

## Independent Contractor Acknowledgements

*Please review the following document and sign where indicated.*

### Sanctions

You have chosen to offer services to the individuals and families served by the Support Services Brokerages and we appreciate your services. You contract directly with Brokerage customers and are paid with Support Service funds, which are public funds. Support Services are funded by both state and federal (Medicaid) funds. As such you are a Medicaid vendor. The public trusts the brokerages to use these funds wisely and prudently to serve our customers needs in the safest community possible.

At any time after an Independent Contractor concludes their initial authorization and becomes qualified to provide services to Support Service Brokerage customers, specific sanctions may be imposed if any of the Support Service Brokerages determine any of the following conditions apply to them:

- Been convicted of any crime that would have resulted in an unacceptable background check upon hiring or authorization of service;
- Been convicted of unlawfully manufacturing, distributing, prescribing, or dispensing a controlled substance;
- Surrendered his or her professional license or had his or her professional license suspended, revoked, or otherwise limited;
- Failed to safely and adequately provide the authorized services;
- Had a substantiated allegation of abuse or neglect against him or her;
- Failed to cooperate with any DHS or brokerage investigation or grant access to or furnish, as requested, records or documentation;
- Billed excessive or fraudulent charges or been convicted of fraud;
- Made false statement concerning conviction of crime or substantiation of abuse;
- Falsified required documentation;
- Failed to comply with the provisions of OAR 411-340-0130 (8) of this rule or OAR 411-340-0140; (OARs may be found at [http://arcweb.sos.state.or.us/rules/OARS\\_400/OAR\\_411/411\\_340.html](http://arcweb.sos.state.or.us/rules/OARS_400/OAR_411/411_340.html)) or
- Been suspended or terminated as a provider by another division within DHS.

If any of the above listed conditions are determined to be the case, the following sanctions may be imposed on a provider:

- The provider may no longer be paid with support services funds;
- The provider may not be allowed to provide services for a specified length of time or until specified conditions for reinstatement are met and approved by the brokerage or The State of Oregon's Services to People with Disabilities (SPD), as applicable; or
- The brokerage may withhold payments to the provider.

If a Support Service Brokerage determines it necessary to sanction a provider, the following notification process will take place:

- The brokerage will notify the provider by return receipt mail of the intent to sanction; and

- The sanction will commence on the date stated in the letter of intent to sanction.

A sanctioned provider has appeal rights. If the provider chooses to appeal, the following conditions apply:

- The provider may appeal a sanction within 30 days of the date the sanction notice was mailed to the provider.
- The provider must appeal a sanction separately from any appeal of audit findings and overpayments.
- A provider of Medicaid services may appeal a sanction by requesting an administrative review by the SPD's Assistant Director.
- For an appeal regarding provision of Medicaid services to be valid, written notice of the appeal must be received by SPD within 30 days of the date the sanction notice was mailed to the provider.
- At the discretion of SPD, providers who have previously been terminated or suspended by any DHS division may not be authorized as providers of Medicaid services.

By signing below the Contractor acknowledges:

1. Receipt of the above information about the rules regarding provider sanctions;
2. Agreement by the Contractor to immediately inform the Support Services Brokerages of the conviction of any crime that would have resulted in an unacceptable background check upon hiring (criminal background check rules can be found at [http://arcweb.sos.state.or.us/rules/OARS\\_400/OAR\\_407/407\\_007.html](http://arcweb.sos.state.or.us/rules/OARS_400/OAR_407/407_007.html)).
3. Agreement by the Contractor to immediately inform all Support Services Brokerages if the provider is interviewed as part of a protective service investigation and/or a protective service investigation substantiates an allegation of abuse or neglect against the provider;
4. Agreement by the Contractor that if any of the Support Services Brokerages impose sanctions on the Contractor than that Support Service Brokerage is free to share this information with other Support Services Brokerages, Community Developmental Disability Programs and Provider Agencies;
5. Agreement by the Contractor that even if sanctions are not imposed, the Support Services Brokerages are free to share information about any convictions of crimes that would have resulted in an unacceptable background check upon hiring or authorization of service and/or any on-going or substantiated protective services allegation of abuse or neglect; and
6. That sanctions have not been previously imposed on the Contractor at any point in the past.
7. That you have never had a founded child abuse allegation.

