

Homecare Worker (HCW) Provider Enrollment Application and Agreement

Homecare Worker (HCW) Provider Enrollment Application and Agreement	居家照護工作者 (HCW) 服務提供者註冊申請與協議書
This Homecare Worker (HCW) Medicaid Provider Enrollment Application and Agreement explains how to do the following	此份居家照護工作者 (HCW) Medicaid 服務提供者註冊申請與協議書說明了如何完成下列事項
<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 	註冊成為俄勒岡州公眾服務部 (ODHS) 老年人與殘障人士 (APD) 計劃的服務提供者並說明 HCW 的合規義務
<ul style="list-style-type: none"> Update enrollment information, and 	更新註冊資訊；以及
<ul style="list-style-type: none"> Receive a provider number. 	獲得服務提供者編號。
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.	註：服務提供者必須擁有服務提供者編號才能在為俄勒岡州符合 Medicaid 資格的人士提供服務時獲得給付。聯邦 Medicaid 與州政府資金負責給付這些服務。
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.	您可獲得本文件的其他語言版本、大字版、盲文版或您偏好的格式。請致電 800-241-3013 與 APD 服務提供者關係單位聯絡，或者寄送電子郵件至 HCW.Enrollment@dhsosha.state.or.us。我們會接聽所有傳譯電話或者您可撥打 711。
Provider name	服務提供者姓名
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.)	(如您最新的社會安全卡上所列，包括在名字後的後綴，例如 Jr.)
First	名字
Middle initial	中間名縮寫
Last	姓氏
Aliases or other names used	別名或使用過的其他姓名
First	名字
Middle initial	中間名縮寫
Last	姓氏
First	名字
Middle initial	中間名縮寫
Last	姓氏
Provider type requested (mark all that apply)	申請的服務提供者類型 (請標記所有適用選項)
New HCW enrollment (73-737)	新 HCW 註冊 (73-737)
HCW provider number renewal	HCW 服務提供者編號更新
Provider number	服務提供者編號

HCW re-enrollment (if provider number has been closed longer than 30 days)	HCW 重新註冊（服務提供者編號已失效超過 30 天以上）
Provider number	服務提供者編號
HCW name change	HCW 姓名變更
Provider number	服務提供者編號
Branch number	分部號碼
Providers must disclose their Social Security number (SSN). SSNs are required	服務提供者必須披露其社會安全號碼 (SSN)。需要 SSN 來
<ul style="list-style-type: none"> To establish your identity [per 42 USC 405(c)(2)(C)(i)] 	<ul style="list-style-type: none"> 確認您的身分 [根據《美國法典》(USC) 第 42 篇第 405(c)(2)(C)(i) 節]
<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"> 確認您沒有遭到排除不得成為服務提供者 [根據《聯邦規則彙編》(CFR) 第 42 篇第 455.104 節和第 455.436 節]；以及
<ul style="list-style-type: none"> To report tax information [per 26 CFR 301.6109-1] 	<ul style="list-style-type: none"> 申報所得稅資訊 [根據 CFR 第 26 篇第 301.6109-1 節]
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.	DHS 可能會根據您在下方所提供的姓名和社會安全號碼 (SSN) 向國稅局 (IRS) 和俄勒岡州稅捐處通報資訊。
Do you consent to entering your SSN into ORCHARDS (background check system) to link to previous background check approvals?	您是否同意將您的 SSN 輸入 ORCHARDS（背景調查系統）中，以和先前通過的背景調查做連結？
Yes	是
No	否
Do not leave any area of this section blank. If the form is not complete, your application will be denied.	請勿將本部分的任何欄位留白。如果表格未填寫完整，您的申請將會遭到拒絕。
Street address	街道地址
City	城市
State	州
ZIP code (+4)	郵遞區號 (+4)
County	郡縣
Mailing address (if different from above)	通訊地址（如不同於上述地址）
City	城市
State	州
ZIP code (+4)	郵遞區號 (+4)
County	郡縣
Date of birth	出生日期
SSN	SSN
Phone number	電話號碼
Email address	電子郵件地址
Have you been terminated or excluded from	您是否曾遭到免職或遭到排除不得成為 Medicare

