

2004-2005 OREGON HEALTH PLAN  
Mental Health Organization Agreement

**PART I**  
**Contractor Data, Approvals and Signatures**

This Agreement is between the State of Oregon, acting by and through its Department of Human Services (DHS), Office of Mental Health and Addiction Services, hereinafter referred to as OMHAS, and

**Contractor Name Here**

hereinafter referred to as Contractor. DHS's supervising representative for this Agreement is the OMHAS Community Services Section (CSS) Manager.

**I. Organization of Agreement**

This Agreement consists of Part I and Part II, Oregon Administrative Rules (OARs) cited herein, and Exhibits A through L, which are attached hereto and incorporated herein by this reference. The definitions that apply to this Agreement are set forth in Exhibit K.

**II. Status of Contractor**

A. Type of Business:

Contractor is an intergovernmental entity organized under the laws of Oregon, which is serving as a Mental Health Organization (MHO) under this Agreement.

Contractor is not a Health Care Services Contractor as defined in ORS 750.005 (2).

Contractor is not a Federally Qualified Health Maintenance Organization registered as such with the Oregon Department of Consumer and Business Services.

B. Service Area

Contractor's designated Service Area is within **Enter Service Area Here**. Contractor shall serve, under the terms and conditions set forth in this Agreement, Oregon Health Plan (OHP) Clients living in these counties who are enrolled with Contractor by DHS as described in Part II, Section IV, Enrollment and Disenrollment, of this Agreement.

C. Status of Contractor

If Contractor is a Health Care Services Contractor as defined in ORS 750.005(2), Contractor shall not provide prepaid health services on a capitated basis to any persons other than OHP Members, unless Contractor meets all statutory and regulatory requirements as a Health Care Services Contractor under ORS Chapter 750.

D. Corporate Activity

Contractor agrees to include all of its financial activities under Corporate Activity when completing Reports C1 through C5. Any changes to the reporting of Corporate Activity shall be approved by OMHAS in writing before implementation.

### III. Contractor Information

Pursuant to Internal Revenue Service regulations, Contractors must furnish its Taxpayer Identification Number (TIN) to the State prior to Agreement approval. This information will be reported to the Internal Revenue Service (IRS) under the name and taxpayer identification number submitted. If the IRS notifies DHS any two years out of three that the name and number given do not match, Contractor could be subject to backup withholding at a rate of 31 percent.

The individual signing this Agreement on behalf of Contractor hereby certifies and swears, under penalty of perjury: (a) that the number shown below is the correct Contractor taxpayer identification number, and that Contractor is not subject to backup withholding because: (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding;

(b) that s/he is authorized to act on behalf of Contractor, has authority and knowledge regarding Contractor's payment of taxes, and to the best of her/his knowledge, Contractor is not in violation of any Oregon tax laws (including, without limitation, those listed below); (c) that Contractor is an independent contractor as defined in ORS 670.600; and (d) that the information set forth in this Part I, Section IV. Contractor Information, is true and accurate. For purposes of this certificate, "Oregon tax laws" means the state inheritance tax, gift tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, timber taxes, cigarette tax, other tobacco tax, 9-1-1 emergency communications tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue (Multnomah County Business Income Tax, Lane Transit District Tax, Tri-Metropolitan District Employer Payroll Tax, and Tri-Metropolitan Transit District Self-Employment Tax).

If Contractor is not a corporation, a county or an intergovernmental entity organized under ORS Chapter 190, or is a professional corporation, then the individual signing this Agreement on behalf of Contractor must certify that Contractor is an Independent Contractor and that the Contractor meets the following standards: (a) that the Contractor is registered under ORS chapter 701 to provide labor or services for which such registration is required; (b) that the Contractor has filed federal and state income tax returns in the name of the Contractor's business or a business Schedule C as part of the personal income tax return, for previous year, or expects to file federal and state income tax returns, for labor or services performed as an independent contractor in the previous year; (c) that the Contractor will furnish the tools or equipment necessary for the contracted labor or services; (d) that the Contractor has the authority to hire and fire employees who perform the labor or services; and (e) that the Contractor represents to the public that the labor or services are to be provided by its independently established business because four or more of the following circumstances exist: (i) the labor or services are primarily carried out at a location that is separate from the Contractor's residence or is primarily carried out in a specific portion of the Contractor's residence, which is set aside as the location of the business; (ii) commercial advertising or business cards are purchased for the business, or the Contractor has a trade association membership; (iii) telephone listing is used for the business that is separate for the personal residence listing; (iv) labor or services are performed only pursuant to written contracts; (v) labor or services are performed for two or more different persons within a period of one year; (vi) Contractor assumes financial responsibility for defective workmanship or for services not provided as evidenced by the

ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.

By execution of this Agreement, I, an authorized official of Contractor, certify that I have read this Agreement and Exhibits, and have shared data reporting requirements with Contractor's computer systems personnel to assure that mechanisms are in place to provide for the collection and reporting of data as specified in this Agreement.

Contract Number:

Contract Period: October 1, 2004 through September 30, 2005

LEGAL BUSINESS NAME:

(This must match the name in which your TIN was issued)

Address:

City, State, Zip:

Telephone:

Facsimile Number:

TAXPAYER IDENTIFICATION NUMBER:

(Federal Employer Identification Number)

STATE TAX IDENTIFICATION NUMBER: Same as above

Business Designation	_____	Corporation
	_____	Partnership
	_____	Limited Partnership
	_____	Limited Liability Company
	_____	Limited Liability Partnership
	_____	Sole Proprietorship
	_____	Intergovernmental
	_____	Government
	_____	Non-Profit Corporation

#### IV. Signatures

In witness, the parties listed below have caused this Agreement to be executed by their duly authorized officers.

**Contractor:**

**DHS, Office of Mental Health and  
Addiction Services:**

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Authorized Signature	Date
Madeline M. Olson, Asst. Administrator Office of Mental Health and Addiction Services	

**Approved as to Legal Sufficiency:**

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Date

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Assistant Attorney General	Date
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Reviewed:

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DHS Contracts Coordinator	Date
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