

Resource List

[Oregon Department of Human Services : Long-term Care Options : Aging and Disability Services : State of Oregon](#)

Information about programs and resources.

[ADRC -- Aging and Disability Resource Connection of Oregon](#)

www.adrcoforegon.org statewide. Local info below.

Oregon Cascades West Council of Governments. OCWCOG
Administers Medicaid program, OPI, OPI-M, Abuse Investigations, ADRC
Albany Office
1400 Queen Ave SE Suite 201
Albany, OR 97322
541-967-8630

Corvallis Office
1121 NW Ninth Street
Corvallis, OR 97330
541-967-8630

To see facility history:

ltclicensing.oregon.gov

Click on “Facility Search” then search by name of facility.

Facilities are required to have their last survey/inspection available for people to review at the facility.

Oregon Long Term Care Ombudsman
800-522-2602

Debbie Boures, Deputy Ombudsman for Benton and Linn Counties
541-359-8379

Service Program Options – Comparison Chart LTSS vs OPI-M

Audience: Those who determine financial eligibility or provide Options Counseling can use this guide to determine if the individual is requesting LTSS or OPI-M. If OPI-M, make a note in the ONE case and follow local guidelines.

Click the arrow [▶] on the left to expand or collapse each heading.

Full Program Name

Program Elements	Long-Term Services and Supports (LTSS) and State Plan Personal Care (SPPC)	Oregon Project Independence – Medicaid (OPI-M)
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Program Intent

Program Elements	LTSS and SPPC	OPI-M
Care Settings	<p>LTSS: In-home, NF, PACE and CBC services</p> <p>SPPC: In-home only</p>	In-home only
Overview	<p>LTSS: Provides services for eligible individuals who require a nursing facility level of care and can no longer meet their daily care needs.</p> <p>SPPC: Provides essential services to meet care needs below the LTSS level of care.</p>	<p>Provides in-home services to individuals who need help with daily care needs and support to unpaid caregivers.</p> <p>Higher income and resource limits than LTSS and SPPC.</p>

Financial Eligibility

Program Elements	LTSS and SPPC	OPI-M
Income Limits	<p>LTSS: Up to 300% SSI, or higher with income cap trust</p> <p>SPPC: OSIPM/MAGI Eligible</p>	400% of the <u>Federal Poverty Level (FPL)</u> for ONE
Resource Limits	<p>LTSS: Individual: \$2,000 Couples: determined by a Resource Assessment</p> <p>SPPC: None</p>	Up to 6 months of nursing facility costs. Couples: determined by a Resource Assessment
Citizenship	Must meet citizenship requirement; exceptions with Healthier Oregon	Must meet citizenship requirement
Estate Claim	Yes	No
Costs	<p>No cost for in-home and PACE services</p> <p>Liability/service contribution for CBC/NF</p>	No monthly fees

Service Eligibility

Program Elements	LTSS and SPPC	OPI-M
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Age	<p style="text-align: center;">18+</p> <p>LTSS: Those under 65 with a diagnosis of mental/emotional or substance use disorder must have an MED completed.</p> <p>SPPC: Those under 65 with a diagnosis of mental/emotional or substance use disorder may complete an SPPC MED consult.</p>	<p style="text-align: center;">18+</p> <p>If under 60, must meet SSA disability standards or through PMDDT.</p> <p>Those under 60 with a diagnosis of mental/emotional or substance use disorder must have an MED completed.</p>
Ineligible	<p>Not eligible if primary driver of need is based on MH or substance use disorder, if under 65. I/DD diagnosis under 65 may be served through ODDS.</p>	<p>Not eligible if primary driver of need is based on MH or substance use disorder, if under 60. Individuals with an I/DD diagnosis are not eligible.</p>

Benefits and Services

Note: benefits and services depend on the individual meeting service eligibility and financial eligibility.

Program Elements	LTSS and SPPC	OPI-M
Medical Benefits	Yes	Possible but not always
In-Home Service Hours	<p>LTSS: Hours based on assessed need</p> <p>SPPC: 270 hours annually</p>	Up to 40 hours based on assessed need
Exceptions	Yes	No
Supports/ Caregivers	Paid caregivers	Paid caregivers (unpaid caregivers support)

Paid Spouse Caregiver	LTSS: Yes, depending on ADL need SPPC: No	No
Personal Care	Yes	Yes
LTCCN	Yes	Yes
Behavior Supports Services	Yes SPPC: No	No
Money Management	Yes	No
Emergency Response System	Yes SPPC: Basic only	Yes
Home Delivered Meals	Yes	Yes
Transportation	Yes	Yes
Shopping	Yes	Yes
Assistive Technology	Yes SPPC: No	Yes

Chore Services	Yes	Yes
Home Modifications	Yes SPPC: No	Yes
Adult Day Services (ADS)	LTSS: Yes SPPC: No	Yes
Caregiver Training	Yes, through OHCC and LTCCN	Yes
Supportive Services (i.e., support groups)	No	Yes