participation as a provider in Medicare or any state Medicaid or Children's Health Insurance Program (CHIP) program?	或任何州政府 Medicaid 或兒童健康保險計劃 (CHIP) 的服務提供者？
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?	您目前是否持有或者您過去是否曾經持有任何其他州政府 Medicaid、Medicare 或其他 ODHS、俄勒岡州衛生監管機關 (OHA)、APD、發展障礙人士服務處 (ODDS) 或 OHA 健康系統分部 (OHA-HSD) 的服務提供者編號？
Yes	是
No	否
If yes, list provider number(s) here	如回答「是」，請在此處列出服務提供者編號
Have you lived outside of the state of Oregon within the last five years?	您在過去五年內是否曾居住在俄勒岡州境外？
Yes	是
No	否
If yes, enter information in table below	如回答「是」，請填寫下表資訊
Year	年份
Start	開始日期
End	結束日期
City	城市
State	州
Country	國家
Name(s) used at this residence	在該居住地所使用的姓名
Gender identity — How do you identify? (Check all that apply.)	性別認同 — 您認為自己是什麼性別？（請勾選所有適用選項。）
Woman	女性
Man	男性
Non-binary, agender, gender non-conforming or another gender identity	非二元性別、無性別、非常規性別或其他性別認同
Prefer not to disclose	不願披露
Do you consider yourself transgender?	您是否認為自己是跨性別者？
Yes	是
No	否
Prefer not to disclose	不願披露
Language	語言
What languages, including American Sign Language, do you speak? (Choose all that apply.)	您使用什麼語言（包括美國手語）？（請選擇所有適用選項。）
I speak [Choose language]	我使用[請選擇語言]
and also speak [Choose language].	也使用[請選擇語言]。
I speak another language (enter language here)	我使用其他語言（請在此處輸入語言）

What languages do you read? (Choose all that apply.)	您使用什麼語言閱讀？（請選擇所有適用選項。）
I read [Choose language]	我使用[請選擇語言]閱讀
and also read [Choose language] .	也使用[請選擇語言] 閱讀。
I read another language (enter language here)	我使用其他語言閱讀（請在此處輸入語言）
Race and ethnicity — How do you identify? (Check all that apply.)	種族與族裔 — 您認為自己是什麼種族與族裔？（請勾選所有適用選項。）
African	非洲人
American Indian/Alaska Native	美國印第安人／阿拉斯加原住民
Arab, Middle Eastern	阿拉伯人、中東人
Asian	亞裔
Black/African American	黑人／非裔美國人
Latino/Latina/Latinx	拉丁裔男性／拉丁裔女性／拉丁裔
More than one race	混血
Native Hawaiian or Pacific Islander	夏威夷原住民或太平洋島民
White	白人
Other	其他
Prefer not to disclose	不願披露
THIS SECTION INTENTIONALLY BLANK	本部分刻意留白
Homecare worker (HCW) provider enrollment agreement	居家照護工作者 (HCW) 服務提供者註冊協議書
This HCW Provider Enrollment Application and Agreement (referred to as Agreement) 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 服務提供者註冊申請與協議書（以下簡稱為「本協議」）說明了俄勒岡州政府、俄勒岡州公眾服務部 (ODHS)、老年人與殘障人士服務處 (APD)、俄勒岡州衛生監管機關 (OHA) 以及服務提供者之間的關係，內容是有關由 ODHS 所提供的給付，或者由獲得 ODHS 資助和授權的機構來給付獲得事先授權、由公共機構提供資金並由 HCW 提供給合格消費者雇主的居家服務。
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.	在簽名之前，請仔細檢閱本協議的內容。本協議列出了您身為俄勒岡州 Medicaid 服務提供者的義務。未能遵守本協議和您的義務，可能會導致您的服務提供者編號和註冊遭到終止，或導致其他後果。
Compliance with applicable laws	遵守適用法律
Provider understands and agrees that:	服務提供者瞭解並同意：

