



## Homecare Choice Participant Enrollment Agreement

Name (first, MI, last):

Physical  
address:

Mailing  
address  
(if different):

Phone number:

Email:

Social Security number (SSN):

Date of birth (m/d/yyyy):

Emergency contact (name, relationship and phone number):

Authorized representative (if applicable):

This agreement lists the responsibilities as a participant and hiring of a Homecare Choice provider. This agreement is between you, as named above, and the Oregon Home Care Commission.

### Use of the Homecare Choice Program Registry

You agree to:

- Use the Registry to locate and hire a provider;
- Complete a self-assessment form developed by the Oregon Home Care Commission to identify your service needs;

- Complete a new self-assessment if your need for assistance changes so that you have an accurate service plan;
- Complete, review and sign a written service plan with your selected provider before services begin. You agree to provide a copy of the signed service plan to the Oregon Home Care Commission and to your provider.

## Financial policies

You understand and agree to the following:

- Homecare services may not begin until payment has been received and verified by the Homecare Choice Program, all required enrollment documents have been submitted to the fiscal intermediary contracted with the Oregon Home Care Commission, and you have received your Employer Identification Number (EIN).
- An initial prepayment is required upon enrollment to cover two service periods. The initial prepayment is calculated by multiplying the service rate by the number of your anticipated service hours for a two-week period of time (the service period); that amount is then multiplied by two. Prepayment of the second service period ensures your account has a balance equal to at least two weeks of purchased service hours after payment has been made to your provider for services provided to you. You must maintain a balance of at least two weeks while you are enrolled in the Homecare Choice Program. If you have any increase in the number of service hours purchased, you agree to increase the prepayment amount so that the account balance remains equal to a two-week service period.
- Payment must be received a minimum of two weeks in advance of each service period while enrolled in the Homecare Choice Program. The service period is 14 days long and each work week begins at 12 midnight on Sunday and ends at 11:59 p.m. on Saturday. If you choose to pay in advance for services once per month instead of every two weeks, your advance payment must cover all service periods in that month.
- The money held for service period prepayments is for your convenience in order to ensure there is enough money available to pay your provider for the services you want. Neither the Home Care Commission nor its fiscal intermediary is acting as your trustee by holding your advance payments, and neither has any fiduciary obligations to you for those advance payments. Advance payments held by the Home Care Commission or its fiscal intermediary may be held together with advance payments of other participants in the Home Care Choice Program, but advance payments will be tracked separately for each participant. You will not be entitled to any interest on any advance payments held by the Commission or its fiscal intermediary, and no interest will be paid to you in the event of a refund to you of your advance payments.
- You are subject to the U.S. Department of Labor Fair Labor Standards Act and are responsible to pay overtime wages if your employee works more than 40 hours per week. Overtime wages will be based on the provider's hourly wage multiplied by 1.5. You agree to pay overtime wages in advance if your provider will routinely work more than 40 hours per week. When the provider works more than 40 hours per week and the overtime was not anticipated and paid in advance, overtime wages will be deducted from your account balance. At the beginning of the next service period, you must add additional money to your service period prepayment in order to return your account balance to an amount equal to a two-week service period.

- It is your responsibility to determine the mileage reimbursement rate with your provider if your provider uses his or her own vehicle to provide service-related transportation to you or while carrying out services described in the service plan. The mileage reimbursement rate must be included on the service plan. Payment for mileage reimbursement must be submitted to the Oregon Home Care Commission before the next service period.
- The Homecare Choice Program service rate is \$22.12 per hour. The Oregon Home Care Commission can change the service rate at any time by giving you a 30-day advance written notice. Unless you tell the Oregon Home Care Commission that you want to end your participation in the Homecare Choice Program by the effective date of the service rate change, you will be considered to have agreed to the new rate and this agreement will be automatically amended to reflect the new service rate. Any increase in the service rate will require an additional prepayment to maintain an account balance equal to a two-week service period based upon the new rate. The additional prepayment is due and payable with your advance payment for the service period. A portion of the service rate is intended to cover the Oregon Home Care Commission's cost of administering the Homecare Choice Program, as required by Oregon law. If you decide you don't want to participate in the Homecare Choice Program any longer, a small portion of your account balance intended to cover the Commission's administrative program costs will not be refunded to you.
- Acceptable payment methods for services include credit or debit card transactions, personal checks, certified checks, cashier's checks and money orders. Cash payments are not allowed.
- The Home Care Commission may charge a non-sufficient fund fee if your personal check cannot be processed by the bank due to insufficient funds.
- A credit card transaction fee is included in the service rate. The fee is determined by the state of Oregon's banking institution.
- You must provide an alternate form of payment if the credit or debit card used to purchase services is invalid or if a personal check is returned due to insufficient funds.
- In the event the Commission receives a garnishment or other legal notice of right to payment on your behalf from moneys held in your account balance, the Commission may be obligated to pay those amounts from your account balance except in the event of notice of your bankruptcy. If the Commission pays those claims, you will need to immediately restore your account balance or your participation in the program will end.
- In the event you die and there is money in your account balance, the balance, less any administrative fee due to the Commission, will be refunded to your estate.