Resources

Please refer to the following rules for more information on eligibility for each program:

OPI-M Eligibility Rules: <https://www.oregon.gov/odhs/rules-policy/apdrules/411-014.pdf>

HCBS Rules: <https://www.oregon.gov/odhs/rules-policy/apdrules/411-004.pdf>

Tips for Consumers about Oregon's Assisted Living and Residential Care Facilities

Oregon has a unique long-term care system with several options for consumers. While these options give you more choices they can also be confusing. Much of the general information available to consumers about long-term care applies only to nursing homes. If you are entering Oregon's long-term care system as a resident of either an assisted living or residential care facility, the following tips will help you be a more informed consumer. For additional state-specific information, call us at 1-800- 522-2602.

1. **Assisted living and residential care facilities are not the same as nursing homes.** They are an *alternative* to nursing homes. They have their own regulations that are different from the nursing home regulations. More so than in nursing homes, the care provided by assisted living and residential care facilities is governed by the contract you sign with the facility. The staff members providing care are not nurses or certified nurses aides.

2. **The Uniform Disclosure Statement (UDS) is an important consumer tool.** This is a form, developed by the State Of Oregon, that every assisted living and residential care facility must have. It fills in many of the gaps in the state rules, such as the staffing ratio, and supplements the residency agreement or contract. Ask for the UDS at every facility you visit so you can compare the services each one offers. Once you have made your facility choice, keep the UDS in a safe place.

4. **Read the contract before signing.** Nearly everyday we get calls to the Oregon Long-Term Care Ombudsman Program from people who are unhappy with provisions in the contract they signed. Unfortunately, most of these people did not read the contract before signing it. Many assisted living and residential care contracts are 50 pages or more and are written in legalese. If you do not feel up to thoroughly reading the contract, hire a lawyer. A little time, energy and money up front can save you a world of hurt later.

Here are some common contract provisions you should know about:

- Nonrefundable move in fees

The facility can charge any amount as long as this fee has been disclosed. Often, these fees are the equivalent of one month's base rate.

We have had cases where the resident signed the contract, paid the fee then changed her mind before ever actually moving in. The facility insisted on keeping the non-refundable fee. Do your homework and make sure the facility is a place you would feel comfortable living before paying any money.

- Binding arbitration clauses

While some courts have disallowed these in nursing home contracts, so far in Oregon, they are allowed in assisted living and residential care contracts.

- Discounted daily rate for guaranteeing to stay one year

This may be a great way to save money. But if you become unhappy with the care or services and want to move, the facility will demand you pay for the entire rest of the year at the time you move out. We have heard from some former residents that they were told they would only have to pay back the daily discount. It may not matter what you are told if your contract says otherwise.

- Third party guarantor provisions

Unless you want to be personally liable for your loved one's bill, do not sign a contract as guarantor. If you are power of attorney for a loved one who is moving into an assisted living or residential care, make sure the contract reflects that you are signing *as power of attorney*, not guarantor.

4. **Get it in writing.** Many consumers have told us that promises made at the time they or a loved one moved into an assisted living or residential care facility were not honored later. "You can stay here until you die," is a theoretically true statement, not a promise, unless you get it in writing in your contract.
5. **If the assisted living or residential care facility has a Medicaid contract, it cannot require you to pay privately for a set period of time before you can go on Medicaid.** Usually this will come up in conversation and will not be part of the written contract. A facility representative may say something to you such as, "We require residents to pay privately for a year before going on Medicaid. Does your mother have sufficient funds for this?" This is called a "duration of stay" contract and it is neither allowed nor enforceable under the Medicaid rules. While not all assisted living and residential care facilities take part in the Medicaid program, those that do must follow the rules.
6. **Photograph your belongings when you move in and at least twice a year while you live in the assisted living or residential care.** Unlike nursing homes, these facilities are not required to inventory your

possessions, although some will do it for an additional fee. The facility is responsible if anything you own is lost or damaged due to the facility's negligence. However, the burden may be on you to prove the condition of the item as well as whether you even owned it.

