

Homecare Worker (HCW) Provider Enrollment Application and Agreement

Homecare Worker (HCW) Provider Enrollment Application and Agreement	居家护理工作 者 (HCW) 服务提供者注册报名申 请和协议
This Homecare Worker (HCW) Medicaid Provider Enrollment Application and Agreement explains how to do the following	这份居家护理工作 者 (HCW) Medicaid 服务提供 者注册报名申请和协议, 对如何顺利完成以下各 项内容给予了清晰的说明:
<ul style="list-style-type: none"> Enroll as a provider with the Oregon Department of Human Services (ODHS) Aging and People with Disabilities (APD) Program and set out HCW compliance obligations 	注册报名成为俄勒冈州公众服务部 (ODHS) 老年人及残障人士 (APD) 计划的 服务提供者, 并列明遵守 HCW 的相应义 务
<ul style="list-style-type: none"> Update enrollment information, and Receive a provider number. 	更新注册报名信息, 以及 领取服务提供者编号。
Note: Providers must have a provider number to be paid for providing services to Medicaid-eligible individuals in Oregon. Federal Medicaid and state funds pay for these services.	注: 在俄勒冈州, 服务提供者必须拥有一个服务 提供者编号, 以便在向符合 Medicaid 资格的个人 提供服务时获得报酬。联邦 Medicaid 和州政府 资金为这些服务支付相应费用。
You can get this document in other languages, large print, braille or a format you prefer. Contact APD Provider Relations Unit at 800-241-3013 or email HCW.Enrollment@dhsosha.state.or.us. We accept all relay calls or you can dial 711.	您可获取本文件的其他语言版、大字版、盲文版 或您偏好格式的版本。请致电 800-241-3013 或 发送电子邮件至 HCW.Enrollment@dhsosha.state.or.us 联系 APD 服务提供者关系部门。我们会接听所有转接电 话, 或者您可拨打 711。
Provider name	服务提供者名称
Your full legal name	您的法定全名
(as listed on your current Social Security card, including suffix after first name, such as Jr.)	(您目前的社会保障卡上所列的名字, 包括名字 后面的后缀, 例如“小”字):
First	名字
Middle initial	中间名首字母
Last	姓氏
Aliases or other names used	曾用的别名或其他名字
First	名字
Middle initial	中间名的首字母
Last	姓氏
First	名字
Middle initial	中间名首字母
Last	姓氏
Provider type requested (mark all that apply)	申请的服务提供者类型 (请标明所有适用项)
New HCW enrollment (73-737)	新的 HCW 注册报名 (73-737)
HCW provider number renewal	HCW 服务提供者编号更新

Provider number	服务提供者编号
HCW re-enrollment (<i>if provider number has been closed longer than 30 days</i>)	HCW 重新注册报名（如果服务提供者编号已停用超过 30 天）
Provider number	服务提供者编号
HCW name change	HCW 姓名变更
Provider number	服务提供者编号
Branch number	分支机构号码
Providers must disclose their Social Security number (SSN). SSNs are required	服务提供者必须披露他们的社会保障号码 (SSN)。社会保障号码用于以下用途
<ul style="list-style-type: none"> To establish your identity [per 42 USC 405(c)(2)(C)(i)] 	<ul style="list-style-type: none"> 确定您的身份 [根据 42 USC 405 (c) (2) (C) (i)]
<ul style="list-style-type: none"> To verify you are not excluded from being a provider [per 42 CFR 455.104 and 455.436], and 	<ul style="list-style-type: none"> 核实您是否被排除在服务提供者之外 [根据 42 CFR 455.104 和 455.436]，以及
<ul style="list-style-type: none"> To report tax information [per 26 CFR 301.6109-1] 	<ul style="list-style-type: none"> 报告税务信息 [根据 26 CFR 301.6109-1]
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.	公众服务部可以使用下方所提供的姓名和社会保障号码 (SSN) 向美国国税局 (IRS) 和俄勒冈州税务局报告信息。
Do you consent to entering your SSN into ORCHARDS (background check system) to link to previous background check approvals?	您是否同意将您的社会保障号码输入到 ORCHARDS（背景调查系统），以链接到以前的背景调查审批部分？
Yes	是
No	否
Do not leave any area of this section blank. If the form is not complete, your application will be denied.	本部分的任何区域均不要留空。如果表格填写不完整，您的申请会被拒绝。
Street address	街道地址
City	城市
State	州
ZIP code (+4)	邮政编码 (+4)
County	县
Mailing address (<i>if different from above</i>)	邮寄地址（如不同于上述地址）
City	城市
State	州
ZIP code (+4)	邮政编码 (+4)
County	县
Date of birth	出生日期
SSN	社会保障号码
Phone number	电话号码
Email address	电子邮件地址