---

Independent Contractor's Signature

---

Date Signed

---

Print Name of Independent Contractor



## **Additional Acknowledgments**

### ***Confidentiality***

The Contractor understands that the Contractor is to maintain full confidentiality and not to discuss or give out information (of any nature in any format at any time) regarding customers and their family without prior written authorization from the customer and/or their guardian.

### ***Contracts***

Contractor understands that Contractor is responsible for monitoring contracts with Support Service Brokerage customers and cannot/will not be paid for any amount over that which is specified in the signed, legal contract. The contract terms are fixed and can only be changed by an addendum or revision signed and agreed upon by all parties. Contractor understands that Contractor will not request additional funds from a Support Service Brokerage should the Contractor provide more hours/days/miles than originally agreed upon in the contract.

Contractor understands that Contractor cannot begin work with a Support Service Brokerage customer prior to having a signed contract in place. Contractor understands that the management at a specific Support Service Brokerage should be contacted if there is any difficulty getting a contract from a staff person at that specific agency. Regardless of why a contract is not in place, Contractor understands that payment cannot and will not be made on services prior to the contract.

### ***Gifts & Sales***

The Contractor understands that the Contractor is prohibited from accepting gifts, money and gratuities for personal use from any of the customers served through any Support Service Brokerage. Further, the Contractor understand that the Contractor is not allowed to sell or attempt to sell any items to the customers they work with through a Support Service Brokerage.

### ***Billing Documentation Requirements***

I understand that payment for services can only be authorized when all invoice requirements are met. Requirements are listed in each contract, of which Contractor will receive a copy, and in the Invoice Checklist, of which the Contractor will also receive a copy. The Contractor agrees to comply with each Support Services Brokerages' billing timelines and further understands that a payment request that is submitted past a specific deadline or is incomplete will result in a delay to the following month's billing cycle.

### ***Staffing Ratios***

Contractor agrees to adhere to one to one ratio of support for all contracts unless it is indicated otherwise in the contract. Contractor agrees that any services where more than one Support Service Brokerage customer is present will be pro-rated based on the number in the group. Contractor understands that billing full rate for each customer while working with two or more customers is considered to be fraudulent, and will be reported to CMS as such. Further, Contractor understands that one to one supports shall involve Contractor and customer only (Contractor shall not be accompanied by others such as friends, spouses or children.)

### ***Incident Reports***

Contractor agrees to notify the Support Service Brokerage as soon as possible in the event of any serious incident involving its customers. The Contractor further agrees to submit a written Incident Report to the Personal Agent within one business day when the incident involves an allegation of abuse or neglect or five business days if it does not.

### ***Services While in Other Medicaid Funded Placement***

Contractor understands that, per Medicaid rule, Contractor is not permitted to receive any compensation when a customer is in the care of a publicly funded institution such as a hospital, jail, care facility or other Medicaid service not listed here. Providing services while a customer is any of the aforementioned situations is considered duplicative payment. The Brokerage will be obligated to report this to CMS as purposeful Medicaid fraud.

### ***Progress Notes***

Contractor agrees to submit progress notes as indicated on any and all contracts between Contractor and any Support Service Brokerage customer. Contractor understands that failing to provide written proof of services rendered is grounds for withholding payment. Contractor further understands that Contractor may be asked to provide additional written documentation of services and agrees to do so if asked.

### ***Customer Rights***

Contractor agrees to respect the rights of all Support Service Brokerage customers that the Contractor works with and therefore the contractor will not engage in any of the following activities:

- Request pay from clients prior to performing services which are a part of my job,
- Verbally, physically, or sexually abuse customers or neglect customers' needs in a manner that could cause them harm,
- Withhold money from customers when assisting them with their money.

If Contractor violates a customer's rights in any way contracts may be terminated and Contractor may be sanctioned as a provider for Support Service Brokerage customers.

