are not limited to the provision of food, clothing, medicine, housing, medical services, assistance with bathing or personal hygiene, or any other services essential to the well-being of an adult.

For purposes of this section, verbal conduct includes but is not limited to the use of oral, written, or gestured communication that is directed to an adult or within their hearing distance, or sight if gestured, regardless of their ability to comprehend. In this circumstance the assessment of the conduct is based on a reasonable person standard.

The emotional harm that can result from verbal abuse may include but is not limited to anguish, distress, or fear.

An adult who in good faith is voluntarily under treatment solely by spiritual means through prayer in accordance with the tenets and practices of a recognized church or religious denomination by a duly accredited practitioner shall for this reason alone not be considered subjected to abuse.

Pursuant to the law, your identity as the person making the report is confidential. Further, the law protects you from retaliation from a community facility, community program or individual when you make a report in good faith. You may not be discharged or transferred from one location of an agency to another, terminated from your job, demoted or have your pay lowered, or denied contact with the facility or its residents because you made a good faith report of suspected abuse. If you feel you have been retaliated against, you have the right to seek private legal action. Any agency, program or individual who retaliates against someone because of a good faith report of suspected abuse may be liable to that person for actual damages.

By signing this form, you are acknowledging that you understand the Oregon's mandatory abuse reporting requirements concerning adults with developmentally disabilities. If you do not understand the mandatory abuse reporting requirements, ask to have them explained to you before signing this form.

I received and read this notice about my mandatory abuse reporting obligations.

Please sign your name

Today's Date

PLEASE RETURN THIS FORM TO YOUR PROGRAM

Adults with Intellectual/Developmental Disabilities (I/DD)

- Quick Abuse Reporting Reference Card -

Instructions:

- Enter your local Community Developmental Disabilities Program or local law enforcement agency phone number using the fillable form
- Print on standard 8.5 x 11 paper
- Cut the rectangle below with the information and discard this section
- Fold the rectangle by the vertical line to a business card size and keep for your reference
- The card has a web link to the Abuse Reporting Notices providing the abuse definitions

<p><u>Intellectual/Developmental Disabilities</u></p> <p>Report Abuse 1-855-503 SAFE (7233) Emergencies 911 Report Crime to Police</p> <hr/>	<p><u>Abuse Types</u></p> <p>•Abandonment •Death •Financial Exploitation •Involuntary Seclusion •Neglect •Physical •Sexual •Wrongful Restraint •Verbal</p> <p>Go to Resources/Notices http://go.usa.gov/xW2uV</p>
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Request for Criminal History Background Check

You must complete a criminal history check (CHC), commonly referred to as a background check to be a personal support worker (PSW), commonly called a provider. As required by DHS, all PSWs must complete a CHC every 2 years.

PSWs cannot make claims during any period that their CHC credential is expired. PSWs are responsible to know and renew this credential in a timely fashion, regardless of notification.

To begin the CHC process, please complete this form and **submit with a copy of your driver's license (front & back)**, passport, or some other government issued photo ID.

You will receive an email from the BCU, which must be responded to within 21 days. Keep checking for, and respond to, any BCU emails during this process until you receive a determination, typically through the mail.

Full Name: _____

Email Address: _____

Aliases: _____

Prior _____

Out-of-State _____

Addresses: * _____

* For CHC purposes, only include out-of-state addresses within the last 5 years where you lived 60 or more consecutive days.



Confidentiality Statement/Client Rights

Oath of Confidentiality

I, _____, understand that any personal client, family, and medical information obtained through the provision of Oregon Administrative Rules, training, observation of visits, staff meetings, or review of client records is confidential. Under no circumstances will I disclose personal or medical information obtained in the course of my duties unless I am authorized to do so. Authorization shall be in the form of a signed, written release form.

Signature

Date

I will respect the rights of the clients I work with; therefore, I will not engage in any of the following activities:

1. I will not request pay from clients before performing services which are a part of my job.
2. I will not verbally, physically, or sexually abuse clients.
3. I will not withhold money from clients when assisting them with their money.

I understand that if I violate client rights in any of these ways discussed above, I may be terminated.

Signature

Date



1240 Charnelton Street
Eugene, OR 97401
541-284-5070

I, _____, authorize Full Access to release my contact information to other providers that work with individuals that I support. Sharing this information will help improve the quality of supports and help rectify any scheduling and billing issues.