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?	作为 Medicare 或任何州 Medicaid 或儿童健康保险计划 (CHIP) 计划的服务提供者, 您是否已被终止参与或被排除在参与行列之外?
Yes	是
No	否
Do you now have or have you ever had any other state Medicaid, Medicare or other ODHS, Oregon Health Authority (OHA), APD, Office of Developmental Disabilities Services (ODDS) or OHA Health Systems Division (OHA-HSD) provider numbers?	您是否现在拥有或曾经拥有过任何其他州的 Medicaid、Medicare 或其他俄勒冈州公众服务部、俄勒冈州卫生局 (OHA)、APD、发育障碍人士服务办公室 (ODDS) 或 OHA 卫生系统部门 (OHA-HSD) 的服务提供者编号?
Yes	是
No	否
If yes, list provider number(s) here	如果是, 请在此处列明服务提供者编号
Have you lived outside of the state of Oregon within the last five years?	在过去五年内, 您是否曾在俄勒冈州之外居住过?
Yes	是
No	否
If yes, enter information in table below	如果是, 请在下方表格中填写相关信息
Year	年份
Start	开始
End	结束
City	城市
State	州
Country	国家 / 地区
Name(s) used at this residence	在该住所使用的名字
Gender identity — How do you identify? (<i>Check all that apply.</i>)	性别认同 —— 您怎样认为? (勾选所有适用项。)
Woman	女
Man	男
Non-binary, agender, gender non-conforming or another gender identity	非二元、无性别、非常规性别或其他性别
Prefer not to disclose	倾向于不透露
Do you consider yourself transgender?	您是否认为自己是跨性别者?
Yes	是
No	否
Prefer not to disclose	倾向于不透露
Language	语言
What languages, including American Sign Language, do you speak? (Choose all that apply.)	您都会讲哪些语言 (包括美国手语)? (请选择所有适用项。)
I speak [Choose language]	我讲[选择语言]
and also speak [Choose language].	也会讲[选择语言]。

I speak another language (enter language here)	我讲另一种语言（在此处填写语言）
What languages do you read? (Choose all that apply.)	您能读懂哪些语言？（请选择所有适用项。）
I read [Choose language]	我能读懂[选择语言]
and also read [Choose language] .	也能读懂[选择语言] 。
I read another language (enter language here)	我能读懂另一种语言（在此处填写语言）
Race and ethnicity — How do you identify? (Check all that apply.)	种族和族裔 —— 您怎样认为？（勾选所有适用项。）
African	非洲人
American Indian/Alaska Native	美洲印第安人 / 阿拉斯加原住民
Arab, Middle Eastern	阿拉伯人、中东人
Asian	亚裔
Black/African American	黑人 / 非裔美国人
Latino/Latina/Latinx	拉美裔 / 拉丁裔 / 拉丁美洲裔
More than one race	不止一个种族
Native Hawaiian or Pacific Islander	夏威夷原住民或太平洋岛民
White	白人
Other	其他
Prefer not to disclose	倾向于不透露
THIS SECTION INTENTIONALLY BLANK	本部分特意留空
Homecare worker (HCW) provider enrollment agreement	居家护理工作（HCW）服务提供者注册报名协议
This HCW Provider Enrollment Application and Agreement (<i>referred to as Agreement</i>) describes the relationship between the state of Oregon, Oregon Department of Human Services (ODHS), Aging and People with Disabilities (APD), Oregon Health Authority (OHA) and the provider regarding payment by ODHS or entities funded and authorized by ODHS to pay for prior-authorized, publicly-funded in-home services provided to an eligible consumer-employer by an HCW.	本 HCW 服务提供者注册报名申请和协议（简称“协议”）清晰说明了俄勒冈州、俄勒冈州公众服务部（ODHS）、老年人及残障人士（APD）计划、俄勒冈州卫生局（OHA）和服务提供者之间的关系：由俄勒冈州公众服务部或俄勒冈州公众服务部资助和授权的实体所支付的费用，用以支付 HCW 向符合资格的消费者雇主提供的事先授权、公共资助的居家服务费用。
Please review this Agreement carefully before signing. It outlines your obligations as a Medicaid provider in Oregon. Failure to follow this Agreement and obligations may result in the termination of your provider number and enrollment or other consequences.	在签署本协议之前，请仔细阅读本协议。本协议概述了您作为一名俄勒冈州 Medicaid 服务提供者应承担的相关义务。如果不遵守本协议和相关义务，则可能会导致您的服务提供者编号和注册报名被终止或其他后果。
Compliance with applicable laws	遵守适用的法律
Provider understands and agrees that:	服务提供者理解并同意：