### ***Independent Contractor***

Contractor is an Independent Contractor and not an employee of any of the Support Service Brokerages. The Support Services Brokerages shall not withhold any federal or state taxes, social security, unemployment compensation or other payments from Oregon Department of Revenue or Internal Revenue Service paid to the Contractor. Contractor shall pay all federal and state income taxes, social security contributions and all other taxes and charges levied or assessed. Contractor agrees to abide by all applicable federal, state and local laws, ordinances, rules and regulations in performing the duties and responsibilities required of Contractor. Contractor, pursuant to any and all federal, state, local laws affirms their status as an Independent Contractor and has performed due diligence in establishing their status as fact in accordance with any and all federal, state, and local laws. In addition, Contractor agrees and does herewith indemnify, defend and hold The Arc of Multnomah/Clackamas, Inclusion, Inc, Independence Northwest, Mentor Oregon Brokerage and/or Self-Determination Resources, Inc. harmless from any claims, losses, liabilities or expenses it or its affiliates or subsidiaries may suffer, including reasonable attorney's fees, arising as a result of Contractor's failure to pay all withholding obligations and tax liabilities associated with Oregon Department of Revenue and the Internal Revenue Service. At all times while working with Support Service Brokerage

Customers, the Contractor is acting and performing as an INDEPENDENT CONTRACTOR and shall not be considered an employee.

The Support Services Brokerages agree to notify you within five (5) business days after any are told of a claim that it might want to hold against you.

***Indemnification***

Contractor shall indemnify and hold The Arc of Multnomah/Clackamas, Inclusion, Inc, Independence Northwest, Mentor Oregon Brokerage and/or Self-Determination Resources, Inc. harmless and their officers, members, managers, employees, agents, contractors, sublicensees, affiliates, subsidiaries, successors and assigns from and against any and all damages, liabilities, costs, expenses, claims and/or judgments including, without limitation, reasonable attorney’s fees and disbursements (collectively the “Claims”) which any of them may suffer from or incur and which arise or result primarily from (i) any gross negligence or willful misconduct of Contractor arising from or connected with Contractor’s carrying out of his duties under this agreement, or (ii) the breach by Contractor of any of his obligation, agreements or duties under this agreement, (iii) any misrepresentation, willful or otherwise of Contractors classification as an Independent Contractor.

***Information Updates***

Contractor agrees to respond to requests for required documentation and/or updated information from any of the Support Service Brokerages in a timely manner. Contractor may receive these requests via mail, email and/or telephone. Contractor agrees that Contractor is responsible to pay for any “stop-check” fees and other bank or fiscal related fees resulting from failure to provide any Support Service Brokerage with updated information. Failure to respond to requests for required documentation, updated and/or additional information may result in the withholding of payment until Contractor has complied.

***Completion of Qualification Process***

Contractor will complete the qualification process prior to working with any Support Service Brokerage customer. Contractor will not begin working before Contractor has received notification in writing of final qualification as a Support Service Brokerage provider.

By signing below the Contractor acknowledges:

1. Receipt of the above information of all Support Service Brokerage Acknowledgements and
2. Agreement to abide by their conditions.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date Signed

## Independent Provider Information

Name:

Gender:

Business Address:

Phone #1:

City, State, Zip:

Phone #2:

Languages Spoken (besides English):

Email:

**I am signing up with the following brokerages:**

- The Arc Brokerage
- Inclusion Inc
- Independence Northwest
- MENTOR Oregon Brokerage
- Self-Determination Resources Inc.

**Area of Service (circle all that apply):**

Multnomah County	Close-in	Anywhere
Clackamas County	Close-In	Anywhere
Washington County	Close-In	Anywhere
Specifically this area only:		

**Additional Relevant Information (circle all that apply):**

I use my own vehicle for work:	Yes	No
I am willing to transport customers in this vehicle, and have current auto insurance:	Yes	No
I prefer not to work in the following environments(smoking, poor living conditions, etc):	I have the following limitations:	

Use this space to share personal interests or hobbies that you would like to share with customers. Please be as specific and thorough as possible.

---



---



---



---



---



---



---

Place a checkmark in the box to the left of the area where you have experience, training and/or interest.

- Adaptive Equipment
- Addiction
- Alzheimer's
- Anger Management
- Autism spectrum
- Behavior support
- Benefits planning: includes PASS plan writing and implementation, knowledge of income limits to maintain benefits, etc.
- Brain injury; traumatic or acute
- Cerebral Palsy
  
- Cooking and nutrition
- Court system
- Crisis management: includes crisis-driven supports around housing, medical, and legal issues.
- Diabetes
- Down Syndrome
- Dual diagnosis (developmental disability and mental health)
- Fetal Alcohol Syndrome
- Financial planning: includes long-term planning to meet specific goals such as retirement, homeownership. Also includes assistance with managing credit, debt, etc.
  
