

independence | northwest

independent contractor enrollment packet checklist

- Resume
- DHS Criminal History Check form completed
- I-9 (list supporting documents below)
 - 1. _____
 - 2. _____
- W-9
- Current Driver's License/State Issued ID Card
Expiration _____
- Current Auto Insurance
Expiration _____
 - Not a driver
- Reference Check(s)
- Mandatory Abuse Reporting Signed
- Verification and Confirmation of IC Status Form Completed
- Sanctions Agreement Signed
- Provider Orientation Sign-Up Date: _____
- Attended Orientation

Behavior Consultant:

- OIS current certificate
- BA/BS degree & 1 year experience
- Or 3 years experience

Social / Sexual Consultant:

- BA/BS degree & 1 year
- or 3 years experience

Nursing Consultant:

- Oregon Nursing License
- 1 year experience

Other Specialized Support Consultants:

- Professional License

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In order to provide services to our customers, we require the following information to be on file at our office prior to any contractual agreements between customers of Independence NW and your organization.

Contact Information:

Your Legal Name: _____

Your Tax ID/Social Security Number: _____

Physical Address: _____

Mailing Address (if different): _____

Telephone: _____

Fax: _____

Email address: _____

Service Region:

Multnomah

Clackamas

Washington

Are you willing to provide transportation to customers? Yes No

If yes, are you willing to provide us with a copy of your automobile insurance? Yes No

Verification and Confirmation of Independent Contractor Status

You must be able to affirm that at least four of the following statements are true with regards to your status as an Independent Contractor. Please write your initials beside each of the following statements, if true.

- _____ I affirm that I maintain a business location that is either separate from my residence or is in a portion of my residence that is primarily used for business practices.
- _____ Each year, I perform services for two or more individuals or organizations.
- _____ I affirm that I have business cards for my business OR I am a member of a trade association OR I purchase public, commercial advertising for my services.
- _____ My services are only available to the public by way of contracts.
- _____ My business telephone listing is separate and distinct from my residential telephone listing.
- _____ I 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 relating to the labor or services I provide.

By signing below, I attest to the truthfulness of all statements initialed above. I agree to contact Independence NW immediately should any of the above circumstances change.

Independent Contractor Name _____

Independent Contractor Signature _____

Date ____/____/____

Staff Verifying Statements Above: _____

Oregon Law Regarding Independent Contractors

Oregon law (effective January 1st, 2006) considers service providers to be independent contractors if they:

- Are free from direction and control, subject to the right of the service recipient to specify the desired result.
- Are licensed under ORS 671 or 701 (CCB, State Landscape Architect Board or Landscape Contractors Board and State Board of Architect Examiners) if required for the service.
- Are responsible for other licenses or certificates necessary to provide the service.
- Are customarily engaged in an independently established business (if they meet 3 out of the 5 below):
 1. Maintain a business location that is:
 - a. Separate from the business or work location of the service recipient; or
 - b. that is in a portion of their own residence that is used primarily for business.
 2. Bear the risk of loss, shown by factors such as:
 - Entering into fixed price contracts;
 - a. Being required to correct defective work;
 - b. Warranting the services provided; or
 - c. Negotiating indemnification agreements or purchasing liability insurance, performance bonds, or errors and omissions insurance.
 3. Provide contracted services for **two or more different persons within a 12-month period**, or routinely engage in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
 4. Make a significant investment in the business through means such as:
 - Purchasing tools or equipment necessary to provide the services;
 - a. Paying for the premises or facilities where the services are provided; or
 - b. Paying for licenses, certificates or specialized training required to provide the services.
 5. Have the authority to hire and fire other persons to provide assistance in performing the services.

Additional provisions in the new law:

- A person who files tax returns with a Schedule F and also performs agricultural services reportable on a Schedule C isn't required to meet the independently established business requirements
- Establishing a business entity such as a corporation or limited liability company, doesn't, by itself, establish that the individual providing services will be considered an independent contractor.

Source: Oregon.gov

Documentation Requirements

Please be prepared to submit the following documents and/or fill out the forms listed below. Prior to working with any of Independence NW's customers, all required paperwork must be on file and verified. Meeting with our Community Resources Director does not imply that you are a qualified Independent Contractor with our office. You will receive confirmation in writing once qualified.