<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 (compliance with federal and state statutes).</p>	<p>服務提供者應遵守與本協議中之用品和服務有關的聯邦法律和法規、州法律和法規以及地方法律和法規。其中包括但不限於《俄勒岡州行政法規》(OAR) 407-120-0325 (遵守聯邦法律和州法律)。</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>如果法院裁定本協議中的任何條款或規定違法或與任何法律有牴觸之處，本協議中的剩餘條款和規定仍應保持有效。當事方的權利與義務應如同本協議沒有包含被認定為無效之該特定條款或規定一樣進行解釋和執行。</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>未能遵守本協議的條款或任何適用的 ODHS 規定可能會導致服務提供者的服務提供者編號遭到終止或失效。根據 OAR 411-031-0050 的規定，服務提供者可能享有上訴權利（有註冊消費者雇主服務提供者計劃的居家照護工作者）。根據《俄勒岡州修正條例》(ORS) 419B.005 至 419B.050 以及 ORS 124.050 至 124.095 的規定，服務提供者是屬於義務通報者。服務提供者每週七天，每天 24 小時皆必須按照規定通報與下列人士有關的虐待或疑似虐待事件：</p>
<ul style="list-style-type: none"> • A child, 	<p>兒童；</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>護理機構的住院者；或</p>
<ul style="list-style-type: none"> • An individual receiving mental health or intellectual/developmental disability services. 	<p>接受心理健康或智能／發展障礙服務的人士。</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>若未能通報虐待或疑似虐待的事件，服務提供者將會受到法律的懲罰，且可能會導致服務提供者的註冊遭到終止。</p>
<p>D. If provider provides service-related transportation services or travels directly between consumers' homes in</p>	<p>如果服務提供者有提供與服務相關的交通運輸服務，或者服務提供者在當天直接往來於不同消費者的住家，則服務提供者必須按照法律規定持有</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>並保有有效的駕駛執照和汽車保險承保。服務提供者必須每六個月向 ODHS 提供一次汽車保險承保證明，或者如果保險更新，則應更快提供。服務提供者瞭解，如果服務提供者未持有有效的駕駛執照和汽車保險，則服務相關交通運輸或通勤時間將不會獲得授權或給付。</p>
<p>1. Consumer-employer eligibility</p>	<p>消費者雇主的資格</p>
<p>Provider will be paid based on:</p>	<p>服務提供者將會根據下列項目獲得給付：</p>
<ul style="list-style-type: none"> • This Agreement, 	<p>本協議；</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>俄勒岡州居家照護委員會 (OHCC) 和服務業雇員國際工會 (SEIU) 本地 503 號分會之間所簽訂的集體勞資談判協議；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>適用的現行行政法規（若獲得核准的服務是提供給有資格接受由公家機關資助之居家服務的消費者雇主）。</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>服務提供者將會就在消費者雇主服務計劃中以及在 ODHS 或區域老年人服務機構 (AAA) 核准的任務清單中獲得授權的服務獲得給付。在下列任何情況下所進行的任何給付均屬於超額給付：</p>
<ul style="list-style-type: none"> • Services that are not included on the consumer-employer approved service plan and task list, 	<p>未包含在獲得核准之消費者雇主服務計劃和任務清單中的服務；</p>
<ul style="list-style-type: none"> • Services provided for more hours than authorized, or 	<p>提供時數超過授權時數的服務；或</p>
<ul style="list-style-type: none"> • Services provided to a consumer-employer not eligible for services. 	<p>向沒有資格接受服務之消費者雇主提供的服務。</p>
<p>Any overpayments must be repaid to ODHS and are the sole responsibility of the provider.</p>	<p>任何超額給付皆必須償付給 ODHS 且服務提供者必須對此全權負責。</p>