- Fitness and exercise
- Healthy living/healthy lifestyle choices
- Homelessness
- Housekeeping
- Housing: includes accessing low-income housing resources such as Section 8 or HAP, negotiating with landlords, organizing the move, rental assistance, etc.
- Lesbian, Gay, Bi-Sexual, Transgender, Queer (LGBTQ) issues
- Low Income Benefits and Programs: includes accessing utility, housing, medical, dental, vision and food assistance programs.
- Medical Supports: includes experience working with individuals who have support needs such as g- tube feeding, tracheotomy care, colostomy care, etc.
- Medical Appointments and Follow Through: includes making and attending medical appointments, communicating with medical professionals, follow through on medical recommendations, etc.
  
- Medication management and administration
- Mental health
- Money management: includes short and long-term budgeting
- Non-verbal communication
- Probation and/or parole
- Public transportation
- Seizures
- Social security benefits: includes SSI, SSDI, SSB and meeting requirements around reporting income and maintaining benefits eligibility.
- Volunteerism

Following is a list of service categories in which you can provide supports. Check the box next to the service that you will provide and write in your rates under "Rate Range".

Service Code	Service Category	Rate Range
725	<b>Chore services</b>	<input type="checkbox"/>
726	<b>Community Inclusion and Living Supports:</b> Includes on-going support, assessment of skills and training to maintain or increase independence around specific goals <input type="checkbox"/> I am willing to provide ADL supports (daily personal care tasks such as personal hygiene, nutrition, housekeeping, medication administration)	<input type="checkbox"/>
726	<b>Community Inclusion and Living Skills Assessment:</b> Time-limited assessment in a specific area, development of training plan, thorough documentation of assessment and implementation of training with a specified outcome.	<input type="checkbox"/>
726	<b>Small Group Inclusion Assistance:</b> Facilitation of social/recreational opportunities with more than one customer at a time.	<input type="checkbox"/>
729	<b>Family Training</b> (requires license): Training and counseling for the family of an individual to increase capabilities to care for, support, and maintain the individual in the home.	<input type="checkbox"/>
730	<b>Homemaker services</b>	<input type="checkbox"/>
731	<b>Transportation</b>	<input type="checkbox"/>
732	<b>Occupational Therapy</b> (requires license)	<input type="checkbox"/>
734	<b>Physical Therapy</b> (requires license)	<input type="checkbox"/>
735	<b>Respite</b> <input type="checkbox"/> In customer's home <input type="checkbox"/> In my home Hourly	<input type="checkbox"/>
735	<b>Respite</b> <input type="checkbox"/> In customer's home <input type="checkbox"/> In my home Overnight	<input type="checkbox"/>
	<b>Specialized Supports</b> (must meet minimum requirements)	(choose below)
738	<b>Behavior Support Plan Assessment and Development</b> (must meet minimum requirements): Time limited services providing treatment, training and consultation. Includes needs assessment, plan development, caregiver training, plan monitoring and revision.	<input type="checkbox"/>
738	<b>Social/Sexual Behavior Support Plan Assessment and Development</b> (must meet minimum requirements): Time limited services providing treatment, training and consultation. Includes needs assessment, plan development, caregiver training, plan monitoring and revision.	<input type="checkbox"/>
738	<b>Nursing Plan Assessment and Development</b> (must meet minimum requirements): Time limited services providing treatment, training and consultation. Includes needs assessment, plan development, caregiver training, plan monitoring and revision.	<input type="checkbox"/>

738	<b>Nursing Services</b> (must meet minimum requirements): On-going medical supports necessary to achieve outcomes in the plan of care that are not available through the State Medicaid Plan.	<input type="checkbox"/>
738	<b>Medical Aide</b> (must meet minimum requirements)	
738	<b>Delegating Nurse</b> (must meet minimum requirements)	<input type="checkbox"/>
739	<b>Speech and Language Therapy</b> (requires license)	<input type="checkbox"/>
740	<b>Supported Employment</b>	(choose below)
740	Job Development/Job Exploration (must meet minimum requirements)	<input type="checkbox"/>
740	Job Coaching/Employment Consultation – Time Limited	<input type="checkbox"/>
740	Job Coaching/ Employment Consultation – On-going supports	<input type="checkbox"/>