I understand I have the right to refuse to sign this form, and that I may revoke my consent at any time (except to the extent that the information has already been released).

Printed Name

Signature

Date



User Enrollment Form (Individual PSW Provider (DE or BC))

Provider Types: 74-749, 83-710, 83-711, 84-800, 84-801, 84-803

* Indicate Action: <input type="checkbox"/> Add User <input type="checkbox"/> Modify User <input type="checkbox"/> Deactivate User <input type="checkbox"/> Change of Info	
User Name: (Last, First MI) (<i>Print Name</i>)	Already have an eXPRS login name?
Job Title:	* Provider Number(s) (SPD or eXPRS):
Address: (<i>Mailing Address</i>)	* City, State, Zip:
Phone Number:	* E-mail Address: (<i>must be your unique email address; it cannot be shared with another eXPRS user</i>)

INSTRUCTIONS: * Indicates required fields. Incomplete forms cannot be processed. Send completed form to info.exprs@state.or.us or fax to 503-947-5044.

If the form is complete and your provider record is active, your form should be processed within a week. In some instances, it may take longer; please be patient. Once your account has been created, you will receive two emails from info.exprs@state.or.us. The 1st email contains generic information and includes several attachments. The 2nd email will be secured, and includes your login name and temporary password. NOTE: Unless you already have one, you will have to set up an account with DHS' secure email system. If you need assistance with a secure email, please contact the DHS Service Desk at 503-945-5623 and choose option 3.

If you have not received an email within one week, please check your junk or spam folder. If it is not received within 10 days, please send an email to info.exprs@state.or.us to check on the status.

Add	Del	Role Name	Information within eXPRS
<input type="checkbox"/>	<input type="checkbox"/>	Provider PSW/DE/IC/BC Claims Manager	View: Claim, Client, Plan of Care, Provider, PSW Menu, Service Authorizations, Service Element Create, Delete, Submit, Update, View: Service Delivery, Travel Time Run: Report – Client Service Authorization

Print Name	
Signature:	Date: / /

Keep a copy of this form for future reference.

NOTICE ABOUT SHARING YOUR CONTACT INFORMATION

Pursuant to Oregon House Bill 3618, all Support Service Brokerages are required to supply The Oregon Department of Human Services with the names, addresses, and phone numbers of all Personal Support Workers (PSWs) who work with brokerage customers. DHS shares this information with the Service Employees International Union (SEIU) who will use it to contact you about representation.

If you have questions, please contact SEIU:

**SEIU Oregon Headquarters
P.O. Box 12159
Salem, OR 97309-0159**

**phone :: 503.581.1505
toll free :: 800.452.2146
fax :: 503.581.1664
email :: salem@seiu503.org
web :: <http://www.seiu503.org/>**



Required Homecare and Personal Support Worker Training

Senate Bill 1534 requires training for all homecare workers and all personal support workers (including personal care attendants).

Supporting physical and emotional needs

- Providing authorized services
- Communicating effectively
- Valuing self-determination
- Providing person-centered services and supports

Safety and emergency measures

- Abuse prevention
- Incident reporting
- Infection control
- Proper body mechanics

Providing person-centered services

- Supporting consumers in pursuing their life goals
- Empowering consumer to make their own choices
- Recognizing consumers are experts when it comes to their own lives

Managing medications

- Providing support
- Medication safety
- Understanding when additional training is needed
- Recognizing adverse drug events

HCW and PSW roles and responsibilities

- Mandatory reporter
- Professional standards
- Medicaid enrolled provider
- Consumers' employee duties

Providing personal care

- Task lists and service agreements
- Safety
- Understanding when additional training is needed
- Person-centered services and supports

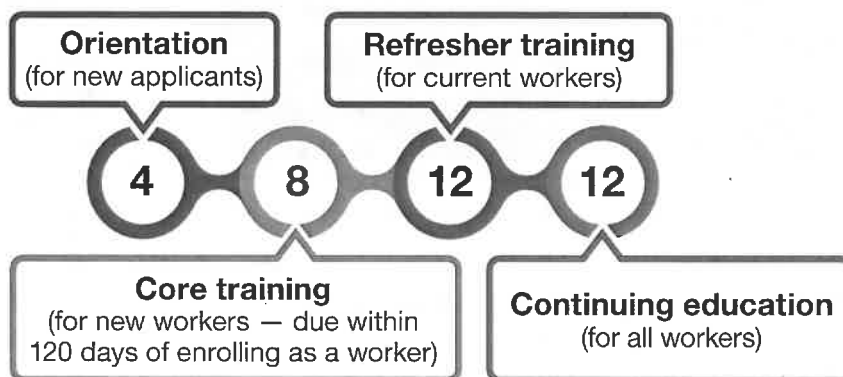
Why is training important to people receiving services?