<p>2. Recordkeeping, access and confidentiality of consumer-employer records</p>	<p>消費者僱主紀錄的保存、使用權限和保密條款</p>
<p>Provider understands and agrees that:</p>	<p>服務提供者瞭解並同意：</p>
<p>A. Recordkeeping:</p>	<p>保存紀錄：</p>
<p>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.</p>	<p>服務提供者需負責正確填寫財務和時間紀錄（例如：時間表）以及與服務提供者提出補償申請之具體服務有關的所有其他文件。服務提供者應保存所有紀錄，完整記載根據本協議規定提供給合格消費者僱主且服務提供者根據適用行政法規提出補償申請的具體服務。</p>
<p>ii. Provider shall keep and be able to provide all records described above in 3(A)(i) for whichever is longer:</p>	<p>服務提供者應保存且能夠提供在上文 3(A)(i) 項所述的所有服務，期限以下列較長者為準：</p>
<ul style="list-style-type: none"> • Six years following final payment and termination of this Agreement 	<p>在完成最後一次給付且本協議終止後的六年</p>
<ul style="list-style-type: none"> • Any period as required by applicable law, or 	<p>適用法律所規定的任何期限；或</p>
<ul style="list-style-type: none"> • Until any audit, controversy or litigation arising from or related to this Agreement is complete. 	<p>直到由本協議所引起或與本協議有關的任何審核、爭議或訴訟結束為止。</p>
<p>B. Access:</p>	<p>使用權限：</p>
<p>All financial and timekeeping records and all other documentation</p>	<p>與根據本協議所提供之服務有關的所有財務和時間紀錄及其他所有文件</p>
<p>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:</p>	<p>皆應在下列機構及其正式委任之代表提出要求後立即供其檢查、審核及影印：</p>
<ul style="list-style-type: none"> • ODHS 	<p>ODHS</p>
<ul style="list-style-type: none"> • OHA 	<p>OHA</p>

<ul style="list-style-type: none"> • The consumer-employer 	消費者雇主
<ul style="list-style-type: none"> • The APD or AAA local office 	APD 或 AAA 當地辦公室
<ul style="list-style-type: none"> • The Oregon Department of Justice Medicaid Fraud Unit 	俄勒岡州司法部 Medicaid 詐欺單位
<ul style="list-style-type: none"> • The Oregon Secretary of State Office, 	俄勒岡州州務卿辦公室
<ul style="list-style-type: none"> • U.S. Center for Medicare & Medicaid Services, and 	美國 Medicare 與 Medicaid 服務中心；以及
<ul style="list-style-type: none"> • The federal government. 	聯邦政府。
3. Confidentiality	保密條款
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.	服務提供者瞭解，服務提供者必須對與服務提供者之消費者雇主有關的所有資訊保密。服務提供者僅可與消費者雇主的個案經理、當地 APD 或 AAA 辦公室、為消費者雇主提供服務的社區保健註冊護士分享資訊，且僅有在獲得法律授權的情況下才可分享資訊。
4. Active enrollment	主動註冊
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.	簽署本協議即代表服務提供者同意其願意且能夠向一名或多名有資格接受由俄勒岡州公共機關資助之居家服務的消費者雇主提供服務。如果服務沒有在十二個月的期限內獲得授權或給付，本協議和服務提供者的註冊將會失效。在服務提供者的註冊失效之後，如果服務提供者想為 ODHS 的消費者雇主提供服務，服務提供者可重新申請註冊。
5. Eligibility and continued participation	資格及持續參與
Eligibility and continued participation as a HCW depend on provider:	資格以及能否以 HCW 的身分持續參與將視服務提供者是否有：
<ul style="list-style-type: none"> • Signing this Agreement 	簽署本協議
<ul style="list-style-type: none"> • Completing a new agreement when required 	在必要時完成新協議的簽署
<ul style="list-style-type: none"> • Meeting all enrollment standards described in OAR 411-031-0040 	符合 OAR 411-031-0040 中所述的所有註冊標準
<ul style="list-style-type: none"> • Passing a background check, 	通過犯罪背景調查；以及