<p>A. Provider shall comply with federal, state and local laws and regulations related to items and services under this Agreement. This includes but is not limited to Oregon Administrative Rules (OAR) 407-120-0325 (<i>compliance with federal and state statutes</i>).</p>	<p>服务提供者应遵守与本协议规定的项目和服务有关的联邦、州和地方法律和法规。这包括但不限于俄勒冈州行政法规 (OAR) 407-120-0325 (遵守联邦和州法规)。</p>
<p>B. If a court decides any term or provision of this Agreement is illegal or in conflict with any law, this Agreement's remaining terms and provisions shall remain in effect. The rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.</p>	<p>如果法院裁定本协议的任何条款或规定违法或与任何法律相冲突，则本协议的其余条款和规定应继续有效。双方的权利和义务应按照犹如本协议未包含被认为无效的特定条款或规定的情形予以解释和强制执行。</p>
<p>C. Failure to comply with the terms of this Agreement or any applicable ODHS rules may result in termination or deactivation of provider's provider number. Provider may have appeal rights per OAR 411-031-0050 (Homecare workers enrolled in the Consumer- Employed Provider Program). Provider is a mandatory reporter per ORS 419B.005 to 419B.050 and ORS 124.050 to 124.095. Provider is required 24-hours per day, seven days per week to report abuse or suspected abuse of:</p>	<p>如果不遵守本协议的条款或任何适用的俄勒冈州公众服务部规则，则可能会导致服务提供者的服务提供者编号被终止或停用。根据 OAR 411-031-0050 (已报名参加消费者雇主服务提供者计划的居家护理工作)，服务提供者可能会有上诉的权利。根据 ORS 419B.005 至 419B.050 以及 ORS 124.050 至 124.095 的规定，服务提供者是强制性举报人。每周 7 天每天 24 小时，服务提供者均必须对存在虐待或涉嫌虐待以下对象的情况予以举报：</p>
<ul style="list-style-type: none"> • A child, 	<p>儿童；</p>
<ul style="list-style-type: none"> • An older adult, 	<p>老年人；</p>
<ul style="list-style-type: none"> • A resident of a nursing facility, or 	<p>护理机构的住户，或</p>
<ul style="list-style-type: none"> • An individual receiving mental health or intellectual/developmental disability services. 	<p>接受心理健康或智力 / 发育障碍服务的个人。</p>
<p>Failure to report abuse or suspected abuse is punishable by law and may result in the termination of the provider's enrollment.</p>	<p>不举报虐待或涉嫌虐待情况的行为会受到法律的惩罚，并可能会导致服务提供者的注册资格被终止。</p>
<p>D. If provider provides service-related transportation services or travels directly between consumers' homes in</p>	<p>如果服务提供者提供与服务有关的交通服务或在同一天内直接往返于不同消费者家庭，则服务提供者必须持有并保持有效的驾驶执照以及法律规</p>

<p>the same day, provider must have and maintain a valid driver's license and automobile insurance coverage, as required by law. Provider is required to give ODHS proof of automobile insurance coverage every six months, or sooner if coverage renews. Provider understands service-related transportation or travel time will not be authorized or paid if provider does not have a valid driver's license and automobile insurance.</p>	<p>定的汽车保险。服务提供者必须每六个月向俄勒冈州公众服务部提供一次汽车保险承保凭证，如果保险续保则需要更早提供。服务提供者清楚，如果服务提供者没有有效的驾驶执照和汽车保险，则与服务相关的交通服务或出行时间不会获得认可或付款。</p>
<p>1. Consumer-employer eligibility</p>	<p>消费者雇主资格</p>
<p>Provider will be paid based on:</p>	<p>服务提供者将根据以下方面获得付款：</p>
<ul style="list-style-type: none"> • This Agreement, 	<p>本协议，</p>
<ul style="list-style-type: none"> • The collective bargaining agreement between the Oregon Home Care Commission (OHCC) and Services Employees International Union (SEIU), Local 503, and 	<p>俄勒冈州家庭护理委员会（OHCC）和服务业雇员国际工会（SEIU）503 地方分会之间的集体谈判协议，以及</p>
<ul style="list-style-type: none"> • Applicable administrative rules in effect when the approved services were provided to a consumer-employer eligible for publicly funded in-home services. 	<p>当经批准的服务提供给有资格获得公共资助的居家服务的消费者雇主时所适用的行政法规。</p>
<p>Provider will be paid for services authorized on a consumer-employer service plan and task list approved by ODHS or an Area Agency on Aging (AAA). Any payment made under any of the conditions below is considered an overpayment:</p>	<p>服务提供者将获得由俄勒冈州公众服务部或地区老年人服务机构（AAA）批准的消费者雇主服务计划和任务清单上所授权的服务的报酬。在以下任何条件下支付的任何款项均被视为超额支付：</p>
<ul style="list-style-type: none"> • Services that are not included on the consumer-employer approved service plan and task list, 	<p>未包含在消费者雇主经批准的服务计划和任务列表中的服务；</p>
<ul style="list-style-type: none"> • Services provided for more hours than authorized, or 	<p>提供的服务时间超过授权允许的时间，或</p>
<ul style="list-style-type: none"> • Services provided to a consumer-employer not eligible for services. 	<p>向不符合服务资格的消费者雇主所提供的服务。</p>
<p>Any overpayments must be repaid to ODHS and are the sole responsibility of the provider.</p>	<p>任何超额支付的款项均必须偿还给俄勒冈州公众服务部，并且由服务提供者全权负责。</p>

2. Recordkeeping, access and confidentiality of consumer-employer records	消费者雇主记录的保存、使用和保密
Provider understands and agrees that:	服务提供者理解并同意:
A. Recordkeeping:	记录保存:
i. Provider is responsible for the completion and accuracy of financial and timekeeping records (for example, timesheets) and all other documentation regarding the specific services for which the provider claims reimbursement. Provider shall keep all records fully documenting the specific services provided to an eligible consumer-employer served under this Agreement for which provider claims reimbursement, in compliance with applicable administrative rules.	服务提供者负责财务和计时记录（例如，工时单）以及与服务提供者申请报销的具体服务有关的所有其他文件的完整性和准确性。服务提供者应保留充分记录为根据本协议所服务的合格消费者雇主所提供的特定服务的所有记录，对此服务提供者应根据适用的行政法规申请报销。
ii. Provider shall keep and be able to provide all records described above in 3(A)(i) for whichever is longer:	服务提供者应保留并能够提供上述 3(A)(i) 中所述的所有记录，以时间较长者为准:
<ul style="list-style-type: none"> • Six years following final payment and termination of this Agreement 	在最后付款和本协议终止后的六年内;
<ul style="list-style-type: none"> • Any period as required by applicable law, or 	适用法律规定的任何期限，或
<ul style="list-style-type: none"> • Until any audit, controversy or litigation arising from or related to this Agreement is complete. 	直至因本协议引起或与本协议相关的任何审计、争议或诉讼结束。
B. Access:	获得:
All financial and timekeeping records and all other documentation	与根据本协议所提供的服务相关的所有财务和计时记录以及所有其他文件
related to services provided under this Agreement shall be made immediately available to the following entities and their duly appointed representatives to examine, audit and make copies upon request:	应立即提供给以下实体及其正式指定的代表，以便根据要求进行检查、审计和复制:
<ul style="list-style-type: none"> • ODHS 	俄勒冈州公众服务部
<ul style="list-style-type: none"> • OHA 	OHA