I-9

W-9

Copy of Resume

Copy of Driver's License or State-Issued Identification Card

Copy of Current Auto Insurance (if driving customers)

Three (3) References

Signed Copy of Mandatory Abuse Reporting Form (after training on this from our staff)

Signed Copy of this Enrollment Packet

Signed Copy of Sanctions Policy

Behavioral Consultants must provide:

Current OIS Certificate

Proof of BA/BS degree and 1 year experience or 3 years Behavioral Consultation experience

Social/Sexual Consultants must provide:

Current OIS Certificate

Proof of BA/BS degree and 1 year experience or 3 years Behavioral Consultation experience

Nursing Consultants must provide:

Current Oregon Nursing License

Proof of 1 year experience as a Nurse

Other Specialized Support Consultants must provide:

Professional License

Services Provided

	Service Element	Allowable Rate Range	Your Published Rates
725	Chore Services	\$12.67 - \$21.12 hourly	
726	Community Inclusion (1:1 Assessment or Skill Training) <i>*** REQUIRES AN ASSESSMENT AND IS TIME LIMITED</i>	\$12.67 - \$31.68 hourly	
726	Community Inclusion (1:1 Assistance)	\$12.67 - \$21.12 hourly	
726	Community Inclusion (Small Group Inclusion Assistance)	Hourly Rate pro-rated by number in group	
727	Community Living Supports (1:1 Daily Living Assessment or Skill Training) <i>***REQUIRES AN ASSESSMENT AND IS TIME LIMITED</i>	\$12.67 - \$31.68 hourly	
727	Community Living Supports (1:1 Daily Living Supports)	\$12.67 - \$21.12 hourly	
729	Family Training	\$52.80 - \$79.20 hourly	
730	Homemaker	\$12.67 - \$21.12 hourly	
731	Respite (hourly)	\$12.67 - \$21.12 hourly	

	Service Element	Allowable Rate Range	Your Published Rates
731	Respite (Overnight 24-hour period)	Min - \$164.74 Max - \$207.14	
738	Specialized Supports Behavior	\$52.80 to \$79.20 hourly	
738	Specialized Supports Social Sexual	\$52.80 to \$79.20 hourly	
738	Specialized Supports Licensed RN	\$26.40 to \$58.08 hourly OR \$26.40 - \$36.96 hourly shift care	
738	Specialized Supports Delegating RN	\$26.40 hourly	
740	Supported Employment (Short Term) Job Development and Placement	\$12.67 - \$33.78 hourly	
740	Supported Employment (Short Term) Job Exploration	\$12.67 - \$33.78 hourly	
740	Supported Employment (Short Term) Job Coaching or Employment Consultation (Time Limited)	\$12.67 - \$33.78 hourly	
740	Supported Employment (Long Term Supports or Consultation) Individual On-Going Supported Employment	\$12.67 - \$33.78 hourly	

Confirmation of Understanding and Responsibilities

- _____ I understand that I am not an employee of Independence NW nor am I an employee of any customer with whom I contract. I attest to my status as an Independent Contractor.
- _____ I understand that Independence NW will not withhold nor pay income tax, Social Security, Medicare or unemployment taxes or similar sums in connection with my compensation as an independent contractor.
- _____ I understand that I am responsible for monitoring my contracts with 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 (customer, contractor and Independence NW). With this understanding, I will not request additional funds from Independence NW should I provide more hours/days/miles than originally agreed upon in the contract.
- _____ I understand that I cannot begin work with a customer prior to having a signed contract in place. I further understand that beginning work with a customer prior to having a completed contract makes it illegal for Independence NW to pay me for services rendered during the time without a contract. I understand I should contact Independence NW management should I have any difficulty getting a contract from a staff person at the agency. Regardless of why a contract is not in place, I understand that payment cannot and will not be made on services sans contract.
- _____ I understand that I must submit all invoices to Independence NW on time and complete. I agree to meet all deadlines for invoice due dates and understand that any late invoice submission will result in a processing delay to the following month's billing schedule. I understand this means payment may be delayed for 30 additional days as a result of tardy invoice submission, without exception.
- _____ I understand that I am responsible for ensuring the customer's verification on every invoice submitted to Independence NW. Without customer verification (signature), no invoice will be processed (except, in rare cases, where the contract has special conditions that state otherwise).
- _____ I agree to provide progress notes with every invoice for proof of services rendered (except, in rare cases, where the contract has special conditions that state otherwise).

_____ I agree to adhere to 1:1 ratio of support for all contracts unless it is indicated otherwise in the contract. I agree that any services where more than one Brokerage customer is present will be pro-rated based on the number in the group. I understand that double billing is fraudulent use of taxpayer dollars and will result in sanctions and prosecution to the fullest extent of the law.

_____ I agree to notify Independence NW as soon as possible in the event of any serious incident. I further agree to submit an Incident Report to the Personal Agent in the event of any serious or major incidents involving customers.

_____ I agree to hold harmless and indemnify Independence NW and its customers, agents, contractors and employees from any and all taxes, penalties, fines, premiums or other amounts that may become due as a result of the Contractor's performance of services.

_____ I understand the requirements of maintaining confidentiality and safeguarding individual information.

Independent Contractor Printed Name: _____

Independent Contractor Signature: _____

Date: ____/____/____