and	
<ul style="list-style-type: none"> Fulfilling all training requirements outlined in OAR 418-020-0035 (mandatory training and competency evaluation standards). 	滿足 OAR 418-020-0035 中所列的所有訓練規定（義務性訓練以及能力評估標準）。
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.	服務提供者在註冊和接受重新認證之前，必須通過所有必要的服務提供者註冊資料庫調查。其中包括但不限於檢察總長辦公室 (OIG) 排除名單、系統獎勵管理 (SAM) 排除名單、社會安全局過世者主檔案以及 IRS 法定姓名和社會安全號碼驗證。
6. Provider suspensions and payment recovery	醫療服務提供者註冊吊銷與給付追討
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-	若申請資訊有任何不正確之處或者未能遵守本協議的條款、APD 的規定或俄勒岡州衛生監管機關的規定，則可能會導致根據 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 以及 410-120-1397 至 410-120-1600 遭到制裁、協議終止或給付追討。服務提供者可能享有如下列法規中所述的上訴權利：
<ul style="list-style-type: none"> OAR 411-031-0050 for homecare workers 	OAR 411-031-0050（適用於居家照護工作者）
<ul style="list-style-type: none"> OAR 411-034-0055 for personal care attendants, and 	OAR 411-034-0055（適用於個人照護助理）；以及
<ul style="list-style-type: none"> OAR 407-007-0200 through 410-007-0370 when based upon a background check. 	OAR 407-007-0200 至 410-007-0370（以犯罪背景調查為依據的情況）。
7. Employment relationship	雇傭關係
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	服務提供者瞭解，服務提供者不是受雇於俄勒岡州政府、ODHS 或 OHA 的任何分部或任何區域老年人服務機構 (AAA)，且不應該因任何理由而被認定為是俄勒岡州政府或 AAA 的員工（除非在法律中有規定用於集體勞資談判用途）。根據州法律規定，若任何參考資料提到居家照護委員會是紀錄上的雇主，那純粹是為了集體勞資談判用途。

Care Commission as the employer of 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.	消費者雇主需負責尋找、面試和雇用符合資格的服务提供者。消費者雇主需負責在雇用服务提供者時訂立僱傭關係的條款。
8. Medicaid participation	Medicaid 參與
Provider understands and agrees that:	服務提供者瞭解並同意：
A. ODHS will verify whether information disclosed by provider is true and accurate. This information will be used to administer the Medicaid program.	ODHS 將會驗證服務提供者所披露的資訊是否屬實且正確無誤。該等資訊將會被用於執行 Medicaid 計劃。
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.	若有任何資訊變更將會影響到本協議或本協議承保服務的給付，服務提供者將需在變更發生後的三十 (30) 天內通知 ODHS。其中包括但不限於姓名、聯絡資訊或刑事犯罪紀錄的變更。
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.	服務提供者應隨時滿足訓練及適用的資格規定，且具備專業能力以執行本協議中的工作。若未能完成訓練或不符合適用的資格，可能會導致服務提供者的註冊遭到終止。
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.	由服務提供者所發出並與本協議有關的任何通信或通知皆必須由服務提供者以書面方式親自遞交、透過電子郵件、傳真或普通郵件提供給當地的老年人與殘障人士服務處、區域老年人服務機構 (AAA) 或 ODHS。
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	由服務提供者在本協議中所提交的所有資訊均屬實且正確無誤。若在與 ODHS 的任何通信過程中，蓄意疏漏任何資訊、蓄意提供或包含任何不實資訊陳述或資訊造假，可能會受到行政法規或刑事法律的懲罰，也可能會同時受到兩者的懲罰。懲罰包括但不限於拒絕核發 ODHS 服務提供

law or both. This includes, but is not limited to, refusal to issue an ODHS provider number, revocation of the ODHS provider number and recovery of any overpayments.	者編號、撤銷 ODHS 服務提供者編號及追討任何超額給付。
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.	服務提供者必須按規定披露自 Medicare 計劃、Medicaid 計劃或兒童健康保險計劃開始推出以來，與服務提供者參與任何這些計劃有關的任何刑事犯罪紀錄。
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.	ODHS 將不會使用公家資金來全額或部分資助雇用曾經遭到 ORS 443.004(3) 中所列之犯罪行為定罪且曾與 Medicaid 合格人士有過接觸的任何人士來擔任任何職務。
9. Services	服務
Provider understands and agrees that:	服務提供者瞭解並同意：
A. Provider shall perform services identified in the consumer-employer service plan and task list in accordance with the following rules, as applicable:	服務提供者應在適用的情況下根據下列規定執行消費者雇主服務計劃和工作清單中所列的服務：
i. OAR chapter 411, division 30 (In-Home Services)	OAR 第 411 章第 30 節（居家服務）
ii. OAR chapter 411, division 34 (State Plan Personal Care)	OAR 第 411 章第 34 節（州政府計劃個人照護）
iii. OAR chapter 411, division 35 (K-State Plan Ancillary Services)	OAR 第 411 章第 35 節（K-State Plan 輔助服務）
iv. OAR chapter 411, division 32 (Oregon Project Independence)	OAR 第 411 章第 32 節（俄勒岡州自主計劃）
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.	服務提供者不應簽訂任何分包合約或授權其他人來代表服務提供者執行本協議所授權的服務。服務提供者瞭解，簽訂分包合約或授權其他人來代表服務提供者執行服務是屬於 Medicaid 詐欺行為且將會受到法律懲罰。
10. Payment	給付