<ul style="list-style-type: none"> • The consumer-employer 	消费者雇主
<ul style="list-style-type: none"> • The APD or AAA local office 	APD 或 AAA 本地办公室
<ul style="list-style-type: none"> • The Oregon Department of Justice Medicaid Fraud Unit 	俄勒冈州司法部的 Medicaid 欺诈部门
<ul style="list-style-type: none"> • The Oregon Secretary of State Office, 	俄勒冈州州务卿办公室
<ul style="list-style-type: none"> • U.S. Center for Medicare & Medicaid Services, and 	美国 Medicare 和 Medicaid 服务中心, 以及
<ul style="list-style-type: none"> • The federal government. 	联邦政府。
3. Confidentiality	保密
Provider understands provider must keep all information involving provider's consumer-employer confidential. Provider can only share information with the consumer- employer's case manager, the local APD or AAA office or the community health registered nurse working with provider's consumer-employer and as authorized by law.	服务提供者知悉服务提供者必须对涉及服务提供者的消费者雇主的所有信息给予保密。服务提供者只能与消费者雇主的个案管理人、当地 APD 或 AAA 办公室或与服务提供者的消费者雇主合作并经法律授权的社区健康注册护士共享信息。
4. Active enrollment	主动注册报名
By signing this Agreement, the provider agrees provider is available and able to provide services to one or more consumer-employers who are eligible for publicly funded in-home services in Oregon. This Agreement and the provider's enrollment will be deactivated if services are not authorized or paid during a twelve-month period. After deactivation, the provider may reapply for enrollment as an HCW if provider wants to provide services to ODHS consumer-employers.	通过签署本协议, 则表示服务提供者同意其可以并能够向一个或多个有资格在俄勒冈州获得公共资助的居家服务的消费者雇主提供服务。如果服务在 12 个月内未获得授权或付款, 则本协议和服务提供者的注册将被停用。在停用后, 如果服务提供者希望为俄勒冈州公众服务部消费者雇主提供服务, 则服务提供者可以重新申请注册报名为 HCW。
5. Eligibility and continued participation	资格和继续参与
Eligibility and continued participation as a HCW depend on provider:	是否有资格成为 HCW 以及是否可以继续参与, 取决于服务提供者是否满足以下条件:
<ul style="list-style-type: none"> • Signing this Agreement 	签署本协议
<ul style="list-style-type: none"> • Completing a new agreement when required 	在要求时达成新的协议
<ul style="list-style-type: none"> • Meeting all enrollment standards described in OAR 411-031-0040 	满足 OAR 411-031-0040 中所规定的所有注册报名标准
<ul style="list-style-type: none"> • Passing a background check, 	通过背景调查, 以及

and	
<ul style="list-style-type: none"> Fulfilling all training requirements outlined in OAR 418-020-0035 (<i>mandatory training and competency evaluation standards</i>). 	满足 OAR 418-020-0035（强制性培训和能力评估标准）中所列出的所有培训要求。
Provider must pass all required provider enrollment database checks prior to enrollment and recertification. This includes, but is not limited to, the Office of Inspector General (OIG) exclusion list, System Award Management (SAM) exclusion list, Social Security Administration Death Master File, and IRS legal name and Social Security number validation.	服务提供者必须在注册报名和重新认证之前通过所有要求的服务提供者注册数据库检查。这包括但不限于监察长办公室 (OIG) 排除名单、系统奖励管理 (SAM) 排除名单、社会保障管理局死亡记录主文件以及美国国税局法定姓名和社会保障号码验证。
6. Provider suspensions and payment recovery	暂停服务提供者资格和追回付款
Failure of the application to be accurate in any respect or failure to comply with the terms of this Agreement, APD rules or Oregon Health Authority's rules may result in sanctions, termination of the Agreement or payment recovery per OAR 411-031-0020, OAR 411-031-0040 through 411-031-0050, OAR 411-034-0050 and 411-034-0055, OAR 411-020-	如果申请在任何方面存在不准确的问题，或未能遵守本协议条款、APD 规则或俄勒冈州卫生局规则，则可能会导致制裁、协议终止或根据 OAR 411-031-0020、OAR 411-031-0040 至 411-031-0050、OAR 411-034-0050 和 411-034-0055、OAR 411-020-
0000 through OAR 411-020-0130 and 410-120-1397 through 410-120-1600. Provider may have appeal rights as described in:	0000 至 OAR 411-020-0130 和 410-120-1397 至 410-120-1600 的规定追回付款。如以下所述规定，服务提供者可能会有上诉的权利：
<ul style="list-style-type: none"> OAR 411-031-0050 for homecare workers 	适用于居家护理工作者的 OAR 411-031-0050 规定
<ul style="list-style-type: none"> OAR 411-034-0055 for personal care attendants, and 	适用于私人护理人员的 OAR 411-034-0055 规定，以及
<ul style="list-style-type: none"> OAR 407-007-0200 through 410-007-0370 when based upon a background check. 	当基于背景调查时的 OAR 407-007-0200 至 410-007-0370 规定。
7. Employment relationship	雇佣关系
A. The provider understands provider is not employed by the state of Oregon, any division of ODHS or OHA, or by any Area Agency on Aging (AAA) and shall not for any purposes be deemed to be an employee of the state of Oregon (except as set forth in law for purposes of collective bargaining) or an AAA. Any reference to the Home Care Commission as the employer of	服务提供者清楚，服务提供者并非受雇于俄勒冈州、俄勒冈州公众服务部或 OHA 的任何部门，或任何地区老年人服务机构 (AAA)，并且不得出于任何目的而被视为俄勒冈州（除法律规定的集体谈判目的之外）或 AAA 的雇员。根据州法律的规定，任何提及家庭护理委员会作为雇主的记录，均只是为了集体谈判的目的。

