

Mary Gear

Authorized Signature

Number: SPD-IM-09-019
Issue Date: 2/23/2009

Topic: Licensing

Subject: Adult Foster Home - Preprinted Medicaid Contracts

Applies to (check all that apply):

- | | |
|--|--|
| <input type="checkbox"/> All DHS employees | <input type="checkbox"/> County Mental Health Directors |
| <input checked="" type="checkbox"/> Area Agencies on Aging | <input type="checkbox"/> Health Services |
| <input type="checkbox"/> Children, Adults and Families | <input checked="" type="checkbox"/> Seniors and People with Disabilities |
| <input type="checkbox"/> County DD Program Managers | <input type="checkbox"/> Other (please specify): |

Message: Preprinted Medicaid Contracts for APD adult foster homes are no longer being distributed to the Area Agencies on Aging and SPD field offices that license Adult Foster Homes. The change in the distribution of contracts is associated with the new MMIS system. An electronic Medicaid contract has been developed to allow local offices to enter the required information and print the contract. The contract template was created in Microsoft Word. The template is locked and allows for information to be entered only in the required areas that are shaded in grey.

Local offices are not permitted to make any changes to the language in the body of the contract.

On the top left hand corner of the contract, it states "SPD Contract: _____ - _____ - _____ -COM." the following information should be entered in the following order: Branch number – Provider number - year and month of the contract’s expiration date (YYMM) – type of foster home (use scroll down menu).

This electronic version of the Medicaid contract will be sent out to local office APD Adult Foster Homes licensors and supervisors through email. You can also contact the Adult Foster Home Program in Central Office to receive this version of the Medicaid contract.

If you have any questions about this information, contact:

Contact(s):	Trevin Butler - Adult Foster Home Quality Assurance Coord.		
Phone:	(503) 947-5209	Fax:	(503) 378-8966
E-mail:	Trevin.Butler@state.or.us		

ADULT FOSTER HOME CONTRACT

This Contract is between the State of Oregon acting through its Seniors & People with Disabilities Division of the Department of Human Services, hereinafter called SPD, and _____, _____, _____, OR _____ hereinafter called CONTRACTOR. This Contract is entered into in order to procure adult foster home services needed for SPD clients. Specific services will be provided by the Contractor as identified on SPD Form 512. Services will be provided at or in the address shown above.

TERM:

This Contract begins _____ (or the date at which every party has signed this Contract, whichever date is later). This Contract shall expire, unless otherwise terminated or extended, on _____. NO PAYMENT SHALL BE MADE FOR SERVICES PROVIDED PRIOR TO ALL PARTIES SIGNING THIS CONTRACT.

STATEMENT OF WORK:

The CONTRACTOR agrees to provide housing, food, care, and agreed-upon services in a home-like setting for SPD clients. CONTRACTOR will not provide care for more than the number of persons appearing on the license. CONTRACTOR agrees to maintain standards as described in SPD Administrative Rules 411-050-0400 through 0491, as applicable, and to comply with Oregon Revised Statutes 443.705 through 443.825. Specific services will be provided by CONTRACTOR and identified on SPD Form 512, a copy of which will be furnished to CONTRACTOR and must be kept on file by CONTRACTOR.

CONSIDERATION and PAYMENT PROCEDURE:

Payment authorized by SPD on Form 512 will establish the rate for service for each client. The room and board payment is the responsibility of the client and is not covered by this Contract. Nevertheless, the amount of payment that a CONTRACTOR may charge SPD clients for room and board costs will be established by SPD annually. CONTRACTOR agrees to accept the rate authorized by SPD, plus the established room and board payment, as payment in full and will not charge the client any additional amounts for these services. However, some clients may be required to contribute toward their cost of service. Their contribution toward the service cost, plus the payment from SPD, shall not exceed the established rate for service. Payment shall be made no more frequently than once per month at the first of each month following the month of service.

GENERAL PROVISIONS:

1. CONTRACTOR shall not enter into any subcontracts for any of the work scheduled under this Contract or assign or transfer any of its interest in this Contract without the prior written consent of SPD.
2. CONTRACTOR agrees that it is an independent contractor and not an agent of SPD. CONTRACTOR agrees to indemnify and hold harmless SPD, AAA, the State of Oregon, and their respective officers and employees from all suits, claims, or actions of whatsoever nature resulting from, or arising out of, damages to persons or property arising out of the CONTRACTOR's, its officers', employees', or agents' performance of this Contract.
3. CONTRACTOR agrees to maintain records which properly reflect costs incurred in the performance of this Contract, and which accurately record funds received and disbursed on behalf of clients. These records shall be retained for four years. CONTRACTOR agrees to allow SPD personnel or a designee to review these records upon request and allow the making of excerpts, transcripts, audits, or examinations. In addition, the CONTRACTOR and its agents, employees, and subcontractors shall maintain all such records fully confidential.
4. The CONTRACTOR agrees to allow the case manager entrance to the home and ensures that clients' confidentiality is honored by making available an area where the case manager and the client can meet in privacy when necessary.
5. This Contract may be terminated by mutual consent of both parties, or by either party upon 30 days' notice, in writing, and delivered by certified mail or in person.

SPD may terminate this Contract, effective immediately upon delivery of written notice to the CONTRACTOR, or at such later date as may be established by SPD under any of the following conditions:

- o If SPD funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services.
- o If federal or state regulations or guidelines are modified or changed in such a way that the services are no longer allowable or appropriate for purchase under this Contract.
- o If the CONTRACTOR no longer holds a valid Adult Foster Home License or if the license is for any reason denied, revoked, or not renewed.
- o If the CONTRACTOR fails to provide services called for by this Contract.

ADULT FOSTER HOME CONTRACT - Continued

° If SPD has reason to believe that the health or welfare of the client is in jeopardy.

- 6. The CONTRACTOR agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- 7. I, the undersigned, hereby swear under penalty of perjury as provided in ORS 305.385(6) that to the best of my knowledge I am not in violation of any Oregon tax laws.

Approved by the CONTRACTOR:

Date

Date

Approved by the CASE MANAGER:

Date

Approved by the Division/DESIGNEE:

Date



Department of Human Services
Adult Foster Home License
This license is not transferable to any other person or address

License No. _____

Effective Date: _____

Expiration Date: _____

Capacity: _____

Branch No: _____

Class: _____

Licensee(s) Name: _____

Address: _____

Mary M Gear

Approved Resident Manager/Shift Caregivers (as applicable): _____

Seniors & People with Disabilities

Conditions (if applicable): _____

By _____