Provider understands and agrees that:	服務提供者瞭解並同意：
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	ODHS 應代表消費者雇主就根據本協議所提供且已取得給付事先授權的 HCW 服務給付服務提供者。由 ODHS 使用公家資金所提供的給付需受到 ORS 293.462 的約束。與 ODHS 向服務提供者提供之給付有關的 ODHS 和服務提供者義務均說明於 OAR 第 411 章第 27 節和第 31 節、OAR 第 407 章第 120 節以及
OAR chapter 410, division 120.	OAR 第 410 章第 120 節。
B. Provider will be paid at the wage rate agreed upon in the collective bargaining agreement between OHCC and SEIU, 503.	服務提供者將會根據 OHCC 和 SEIU 第 503 號分會之間所簽訂之集體勞資談判協議中所議定的薪資費率獲得給付。
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.	針對向不符合資格的消費者雇主所提供的服務或是未獲得授權的服務，服務提供者需全權負責任何給付的事宜。ODHS 將不會代表不符合資格的消費者雇主提供給付，也不會針對未獲得授權的服務提供給付。
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:	ODHS 針對根據本協議所提供之任何服務所進行的給付均為全額給付。服務提供者不得針對下列項目向消費者雇主或消費者雇主的親戚或代表收取費用：
<ul style="list-style-type: none"> • Items included in service payments 	包含在服務給付中的項目
<ul style="list-style-type: none"> • Any items for which ODHS makes payments, or 	屬於 ODHS 給付範圍的任何項目；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. 	服務提供者選擇為消費者雇主提供的任何額外服務。接受給付即代表服務提供者證明符合所有適用的 ODHS 規定。
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,	作為給付的條件，服務提供者必須符合並持續遵守本協議和下列給付規定：OAR 407-120-0300 至 407-120-1505、OAR 第 410 章第 120 節、42 CFR 455.400 至 455.470（如適用）以及 42 CFR 455.100 至 455.106。

42 CFR 455.400 through 455.470, as applicable, and 42 CFR 455.100 through 455.106.	
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.	ODHS 可能會根據 OAR 410- 120-1397 至 410-120-1600 的授權以及根據適用的集體勞資談判協議收回任何向服務提供者提供的超額給付。其中包括但不限於扣留未來要提供給服務提供者的給付。
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.	在簽署協議時，在超過目前兩年期限之後所提供之 HCW 服務的給付需視 ODHS 透過俄勒岡州議會所獲得的撥款、受到的限制、分配到的資源或其他獲得授權的開支是否足以讓 ODHS 作出合理的行政決定以繼續提供給付。
H. ODHS will not pay provider for work performed:	ODHS 將不會給付服務提供者在下列期間所執行的工作：
<ul style="list-style-type: none"> • Before the agreement is completed and ODHS issues a provider number 	在簽署完協議及 ODHS 核發服務提供者編號之前
<ul style="list-style-type: none"> • After the agreement expires or terminates 	在協議到期或終止之後
<ul style="list-style-type: none"> • After a background check expires, or 	在犯罪背景調查到期之後；或
<ul style="list-style-type: none"> • While a provider number is deactivated, suspended or immediately terminated. 	在服務提供者編號失效、遭到吊銷或即刻終止時。
I. Provider enrollment and issuance of a provider number does not guarantee work or any minimum amount of work.	完成服務提供者註冊和核發服務提供者編號不代表一定可以獲得工作或任何最低工時。
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.	根據 OAR 410-120-1300 和 411-031-0040，所有服務的請款申請皆必須在服務日期起的 12 個月內提出，否則將無法獲得給付。
11. Duration and termination of Agreement	協議的期限和終止
A. This Agreement is good for 2 years from	本協議從簽署日期開始算起有效期限為 2 年。服務提供者必須在協議到期之前至少提前七十天提