record is solely for collective bargaining purposes, as provided by state law.	
B. The consumer-employer is responsible to locate, interview and hire a qualified provider. The terms of the employment relationship are the responsibility of the consumer-employer to establish at the time of hire.	消费者雇主负责寻找、面试和雇用合格的服务提供者。雇佣关系的条款是消费者雇主在雇佣时所确定的责任。
8. Medicaid participation	参加 Medicaid 计划
Provider understands and agrees that:	服务提供者理解并同意:
A. ODHS will verify whether information disclosed by provider is true and accurate. This information will be used to administer the Medicaid program.	俄勒冈州公众服务部会核实服务提供者所披露的信息是否真实准确。此信息将被用于对 Medicaid 计划的管理。
B. Provider will notify ODHS of any changes which would affect this Agreement, or payment for services covered by this Agreement, within thirty (30) days of the change. This includes but is not limited to, changes in name, contact information or criminal records.	如果有任何变更会对本协议或本协议所涵盖的服务的付款产生影响, 则服务提供者应在发生变更后三十 (30) 天内通知俄勒冈州公众服务部。这包括但不限于姓名、联系信息或犯罪记录的更改。
C. Provider shall at all times meet required training and applicable qualifications and be professionally competent to perform work under this Agreement. Failure to complete trainings or meet the applicable qualifications may result in the termination of provider's enrollment.	服务提供者应在任何时候均符合规定的培训和适用的资格, 并在专业上有能力履行本协议规定的相关工作。如果未完成相关培训或未达到适用的资格要求, 则可能会导致服务提供者的注册被终止。
D. Any communication or notices from the provider for purposes of this Agreement shall be given in writing to the local Aging and People with Disabilities, Area Agency on Aging (AAA) or ODHS by personal delivery, email, fax or regular mail.	服务提供者就本协议之目的所发出的任何通信或通知应以书面形式通过专人递送、电子邮件、传真或常规邮件的方式发送给当地的老年人及残障人士计划、地区老年人服务机构 (AAA) 或俄勒冈州公众服务部。
E. 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 to ODHS may be punished by administrative or criminal law or both. This includes, but is not	服务提供者在本协议中所提交的所有信息均真实准确。如果在与俄勒冈州公众服务部的任何通信中提供或包含任何故意遗漏、不实陈述或伪造的任何信息, 则均可能会受到行政或刑事法律的处罚, 或同时受到惩罚。惩罚包括但不限于拒绝签发俄勒冈州公众服务部服务提供者编号、撤销俄勒冈州公众服务部服务提供者编号以及追回任何

limited to, refusal to issue an ODHS provider number, revocation of the ODHS provider number and recovery of any overpayments.	多付的款项。
F. Provider is required to disclose any criminal offense related to the provider's involvement in any program under Medicare, Medicaid or Children's Health Insurance Program since the beginning of those programs.	服务提供者必须披露自 Medicare、Medicaid 或儿童健康保险计划开始以来，与服务提供者参与这些计划有关的任何刑事犯罪情况。
G. ODHS will not use public funds to support, in whole or in part, the employment of individuals in any capacity who have been convicted of a crime identified in ORS 443.004(3) and who have contact with Medicaid-eligible individuals.	俄勒冈州公众服务部不会使用公共资金以全部或部分的方式支持以任何被判定犯有 ORS 443.004(3) 中所确定的罪行的身份并且与符合 Medicaid 资格的个人有联系的个人的雇佣关系。
9. Services	服务
Provider understands and agrees that:	服务提供者理解并同意：
A. Provider shall perform services identified in the consumer-employer service plan and task list in accordance with the following rules, as applicable:	服务提供者应根据以下适用的规则，严格执行消费者雇主服务计划和任务清单中所确定的服务：
i. OAR chapter 411, division 30 (In-Home Services)	OAR 第 411 章第 30 部分（居家服务）
ii. OAR chapter 411, division 34 (State Plan Personal Care)	OAR 第 411 章第 34 部分（州计划私人护理）
iii. OAR chapter 411, division 35 (K-State Plan Ancillary Services)	OAR 第 411 章第 35 部分（K-State 计划辅助服务）
iv. OAR chapter 411, division 32 (Oregon Project Independence)	OAR 第 411 章第 32 部分（俄勒冈州项目独立服务）
B. Provider shall not enter into any subcontract or authorize another person to perform the services authorized by this Agreement on behalf of provider. Provider understands that by entering into a subcontract or authorizing another person to perform services on provider's behalf is considered Medicaid fraud and is punishable by law.	服务提供者不得签订任何分包合同或授权他人代表服务提供者履行本协议所授权的服务。服务提供者清楚，签订分包合同或授权他人代表服务提供者履行服务会被视为 Medicaid 欺诈，并会受到法律惩罚。
10. Payment	付款