- Maximizes health, well-being, quality of life and safety
- Services provided are based on consumers' preferences, goals, and aspirations
- Enables community involvement

Why is training important for workers?

- Ensures well-being and safety
- Improves job satisfaction
- Career longevity
- Reduces on-the-job injuries
- Opportunity for growth
- Career advancement

What are the number of hours required for training?



Who provides required trainings?

Carewell SEIU 503 Training is a partnership between the state and SEIU 503. Carewell will be delivering the worker training. It works in partnership with:

- SEIU 503
- Oregon Department of Human Services
- Oregon Health Authority Health Systems Division
- Oregon Home Care Commission

How do I learn more?

Oregon Home Care Commission:

<https://go.usa.gov/xvVVT>

Carewell SEIU 503 Training:

www.carewellseiu503.org/training

Timeline for required homecare and personal support worker training: <https://apps.state.or.us/Forms/Served/de2519b.pdf>

Frequently Asked Questions: <https://apps.state.or.us/Forms/Served/de2527.pdf>

You can get this document in other languages, large print, braille or a format you prefer. Contact Oregon Home Care Commission at 877-624-6080. We accept all relay calls or you can dial 711.

Frequently Called

Referral Numbers

WHO to call	PURPOSE of call	PHONE NUMBER
SEIU Local 503 Member Resource Center	For all questions involving our contract, our union, and our rights!	Toll Free 1.877.451.0002
Our Homecare Union, SEIU Local 503	To get active in campaigns to strengthen homecare worker rights, advocate for our consumer-employers and build our labor movement!	Salem 503.581.1505 Portland 503.408.4090 Eugene 541.342.1055 Medford 541.779.4324 Pendleton 541.276.4983 www.seiu503.org
OHCC Oregon Home Care Commission REGISTRY & REFERRAL SYSTEM	Issues involving access to the Registry and Referral System, which matches consumer-employers with Homecare Workers available for work.	Salem 503.373.1078 or 503.378.4050 Toll Free 1.877.867.0077 select option 1 http://www.oregon.gov/dhs/spd/pages/adv/hcc/index.aspx
OHCC Oregon Home Care Commission TRAINING PROGRAM	Accessing training for Homecare Workers - Register early - Cancel if necessary	Salem 503.378.3957 Toll Free 1.877.867.0077 select option 2 training.ohcc@state.or.us http://www.oregon.gov/dhs/spd/pages/adv/hcc/index.aspx
OHCC Oregon Home Care Commission WORKERS' COMPENSATION COORDINATOR	When a physical injury occurs on the job as a direct result of doing an assigned task.	Salem 503.378.3099 Toll Free 1.888.365.0001 http://www.oregon.gov/dhs/spd/pages/adv/hcc/index.aspx
SEIU 503 MEMBERSHIP Benefits	Questions about optional benefits for homecare members such as life insurance, disability and legal insurances & vacation discount benefits.	Salem 503.581.1505 Toll Free 1.800.452.2146 Request to speak to someone from the membership department http://www.seiu503.org/category/benefits/
CIIS provider services	CIIS voucher and pay related issues	Salem 503.378.5051 Toll Free 1.888.390.5437
Service Coordinator or Personal Agent	Voucher and pay related issues, authorized hours and services	Your CDDP (Community Development Disabilities Program) or brokerage
DHS Wage Garnishment Unit (for providers in the CIIS or PC20 programs)	Questions about wage garnishments	Salem 503.947.5126
W-2 Hotline Number (for providers in the CIIS or PC20 programs)	Questions about your W-2	503.947.5138



Electronic Visit Verification (EVV) for DD Personal Support Workers (PSWs) Informational Overview of EVV

(v5; 4/21/2019)

What is Electronic Visit Verification (EVV)?

Electronic Visit Verification, or “**EVV**”, is part of a new federal law that requires the real-time verification of all Medicaid funded personal care & attendant care services involving an in-home visit by a provider, at the time the services are received by the individual.

The new federal law is called the 21st Century Cures Act, and it was passed by the US Congress in December 2016.