## **MANDATORY ABUSE REPORTING NOTICE FOR ADULTS WITH DEVELOPMENTAL DISABILITIES**

As a provider qualified to work with customers through brokerage serving adults who are developmentally disabled, you are a **Mandatory Reporter** according to Oregon law (ORS 430.765). According to the law, if you have reasonable cause to believe that an adult who is developmentally disabled has been abused, or that any person with whom you come in contact in your job has abused such an adult, you must immediately report the abuse to the community developmental disability program and to a local law enforcement agency when there is reason to believe a crime has been committed. You should also follow your agency or brokerage policies and procedures so that immediate steps are taken to protect the victim of the abuse.

The definition of abuse of adults who are developmentally disabled is:

1. Abandonment means desertion by a caregiver or other individual.
2. Death of an adult caused by other than accidental or natural means or occurring in unusual circumstances.
3. Financial exploitation means:

Wrongfully taking the assets, funds, or property belonging to or intended for the use of a person with a developmental disability.

Alarming a person with a developmental disability by conveying a threat to wrongfully take or appropriate money or property of the person if the person would reasonably believe that the threat conveyed would be carried out.

Misappropriating, misusing, or transferring without authorization any money from any account held jointly or singly by a person with a developmental disability.

Failing to use the income or assets of a person with a developmental disability effectively for the support and maintenance of the person. "Effectively" means use of income or assets for the benefit of the person.

4. Neglect means:

Withholding services necessary to maintain the health and well-being of an adult which leads to physical harm or significant mental injury to an

adult. Services include but are not limited to the provision of food, clothing, medicine, housing, medical services, assistance with bathing or personal hygiene, or any other services essential to the well-being of an adult.

Failure to provide the care, supervision, or services necessary to maintain the physical and mental health of a person with a developmental disability that results in actual harm or creates a significant risk of physical harm or significant emotional harm to the person with a developmental disability. Such failure may occur whether due to passive or active neglect, or through negligent omission or negligent treatment.

Failure of a caregiver to make a reasonable effort to protect a person with a developmental disability from abuse.

5. Physical abuse means:

Any physical injury by other than accidental means or that appears to be at variance with the explanation given for the injury.

Willful infliction of physical pain or injury.

6. Restraint means:

A wrongful use of a physical or chemical restraint upon a person with a developmental disability, excluding an act of restraint prescribed by a licensed physician and any treatment team activities that are consistent with an approved treatment plan or in connection with a court order.

Involuntary seclusion of a person with a developmental disability for the convenience of a caregiver or to discipline the person. Involuntary seclusion includes placing restrictions on an individual's freedom of movement by restriction to an area of the facility, residence, or program, or restriction from access to ordinarily accessible areas of the facility, residence, or program, unless agreed to by the Individual Support Plan (ISP) team and included in an approved Behavior Support Plan (BSP). Involuntary seclusion may also include confinement in a home setting.

7. Sexual abuse means:

Sexual contact with a nonconsenting adult or with an adult considered incapable of consenting to a sexual act under ORS 163.315.

Sexual harassment, sexual exploitation, or inappropriate exposure to sexually explicit material or language. Sexual harassment or exploitation includes but is not limited to any sexual contact between an employee of a community facility or community program, provider, or other caregiver and an adult. For situations other than those involving an employee, provider,

or other caregiver and an adult, sexual harassment or exploitation means unwelcome physical sexual contact including requests for sexual favors and other physical conduct directed toward an adult.

Any sexual contact between an employee of a facility or paid caregiver and an adult served by the facility or caregiver. Sexual abuse does not mean consensual sexual contact between an adult and a paid caregiver who is the spouse or partner of the adult.

Any sexual contact that is achieved through force, trickery, threat, or coercion.

Any sexual contact between a person with a developmental disability and a relative of the person with a developmental disability other than a spouse or partner. Relative means a parent, grandparent, children, brother, sister, uncle, aunt, niece, nephew, half brother, half sister, stepparent, or stepchild.

As defined in ORS 163.305, sexual contact means any touching of the sexual or other intimate parts of a person or causing such person to touch the sexual or other intimate parts of the actor for the purpose of arousing or gratifying the sexual desire of either party.