<p>the date it was signed. The provider must submit a new Agreement at least seventy days prior to expiration for timely processing.</p>	<p>交新的協議才能獲得即時處理。</p>
<p>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.</p>	<p>如果發生下列情況，ODHS 將會終止、暫停或取消此項協議：ODHS 根據 OAR 411-031-0050 中所規定的協議終止條款與條件作出裁決，並依據此裁決發出最終命令撤銷服務提供者編號和註冊。</p>
<p>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.</p>	<p>服務提供者未準時提交完整且正確的資訊或者未配合任何篩選規定，除非 ODHS 判定該規定不符合 Medicaid 計劃的最佳利益。</p>
<p>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.</p>	<p>服務提供者的註冊根據《社會安全法案》第十九篇的規定或根據任何州的 Medicaid 計劃或 CHIP 計劃遭到終止。</p>
<p>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.</p>	<p>服務提供者未在 Medicare 和 Medicaid 服務中心 (CMS) 或 ODHS 提出要求後的 30 天內透過 ODHS 所決定的方式提交一組指紋，除非 ODHS 判定這不符合 Medicaid 計劃的最佳利益。</p>
<p>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</p>	<p>服務提供者在過去 10 年內遭到刑事犯罪定罪，或者遭到停職或禁止參與 Medicare、Medicaid 或兒童健康保險計劃。</p>
<p>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</p>	<p>CMS 或 ODHS 判定服務提供者提供任何造假的申請資訊，或者 CMS 或 ODHS 無法確認服務提供者申請人的身分</p>
<p>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.</p>	<p>ODHS 所獲得的資金、撥款、受到的限制、或其他獲得授權的開支金額讓 ODHS 或特定計劃判定不足以支付屬於本協議涵蓋範圍的服務或項目。</p>
<p>7. Federal or state laws, regulations or guidelines change or ODHS interprets them in a way that prohibits:</p>	<p>聯邦政府或州政府法律、法規或準則有所修改或者 ODHS 解讀法律、法規或準則的方式導致無法：</p>

8. Providing the services or items under the agreement, or	提供本協議中的服務或項目；或
9. Paying for such services or items from the planned funding source	使用預定資金來源給付該等服務或項目
10. The provider no longer qualifies as a provider. The termination will be effective on the date provider is no longer qualified.	服務提供者不再符合服務提供者的資格。協議終止的生效日期將為服務提供者不再符合資格的日期。
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.	服務提供者不符合以 ODHS 註冊服務提供者身分參與計劃的一項或多項規定。其中包括每兩年通過一次犯罪背景調查的規定。除了本協議終止、暫停或失效之外，服務提供者編號也可能會根據 OAR 407-120-0360 遭到即刻吊銷。服務提供者不應在遭到停職的期間向消費者雇主提供任何服務或項目。
12. The provider fails to fulfil all required training and assessment requirements.	服務提供者未能滿足所有必要的訓練和評估規定。
13. ODHS may terminate this Agreement at any time with written notification to provider.	ODHS 可在向服務提供者提供書面通知後隨時終止本協議。
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.	服務提供者可親自遞交或透過電子郵件向當地辦公室或區域老年人服務機構提交列有具體協議終止生效日期的書面通知，以隨時終止本協議。終止本協議不代表解除服務提供者在本協議有效期間的服務日期應提供承保服務或項目的所有義務。
12. Provider certifies:	服務提供者證明：
A. Provider is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means:	服務提供者沒有違反任何俄勒岡州稅法。在本證明中，「俄勒岡州稅法」是指：
<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 	根據《俄勒岡州修正條例》(ORS) 320.005 至 320.150 和 403.200 至 403.250 所徵收的州稅；以及