The Cures Act states that EVV systems must capture the following information **at the time the service is occurring**:

- The **INDIVIDUAL** receiving the service
- The **TYPE** of service provided
- The **DATE** the service was received
- The **TIME** the service Begins and Ends
- The **PROVIDER** of the service
- The **LOCATION** of the service

ODDS uses the eXPRS Payment System (**eXPRS**) for authorization & billing of services provided to individuals with I/DD in Oregon. While eXPRS already gathers much of the required EVV data information, it did not gather it all.

eXPRS has been updated to gather **ALL** the required EVV data. These new updates in eXPRS will allow PSWs to use a mobile device to enter their time-worked, and gather all the needed SD billing information

- **at the time** they are working & providing the service, **AND**
- capture the **location** where the services provided Starts & Ends.

Some new terms PSW Providers should know.

With the new updates in eXPRS to support EVV, there are a few new terms PSW providers should know.

eXPRS Desktop

is a term used to describe the regular eXPRS website that PSW providers currently use to log in & view all their eXPRS related information, plus enter their SD billing & travel time data. The **eXPRS Desktop** is best used from a regular desktop or laptop computer.

eXPRS Mobile-EVV

is the term for when updated eXPRS is used on a mobile device, such as a smartphone or tablet (*not on a computer or laptop*).

**** IMPORTANT: eXPRS Mobile-EVV is not an 'app' that you download to your device.** It is the regular eXPRS website that has been updated to work on a mobile device for EVV services. PSWs will access **eXPRS Mobile-EVV** using their mobile device's internet browser (*like Safari, Chrome, Firefox, Edge, Silk, etc.*) using the regular eXPRS website address.

Service Delivered or "SD" Billing Entry

is the PSW's date/time-worked information that goes on their "timesheet". It includes the service and the Date + Start & End time the PSW worked. The **SD billing entry** data is used by eXPRS to create claims for payment back to the PSW for their time worked.

Case Management Entity or CME

is a general term that is used to describe either a Community Developmental Disabilities Program (CDDP), a DD Brokerage or the Children's Intensive In-Home Services (CIIS) Program. A CDDP, Brokerage & the CIIS Program are all Case Management Entities (**CMEs**).

Does EVV change how a PSW bills for the work they do?

There will be some minor changes to how a PSW bills for the services they provide. Some changes will make the billing process easier for the PSW.

- PSWs will log their time-worked delivering Attendant Care type services at the time they Start & Stop working (in real time). This means there's no more waiting until the PSW gets home or until the end of the pay period to enter all the PSW's "timesheet" information for Attendant Care type services. **eXPRS Mobile-EVV** will create & save **draft** SD billing entries for the PSW automatically & immediately in eXPRS.

- The **EVV required services** are for Attendant Care:
 - **OR526** – Attendant Care
 - **OR526/ZE** – Attendant Care 2:1 staff
 - **OR507** – Daily Relief Care
 - **OR502** – State Plan Personal Care
- SD billing entries for other PSW services that *do not require* EVV will be entered in the **eXPRS Desktop** website the same as before. Those **non-EVV** PSW services are:
 - **OR004**-Mileage Transportation
 - **OR401**-Job Coaching Employment Supports
- PSWs will still need to login to the **eXPRS Desktop** website to submit **ALL** their **draft** SD billing entries they wish to be paid. This includes both EVV and non-EVV billed services.
- PSWs will still need to print timesheets for your employer to review & sign, and then turn in those signed timesheets to the authorizing **CME** within the payroll/timesheet due dates. This work is the same as before; **there is no change to this part of the PSW billing/timesheet process.**
- PSWs will continue receive their paychecks/direct deposits from the FMAS payroll vendor (**PPL**) for all approved time-worked & processed in eXPRS. Again, this is the same as before; there is no change to this part of the process.

How will this new eXPRS Mobile-EVV process work?

PSWs can access step-by-step assistance guides on “**How To...**” use the new **eXPRS Mobile-EVV** features. There will also be in-person orientation sessions available for PSWs using EVV.

What about other questions PSWs may have?

There is an Electronic Visit Verification (EVV) Frequently Asked Questions (FAQ) document available for PSWs that cover many questions PSW providers may have on the EVV Implementation.

Additional EVV information is also available on the [ODDS Electronic Visit Verification Project](#) webpage.

Other EVV questions or concerns can be emailed to ODDS at: ODDS.EVV@state.or.us.