Provider understands and agrees that:	服务提供者理解并同意:
A. ODHS shall pay provider on behalf of consumer-employers for HCW services provided under this Agreement that are prior authorized for payment. Payments made by ODHS from public funds are subject to ORS 293.462. ODHS and provider's obligations with respect to ODHS payments to provider are described in OAR chapter 411, divisions 27 and 31; OAR chapter 407, division 120; and	俄勒冈州公众服务部应代表消费者雇主对根据本协议所提供的 HCW 服务向服务提供者付款，这些服务已经事先获得了付款授权。由俄勒冈州公众服务部利用公共资金所支付的款项均必须遵守 ORS 293.462 的相关规定。OAR 第 411 章第 27 和 31 部分、OAR 第 407 章第 120 部分和 OAR 第 410 章第 120 部分明确规定了与俄勒冈州公众服务部向服务提供者付款有关的
OAR chapter 410, division 120.	俄勒冈州公众服务部和服务提供者的相关义务。
B. Provider will be paid at the wage rate agreed upon in the collective bargaining agreement between OHCC and SEIU, 503.	将按照 OHCC 和 SEIU (503) 集体谈判协议中约定的工资标准为服务提供者付款。
C. Any payment for services provided to ineligible consumer-employers or for services that were not authorized is the sole responsibility of the provider. ODHS will not make payments on behalf of ineligible consumer-employers or for services that were not authorized.	针对为不符合条件的消费者雇主提供的服务或未经授权的服务的任何付款，由服务提供者全权负责。俄勒冈州公众服务部不会为不符合条件的消费者雇主或未经授权的服务付款。
D. ODHS payment for any service provided under this Agreement is payment in full. Provider may not charge the consumer-employer, or a relative or representative of the consumer-employer, for:	俄勒冈州公众服务部为根据本协议所提供的任何服务所支付的款项均为全额付款。服务提供者不得就以下方面向消费者雇主，或消费者雇主的亲属或代表收取费用：
<ul style="list-style-type: none"> Items included in service payments 	服务费中已包含的项目
<ul style="list-style-type: none"> Any items for which ODHS makes payments, or 	任何由俄勒冈州公众服务部支付的项目，或
<ul style="list-style-type: none"> Any additional services provider chooses to provide the consumer-employer. By accepting payment, provider certifies compliance with all applicable ODHS rules. 	服务提供者选择为消费者雇主提供的任何额外服务。通过接受付款，服务提供者依此证明遵守了所有适用的俄勒冈州公众服务部规则。
E. 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,	作为付款条件，服务提供者必须符合并保持遵守本协议和付款规则 OAR 407-120-0300 至 407-120-1505、OAR 第 410 章第 120 部分、42 CFR 455.400 至 455.470（如适用），以及 42 CFR 455.100 至 455.106 的规定。

42 CFR 455.400 through 455.470, as applicable, and 42 CFR 455.100 through 455.106.	
<p>F. ODHS may recoup any overpayment made to provider as authorized per OAR 410- 120-1397 through 410-120-1600 and in accordance with the applicable collective bargaining agreement. This includes, but is not limited to, withholding of future payments to provider.</p>	<p>俄勒冈州公众服务部可能会根据 OAR 410-120-1397 至 410-120-1600 的授权并根据适用的集体谈判协议，收回向服务提供者支付的任何多付款项。这包括但不限于，预扣的未来要支付给服务提供者的款项。</p>
<p>G. Payment for HCW services performed beyond the current biennium at the time of signing is contingent on ODHS receiving from the Oregon Legislative Assembly appropriations, limitations, allotments or other expenditure authority sufficient to allow ODHS, in its reasonable administrative discretion, to continue to make payments.</p>	<p>在签字时，对当前两年期之后的 HCW 服务的付款要取决于俄勒冈州公众服务部从俄勒冈州立法议会是否获得了足够的批款、限制、拨款或其他支出授权，以使俄勒冈州公众服务部可以在其合理的行政酌情权下继续进行付款。</p>
<p>H. ODHS will not pay provider for work performed:</p>	<p>俄勒冈州公众服务部不会为在以下情形下所做的工作向服务提供者付款：</p>
<ul style="list-style-type: none"> • Before the agreement is completed and ODHS issues a provider number 	<p>在协议完成和俄勒冈州公众服务部发放服务提供者编号之前</p>
<ul style="list-style-type: none"> • After the agreement expires or terminates 	<p>在协议期满或终止后</p>
<ul style="list-style-type: none"> • After a background check expires, or 	<p>在背景调查过期后，或</p>
<ul style="list-style-type: none"> • While a provider number is deactivated, suspended or immediately terminated. 	<p>当服务提供者编号被停用、暂停或立即终止时。</p>
<p>I. Provider enrollment and issuance of a provider number does not guarantee work or any minimum amount of work.</p>	<p>服务提供者注册报名和服务提供者编号的发放并不保证会有工作或任何最低限度的工作量。</p>
<p>J. In accordance with OAR 410-120-1300 and 411-031-0040, all claims for service must be submitted within 12 months of the date of service or they will not be paid.</p>	<p>根据 OAR 410-120-1300 和 411-031-0040 的规定，所有服务的申报必须在服务之日起 12 个月内提交，否则将不予付款。</p>
<p>11. Duration and termination of Agreement</p>	<p>协议的期限和终止</p>
<p>A. This Agreement is good for 2 years from the date it was signed. The provider must</p>	<p>本协议自签署之日起有效期为 2 年。服务提供者必须在到期前至少七十天提交新协议，以便及</p>