## Employer responsibilities

You must be willing and able to effectively manage and direct homecare services by performing the functions of an employer, or have someone you choose (other than the provider) help you with those functions while enrolled in the Homecare Choice Program. The functions of an employer include:

- Selecting, interviewing and hiring providers;
- Evaluating whether selected providers have the skills and abilities to meet your specific service needs;
- Assigning and directing daily work;
- Training and supervising providers;
- Scheduling providers' work, leave and coverage;
- Tracking and verifying authorized hours were completed by providers;
- Recognizing, discussing and attempting to correct any performance deficiencies with providers; and
- Firing unsatisfactory providers.

If you appoint a representative to help you with these functions, you must notify the Home Care Commission and provide the name of the authorized representative. You agree to update the Home Care Commission of any change in the authorized representative.

## You understand and agree to the following:

- The relationship between you and your provider is that of employer and employee.
- You are responsible for arranging for a back-up provider if the primary provider is unavailable and you want or need continuous services. You understand and agree the Home Care Commission does not provide emergency or respite staffing services.
- You must comply with state and federal record keeping requirements by completing, submitting and retaining necessary documents provided by the fiscal intermediary contracted with the Home Care Commission.
- You will use the contracted fiscal intermediary to pay providers and to withhold and report payroll taxes on your behalf.
- Your providers are eligible for workers' compensation insurance coverage for injuries that occur while at work. By signing this agreement, you consent to the Home Care Commission purchasing insurance coverage, paying premiums and facilitating the claims process on your behalf if a work injury occurs. You agree to cooperate with the Home Care Commission and the insurance company to provide injury details and information, if and when requested.
- Your legal guardian may not be the paid provider unless the guardian has received permission from the court.

## Covered and noncovered services

Services available through the Homecare Choice Program include activities of daily living, instrumental activities of daily living, companionship, health-related tasks and relief care.

You are responsible to make arrangements to train your provider on how to complete any health-related tasks in your service plan. This may mean arranging for a nurse or other licensed independent practitioner to delegate or teach your provider how to perform the task.

You understand the following services are not available through the Homecare Choice Program:

- Case management;
- Chore services and yard work;
- Home adaptations or modifications;
- Money management;
- Moving; and
- Nursing services

## Disenrollment from Homecare Choice Program

You will not be able to participate in the Homecare Choice Program when:

- You or your authorized representative fails to pay for services in advance;
- You or your representative fails to maintain an account balance equal to at least one service period;
- You or your representative is unable or unwilling to effectively direct homecare services by performing the functions of an employer.
- You or your representative is unable or unwilling to comply with state and federal wage and tax laws or record-keeping requirements by failing to complete, submit and retain necessary documents provided by the contracted fiscal intermediary;
- Dangerous conditions in your home jeopardize your health and safety or that of your provider, and either you or your representative is unable or unwilling to do what is needed to minimize the dangers; or
- Services cannot be provided safely or adequately by a provider based on your service needs or you or your representative's choices or preferences.

If you are determined to be ineligible for continued participation in the Homecare Choice Program, a written notice will be sent to you or your representative 10 days in advance of the proposed action.

If you voluntarily choose not to participate in the program, you need to provide 14 days' advance notice to the Homecare Choice Program.

## Refund policy

- If a refund is owed to you after all expenses are paid on your account, the Homecare Choice Program will automatically issue a refund within 30 days of the refund request.
- Refunds may only be requested by the same person who authorized the original payment except in the event of your death.
- Refunds must be issued to the same credit card used to process the original transaction. If the original credit card has been canceled or has expired, a check refund may be issued after a copy of the credit card rejection document is received. Cash refunds are prohibited.
- When a refund request is received and verified, the Homecare Choice Program will process the request after the account is reconciled.

## Use of private vehicle for service-related transportation

You understand and agree:

- To maintain automobile insurance in at least an amount that meets Oregon law requirements on your car or truck if the provider must use the vehicle to transport you or to fulfill job duties for you.
- Neither the Home Care Commission nor Department of Human Services are responsible for vehicle damage when the provider uses his or her personal motor vehicle or your personal motor vehicle while providing service-related transportation to you.
- Neither the Home Care Commission nor the Department of Human Services are responsible for personal injury you or your provider sustain during service-related transportation provided by your provider.

## Indemnification

PARTICIPANT SHALL DEFEND (SUBJECT TO ORS CHAPTER 180), SAVE, HOLD HARMLESS, AND INDEMNIFY THE STATE OF OREGON, THE HOME CARE COMMISSION AND DHS AND THEIR OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEYS FEES, RESULTING FROM, ARISING OUT OF, OR RELATING TO THE ACTIVITIES OF PARTICIPANT OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS AGREEMENT.

By marking this box, you authorize the Home Care Commission to contact and release information to the individual listed as your emergency contact if the Home Care Commission is notified by the provider of an emergency situation involving you.

By signing this agreement, you acknowledge you have read the agreement, understand the terms of the agreement, agree to be bound by the terms and conditions of the agreement, and attest that all the information provided to the Home Care Commission is true and accurate. You further understand and agree that violation of any of the terms and conditions of this agreement constitute grounds for the termination of the agreement and disenrollment from the Homecare Choice Program.

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Participant signature

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Date

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Representative signature (if any)

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Date