8. Verbal abuse means to threaten significant physical or emotional harm to a person with a developmental disability through the use of:

Derogatory or inappropriate names, insults, verbal assaults, profanity, or ridicule;

Harassment, coercion, threats, intimidation, humiliation, mental cruelty, or inappropriate sexual comments; or

A threat to withhold services or supports, including an implied or direct threat of termination of services. Services include but are not limited to the provision of food, clothing, medicine, housing, medical services, assistance with bathing or personal hygiene, or any other services essential to the well-being of an adult.

For purposes of this section, verbal conduct includes but is not limited to the use of oral, written, or gestured communication that is directed to a person with a developmental disability or within their hearing distance, regardless of their ability to comprehend.

The emotional harm that can result from verbal abuse may include but is not limited to anguish, distress, or fear.

In a facility setting, verbal abuse includes but is not limited to direct or implied threats of harm, punishment, or deprivation directed toward the person.

Pursuant to the law, your identity as the person making the report is confidential. Further, the law protects you from retaliation from a community facility, community program or individual when you make a report in good faith. You may not be discharged or transferred from one location of an agency to another, terminated from your job, demoted or have your pay lowered, or denied contact with the facility or its residents because you made a good faith report of suspected abuse. If you feel you have been retaliated against, you have the right to seek private legal action. Any agency, program or individual who retaliates against someone because of a good faith report of suspected abuse may be liable to that person for actual damages.

By signing this form, you are saying you understand the State's mandatory abuse reporting requirements concerning adults with developmentally disabilities. If you do not understand the mandatory abuse reporting requirements, ask to have them explained to you before you sign this form. You will be asked to sign this form every year you work for the agency and the signed form will become a part of your official file including any personnel record.

---

**Provider Acknowledgement**

I have received training about my mandatory abuse reporting obligations. I was trained on \_\_\_\_\_

DATE

I have received a copy of a card explaining I am a mandatory reporter and providing information about who to call if I suspect abuse.

I received the card on \_\_\_\_\_

DATE

---

Print, then sign your name

Today's Date

---

I:\OIT\STAFF FOLDERS\Kutas E\2010 Mandatory Abuse Reporting Revisions\Mandatory Abuse Reporting Notice for adults with DD.doc

Revised: 01/2010

## Request for Taxpayer Identification Number and Certification

**Give form to the  
 requester. Do not  
 send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name” line.

**Limited liability company (LLC).** Check the “Limited liability company” box only and enter the appropriate code for the tax classification (“D” for disregarded entity, “C” for corporation, “P” for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner’s name on the “Name” line. Enter the LLC’s name on the “Business name” line.

For an LLC classified as a partnership or a corporation, enter the LLC’s name on the “Name” line and any business, trade, or DBA name on the “Business name” line.

**Other entities.** Enter your business name as shown on required federal tax documents on the “Name” line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the “Business name” line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the “Exempt payee” box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

### What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

### Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.consumer.gov/idtheft](http://www.consumer.gov/idtheft) or 1-877-IDTHEFT(438-4338).

Visit the IRS website at [www.irs.gov](http://www.irs.gov) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

## Eligibility to Work in the US

<b>Last Name</b>	<b>First Name</b>	<b>Middle Initial</b>	<b>Other names used (including maiden name)</b>
<b>Address (Street name and Number)</b>			<b>Date of Birth</b>
<b>City</b>	<b>State</b>	<b>Zip</b>	<b>Social Security Number</b>

I attest that I am legally eligible to work in the United States because I am:

- A citizen or national of the United States
- A lawful permanent resident (Alien #) A \_\_\_\_\_
- An alien authorized to work until \_\_\_\_\_

I have presented the following documents that establish both my Identity and Eligibility to Work in the US (One item from Group 1, or one each from Groups 2 and 3):

**Group 1** establishes both identity and eligibility to work (fulfills both requirements):

- US Passport
- Permanent Resident Card or Alien Registration Receipt Card
- An unexpired foreign passport with a temporary I-551 stamp
- An unexpired Employment Authorization Document that contains a photograph (Form I-766, I-688, I-688A, I-688B)
- An unexpired foreign passport with an unexpired Arrival-Departure record, form I-94, bearing the same name as the passport and containing an endorsement of the alien's nonimmigrant status, if that status authorizes the alien to work for the employer