submit a new Agreement at least seventy days prior to expiration for timely processing.	时处理。
B. ODHS will terminate, suspend or deactivate this Agreement if:ODHS issues a final order revoking the provider number and enrollment based on a finding under termination terms and conditions established in OAR 411-031-0050.	如果俄勒冈州公众服务部根据 OAR 411-031-0050 中规定的终止条款和条件的调查认定结果，发布了撤销服务提供者编号和注册资格的最终命令，俄勒冈州公众服务部将终止、暂停或停用本协议。
1. The provider fails to submit timely, complete and accurate information or cooperate with any screening requirements unless ODHS determines it is not in the best interest of the Medicaid program.	服务提供者未能及时、完整且准确地提交信息或配合任何筛查要求，除非俄勒冈州公众服务部认为这并不符合 Medicaid 计划的最佳利益。
2. The provider's enrollment is terminated under Title XIX of the Social Security Act or under a Medicaid program or CHIP program of any state.	根据《社会保障法》第十九条或任何州的 Medicaid 计划或 CHIP 计划，服务提供者的注册资格被终止。
3. The provider fails to submit sets of fingerprints in the way determined by ODHS within 30 days of a Centers for Medicare and Medicaid Services (CMS) or an ODHS request, unless ODHS determines it is not in the best interests of the Medicaid program.	服务提供者未能在 Medicare 和 Medicaid 服务中心 (CMS) 或俄勒冈州公众服务部请求后 30 天内以俄勒冈州公众服务部确定的方式提交成套指纹，除非俄勒冈州公众服务部认为这并不符合 Medicaid 计划的最佳利益。
4. Provider has been convicted of a criminal offense, or suspended or debarred from provider's involvement with Medicare, Medicaid or the Children's Health Insurance Program in the last 10 years	在过去 10 年内服务提供者被判犯有刑事罪行，或服务提供者被暂停或禁止参与 Medicare、Medicaid 或儿童健康保险计划
5. CMS or ODHS determines that the provider has falsified any application information or if CMS or ODHS cannot verify the identity of the provider applicant	CMS 或俄勒冈州公众服务部确定服务提供者伪造了任何申请信息，或 CMS 或俄勒冈州公众服务部无法核实服务提供者申请人的身份
6. ODHS fails to receive funding, appropriations, limitations, or other expenditure authority at levels that ODHS or the specific program determines to be sufficient to pay for the services or items covered under this Agreement.	俄勒冈州公众服务部未能获得俄勒冈州公众服务部或具体计划所确定的足以支付本协议所涵盖的服务或项目的资金、拨款、限制或其他支出的授权。
7. Federal or state laws, regulations or guidelines change or ODHS interprets them in a way that prohibits:	联邦或州法律、法规或指南发生变更或俄勒冈州公众服务部以禁止以下情况的方式对其进行解释：

8. Providing the services or items under the agreement, or	提供协议规定的服务或项目， 或
9. Paying for such services or items from the planned funding source	从计划的资金来源支付此类服务或项目的费用
10. The provider no longer qualifies as a provider. The termination will be effective on the date provider is no longer qualified.	该服务提供者不再满足作为服务提供者的资格。终止将在服务提供者不再满足资格之日生效。
11. The provider fails to meet one or more of the requirements governing participation as an ODHS enrolled provider. This includes the requirement to pass a background check every two years. In addition to termination, suspension or deactivation 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 consumer-employers during a period of suspension.	服务提供者未能满足参与作为俄勒冈州公众服务部注册服务提供者的一项或多项要求。这包括每两年要通过一次背景调查的要求。除了终止、暂停或停用本协议之外，根据 OAR 407-120-0360 的规定，服务提供者编号可能会被立即暂停。在暂停期间，不得向消费者雇主提供任何服务或项目。
12. The provider fails to fulfil all required training and assessment requirements.	服务提供者未能满足所有要求的培训和评估要求。
13. ODHS may terminate this Agreement at any time with written notification to provider.	俄勒冈州公众服务部可能会随时以书面通知的形式通知服务提供者终止本协议。
14. The provider may terminate this Agreement at any time by submitting a written notice in person or by email to the local office or Area Agency on Aging 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 while the Agreement was in effect.	服务提供者可能会随时终止本协议，可以采用亲自或通过电子邮件向当地办公室或地区老年人服务机构提交书面通知的方式，并且应列明具体的终止生效日期。本协议的终止并不解除服务提供者在本协议有效期间就服务日期所提供的服务或项目应承担的任何义务。
12. Provider certifies:	服务提供者要证明：
A. Provider is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means:	服务提供者没有违反俄勒冈州的任何税法。在本证明中，“俄勒冈州的税法”指的是：
<ul style="list-style-type: none"> • A state tax imposed by Oregon Revised Statutes (ORS) 320.005 to 320.150 and 403.200 to 403.250, and 	俄勒冈州修订法规 (ORS) 320.005 至 320.150 和 403.200 至 403.250 所征收的州税，以及