7. **What you pay depends in large part on how much care you need.** Assisted living and residential care facilities charge a base rate that covers room and board and usually a certain level of care. If your care needs go up you will likely have to pay more. The facility must give you immediate written notice if your service charges are going up, and you cannot be billed for services already provided. According to the regulations, you have a right to understand your bill. Ask for a meeting with the facility if you do not understand any billing changes and keep asking questions until it makes sense.
8. **If your care hasn't changed, your service fee shouldn't change.** The facility must do a pre-admission evaluation of a prospective resident's care needs. The service rate you are quoted should be based on that evaluation. This initial evaluation must be updated and modified as needed during the first 30 days after a resident moves in, which may result in the service rate going up or down. The Oregon Long-Term Care Ombudsman Program has gotten reports of rates going up by as much as \$10,000 after the initial 30 days. Try to get the facility to commit in writing to keep the service fee within a realistic range if there has not been a major change in you or your loved one's condition.
9. **Do not sign a revised disclosure statement or care plan you do not agree with.** While this will not get you out of your legal obligation to abide by changes (to pay the bill, for example) it may give you a better chance of eventually winning the argument that the changes were wrong or unfair. Some facilities now include a statement on the care plan asserting that your signature affirms you agree with what is in that document.
10. **If your room door has a lock, use it. If you have valuables in your room, store them in the facility provided locked storage space.** Locking your room door will not keep staff out, they all have a passkey, but it will prevent unauthorized entry by non-employees. While rare, there have been instances of intruders entering facilities looking for drugs and valuables.

Consumer Guide to Oregon Memory Care Facilities:

Prior to Move-In:

1. **Not everyone with dementia needs a locked memory care unit.** Recent estimates indicate that 7 out of 10 residents in assisted living facilities have some form of cognitive impairment. Assess whether your loved one is at risk of wandering away from their home and being unable to return home safely. Consult with physicians to assess for cognitive impairment prior making an admission decision.
2. **Advertisement as a “Memory Care Facility”:** If a facility advertises itself as a “Memory Care” facility, it must have a State Endorsement as such. A State Endorsement requires staff to have completed additional training requirements in dementia care.
3. **Visit prospective memory care facilities unannounced at different times of the day** to observe the following: group and individual activities, numbers of staff on duty, quality and quantity of meals.
 - Speak with family members of residents who are visiting at the same time. Ask whether they are satisfied with the loved ones’ care.
4. **Ask for (and carefully review) the two Uniform Disclosure Statements (UDS).** There will be two UDS documents, one for the Assisted Living/Residential Care Facility and a second for the Memory Care Community. Take the documents home to review prior to signing an admission contract. The UDS is required by Oregon’s Department of Human Services and was designed to allow consumers a quick overview of the services the facility offers. Consumers can use the UDS to compare the services offered by multiple facilities.

The UDS includes the following important information:

- What **is** and is **not** included in the basic rate at the facility.
- Whether special diets, assistance with feeding, and ambulation (such as two person assists) can be accommodated by staff. If a resident’s health needs become too great for the facility to manage, the resident may be asked to leave.

- Whether the facility has a Medicaid contract. If the facility does not have a Medicaid contract, your loved one will be unable to remain at the facility if he/she can no longer pay privately.

Upon Move-in:

5. **Photograph and inventory your loved one's belongings** when you move in and at least twice a year.
 - Consider replacing expensive jewelry and other items of value with inexpensive replacements (wedding rings, purses/wallets and computer equipment may be lost, borrowed or stolen in a memory care unit).
 - Ensure facility staff has a plan for the safeguarding of assistive devices (e.g., walkers, dentures, eyeglasses and hearing aids) when not in use.
6. **Visit frequently from the beginning.** Facility staff may tell you not to visit for the first couple of weeks to allow your loved one to “adjust” to their new surroundings. Visits from family and friends are crucial to a resident’s well-being at all times.
7. **Monitor your loved one’s weight and mood.** To ensure your loved one is getting the help he/she needs and the food he/she enjoys, visit during meals at least once a month. If your loved one’s mood is “flat” or he/she is sleepy much of the time, ask whether a new medication has been started and for what purpose.
8. **A guardianship is not necessary.** It is not necessary for residents who live in memory care to have a court-appointed guardian. Facility staff has a need to know who has the ability to make medical decisions. Upon admission, tell staff your preference for whom will serve as spokesperson for your loved ones’ care and express your expectations of when staff should contact you (e.g., after a fall, when there is a change of condition, medication and mood).
9. **Residents have the right to refuse care.** While it is correct that residents can refuse basic care such as medications, bathing, or tooth brushing, you should expect that staff working in an endorsed memory care unit will have the skills to provide basic care using a variety of methods (i.e., rather than a shower, a resident may prefer a bed bath using dry shampoo).
10. **Resident behaviors should be care planned for.** Staff of endorsed memory care facilities should expect, and care plan for, a variety of difficult behaviors.

Resident Move Out Notices (evictions) are common responses to behavior problems. Any eviction must be provided in writing on a State-Approved form and accompanied by a Request for an Administrative Hearing (Appeal) form. Contact the Office of the Long Term Care Ombudsman for assistance in completing the appeal form.

11. **Express your expectations to the facility administrator.** Always ask for what you want – although you may not receive everything you’ve asked for, staff will be aware of your expectations and this will likely minimize conflict over time.

We are here to help! Contact the Office of the Long Term Care Ombudsman with questions or concerns about your loved one’s care: 1-800-522-2602.