**Group 2** establishes Identity (fulfills half of requirement):

- Driver's license or ID card issued by a state or outlying possession of the US provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address
- ID card issued by federal, state, or local government agencies or entities provided it contains the same information as above
- School ID card with a photograph
- Native American Tribal Document
- Military dependent's ID card

**Group 3** establishes Eligibility to Work (fulfills half of requirement)

- US Social Security Card
- Certification of Birth Abroad issued by Department of State (form FS-545 or DS-1350)
- Original or certified copy of a birth certificate issued by a state, county, municipal authority bearing official seal
- Native American Tribal Document
- US Citizen ID card or ID Card for use of Resident Citizen in the US ( form I-179)

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Brokerage representative acknowledgment:**

I am an authorized representative of a Support Services Brokerage and I verify that the person who filled out the form has submitted proof of the documents above, verifying eligibility to work in the US as required by OAR 411-340-0160 (c).

\_\_\_\_\_  
Name and Position

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Independent Contractor Weigh Test

Please answer each of the following questions on separate paper. The metro-area brokerages will review your answers to verify that you are self-employed and operating as an Independent Contractor. Each section corresponds to ORS 670.600, which defines Independent Contractor.

### Section 1 - Direction and Control

Free from direction and control over the means and manner of providing the services, subject only to the right of the person for whom the services are provided to specify the desired results.

---

- Describe the services you are offering to customers.
- Describe your business plan.
- In what areas do you possess professional ability, knowledge and expertise?
- What methods and strategies will you employ to assist your customers in reaching their goals? Please give examples of the methods and strategies you plan to utilize.
- How do you determine when to meet with the customer?
- How will the customer know when your work is complete?
- How will you meet Medicaid, State and Brokerage regulations and standards for eligibility for reimbursement?
- What is your process for terminating a contract with a customer? For what reasons?

### Section 2 - Independently Established Business

Except as provided in ORS 670.600, subsection (4), is customarily engaged in an independently established business. For these purposes, a person is considered to be customarily engaged in an independently established business if any of the three following requirements are met.

---

#### Section 2A Business Location

---

- Describe the business location from where you primarily perform the actions of your business.
  - Where will you conduct the administrative aspects of your business? If the business space is in your residential home, do you take (or plan to take) a home office deduction when you file your taxes?
  - Do you have a mailing address and phone number separate from your residence?
- 

#### Section 2B Risk of Loss

---

- Do you warrant the work you perform under contracts? How?
- Do you assume financial responsibility for defective workmanship or for services not provided by purchasing performance bonds, errors and omission insurance or liability insurance, or providing warranties to the labor or services you provide? How?
- What economic loss or financial risk, if any, do you incur beyond the loss of salary (eg., loss or damage of equipment, material, etc)?

- Many services require transporting customers in your vehicle. Is your vehicle liability insurance premium paid based on a business vehicle or a personal vehicle?
- What happens if you do not meet contract obligations?

---

Section 2C  
Routinely Engaged

---

- How many customers do you currently serve or seek to serve?
- Do you serve or plan to serve customers at more than one brokerage? Which ones?
- Do you have contracted clients outside the brokerage system? If so, with which agencies?
- How do you market or advertise your services to the general public?

---

Section 2D  
Significant Investment

---

- What, if any, resources and equipment have you purchased to meet your business objectives?
- What, if any, of this equipment depreciated and was/will be taken as a business deduction?
- What expenses have you incurred or do you plan on incurring? (i.e. computers, software, supplies, liability insurance, etc)
- Describe the overhead expenses assumed to render the services you offer.
- What licenses, certificates, or specialized training have you paid for that qualifies you to provide services?
- Do you purchase liability insurance?

---

Section 2E  
Authority to Hire

---

- Do you have a Tax Identification Number separate from your Social Security Number?
- Do you employ staff or plan to employ staff to perform pieces of your work? What portions?

**Section 3 - Licenses, Certification and Training**

*Independent Contractor is responsible for obtaining other licenses or certificates necessary to provide the services.*

---

- What type of training, license or certification have you obtained relevant to this work?
- When did you start your business that serves people with disabilities?
- What business licenses/registration, permits or other certification do you have for your business?