<ul style="list-style-type: none"> • ORS chapters 118, 314, 316, 317, 318, 321, and 323, and 	<p>ORS 第 118、314、316、317、318、321 和 323 章；以及</p>
<ul style="list-style-type: none"> • Local taxes administered by the Department of Revenue under ORS 305.620. 	<p>由稅捐處根據 ORS 305.620 所實施的當地稅法。</p>
<p>B. Provider is not required to pay backup withholdings because:</p>	<p>服務提供者不需要支付備用的預扣稅款，因為：</p>
<ul style="list-style-type: none"> • Provider is exempt from backup withholding 	<p>服務提供者享有豁免權，可免於繳交備用的預扣稅款</p>
<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 	<p>國稅局 (IRS) 尚未通知服務提供者因未申報所有利息或紅利而需繳納備用的預扣稅款事宜；或</p>
<ul style="list-style-type: none"> • The IRS has notified provider of no longer being subject to backup withholding. 	<p>IRS 已通知服務提供者不再需要繳納備用的預扣稅款事宜。</p>
<p>C. Provider will provide services to consumer-employers without regard to race, religion, national origin, sex, age, marital status, sexual orientation or disability (as defined under the Americans with Disabilities Act). Contracted services must reasonably accommodate the cultural, language and other special needs of consumer-employers.</p>	<p>服務提供者將向消費者雇主提供服務，不論消費者雇主的種族、宗教、原國籍、性別、年齡、婚姻狀態、性向或殘障（如《美國殘障人士法案》中所定義）。合約中的服務必須合理配合消費者雇主的文化、語言及其他特殊需求。</p>
<p>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.</p>	<p>服務提供者未包含在「指定制裁和封鎖名單」當中。該名單由美國財政部外國資產控制辦公室保管，您可在 https://www.treasury.gov/ofac/downloads/sdnlist.pdf 網站取得該名單。</p>
<p>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.</p>	<p>服務提供者瞭解，《俄勒岡州不實申報法》、ORS 180.750 至 180.785 適用於由服務提供者所提出或所導致的任何「申報」（如 ORS 180.750 所定義）以及與本協議有關或與執行本協議相關工作並申請給付之服務有關的「申報」。</p>
<ul style="list-style-type: none"> • Provider certifies that no claim is 	<p>服務提供者證明，沒有任何申報屬於或將屬於</p>

or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755.	「不實申報」（如 ORS 180.750 所定義），也沒有任何申報屬於 ORS 180.755 所禁止的行為。
<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 	服務提供者進一步瞭解，除了本協議所規定的補救措施外，如果服務提供者提出（或導致他人提出）不實申報，或者從事
(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.	（或導致他人從事）《俄勒岡州不實申報法》所禁止的行為，則俄勒岡州的檢察總長可根據《俄勒岡州不實申報法》向服務提供者追究責任和實施處罰。
13. Indemnification	保障
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.	若有任何性質的索賠、訴訟、法律行動、損失、損壞、賠償責任、費用和開支是由服務提供者在履行本協議之過程中的行為或疏失所引起或與此相關，服務提供者應保障和保護俄勒岡州政府、其相關機構及其官員、員工和代理人，使其免於承擔責任。
14. Provider signature	服務提供者簽名
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.	簽署本居家照護工作者服務提供者註冊申請表即代表本人確認，本人已閱讀註冊協議、瞭解協議的條款、同意受到協議條款與條件的約束，且本人證明本人向 ODHS 所提供的所有資訊均屬實且正確無誤。本人進一步瞭解並同意，若違反本協議中的任何條款與條件，本協議將因此終止，且可能會因此受到其他制裁，詳如法規、行政法規或本協議所述。
Print name of provider	服務提供者正楷姓名
Signature of provider	服務提供者簽名
Signature date (effective date)	簽名日期（生效日期）
Return completed document to your local Aging and People with Disabilities office or Area Agency on Aging office.	請將填妥的文件交還給您當地的老年人及殘障人士服務處或區域老年人服務機構辦公室。
NOTE: This form contains your personal information. If you return the form by un-secured email, there is some risk it could be	註： 本表格包含您的個人資訊。如果您透過不安全的電子郵件交還本表格，本表格可能會有遭到

intercepted by someone you did not send it to.	收件人以外之人士攔截的風險。
If you are not sure how to send a secure email, consider using regular mail or fax.	如果您不確定該如何寄送安全的電子郵件，請考慮使用一般郵件或傳真。