<ul style="list-style-type: none"> • ORS chapters 118, 314, 316, 317, 318, 321, and 323, and 	ORS 第 118、314、316、317、318、321 和 323 章，以及
<ul style="list-style-type: none"> • Local taxes administered by the Department of Revenue under ORS 305.620. 	由税务局根据 ORS 305.620 管理的不地方税。
B. Provider is not required to pay backup withholdings because:	由于以下原因，服务提供者无需支付备用预扣税：
<ul style="list-style-type: none"> • Provider is exempt from backup withholding 	服务提供者被免除备用预扣税
<ul style="list-style-type: none"> • The Internal Revenue Service (IRS) has not notified provider of being liable for backup withholding due to failing to report all interest or dividends, or 	由于未报告所有利息或股息，美国国税局（IRS）未通知服务提供者应承担备用预扣税的责任，或
<ul style="list-style-type: none"> • The IRS has notified provider of no longer being subject to backup withholding. 	IRS 已通知服务提供者不再受备用预扣税的约束。
C. Provider will provide services to consumer-employers without regard to race, religion, national origin, sex, age, marital status, sexual orientation or disability (<i>as defined under the Americans with Disabilities Act</i>). Contracted services must reasonably accommodate the cultural, language and other special needs of consumer-employers.	服务提供者会为消费者雇主提供服务，不会考虑种族、宗教、国籍、性别、年龄、婚姻状况、性取向或残疾等情况（定义见《美国残疾人法》）。签订的合同服务必须合理地满足消费者雇主的文化、语言以及其他特殊需求。
D. Provider is not included on the list titled “Specially Designated Nationals and Blocked Persons.” The U.S. Department of the Treasury Office of Foreign Assets Control keeps this list, available at https://www.treasury.gov/ofac/downloads/sdnlist.pdf .	服务提供者未被列入题为“特别指定国民和被封锁人员”名单。美国财政部海外资产控制办公室留有此名单，可在 https://www.treasury.gov/ofac/downloads/sdnlist.pdf 获得。
E. Provider acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) the provider makes or causes and that pertains to this Agreement or to the services for which the work related to this Agreement is being performed and payment requested.	服务提供者承认，《俄勒冈州虚假申报法》（ORS 180.750 至 180.785）适用于服务提供者提出或促使提出的任何“申报”（定义见 ORS 180.750），并且此类申报与本协议或与本协议相关的工作和要求付款的服务有关。
<ul style="list-style-type: none"> • Provider certifies that no claim is 	服务提供者证明，任何申报均不是或将不会是

or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755.	“虚假申报”（定义见 ORS 180.750）或 ORS 180.755 所禁止的行为。
<ul style="list-style-type: none"> 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 	服务提供者进一步承认，除本协议规定的补救措施外，如果服务提供者提出（或促使提出）虚假申报或采取
(or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties in the Oregon False Claims Act against provider.	（或促使采取）《俄勒冈州虚假申报法》禁止的行为，俄勒冈州总检察长可针对服务提供者强制执行《俄勒冈州虚假申报法》规定的责任和处罚。
13. Indemnification	赔偿
Provider shall indemnify and defend the state of Oregon, its 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.	对于因服务提供者在本协议下的作为或者不作为而引起的或与之相关的任何性质的所有索赔、起诉、诉讼、损失、损害、责任、成本和费用，服务提供者应向俄勒冈州、其各自的机构及其官员、雇员和代理人进行赔偿并为其辩护以使其免受前述侵害。
14. Provider signature	服务提供者签名
By signing this Homecare Worker Provider Enrollment Application I acknowledge that I have read the enrollment Agreement, understand the terms of the Agreement, agree to be bound by the terms and conditions of the Agreement, and attest that all information I have provided to ODHS is true and accurate. I further understand and agree that violation of any of the terms and conditions in this Agreement are grounds for the termination of this Agreement and may be grounds for other sanctions as provided by statute, administrative rule or this Agreement.	通过签署本居家护理工作服务提供者注册报名申请，我承认我已阅读本注册报名协议、理解本协议的相关条款、同意接受本协议条款和条件的约束，并证明我向俄勒冈州公众服务部所提供的信息均真实且准确。本人进一步表示理解并同意，违反本协议中的任何条款和条件将成为本协议终止的理由，并可能成为法律、行政法规或本协议规定的其他制裁的理由。
Print name of provider	服务提供者的正楷书写姓名
Signature of provider	服务提供者的签名
Signature date (effective date)	签名日期（生效日期）
Return completed document to your local Aging and People with Disabilities office or Area Agency on Aging office.	请将填妥的文件交回给当地的老年人及残障人士办公室或地区老年人服务机构办公室。
NOTE: This form contains your personal information. If you return the form by un-secured email, there is some risk it could be	注：本表格包含您的个人信息。如果您通过不安全的电子邮件交回本表格，则存在可能遭到您未

<i>intercepted by someone you did not send it to.</i>	向其发送本表格的人士拦截的风险。
<i>If you are not sure how to send a secure email, consider using regular mail or fax.</i>	如果您不确定如何发送安全的电子邮件，请考虑使用普通邮件或传真方式。