

INDEPENDENT CONTRACTOR GUIDELINES FOR THE PORTLAND METRO-AREA BROKERAGES

Edition 2

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DEVELOPED IN COLLABORATION BY INCLUSION, INC., MENTOR OREGON BROKERAGE, AND SELF-DETERMINATION RESOURCES, INC.

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History

In January 2000, the Staley lawsuit was filed and settled in September 2000. This lawsuit alleged that people with developmental disabilities have a right to Medicaid services and supports when they live in the community. This class action lawsuit ensured that every adult in Oregon who qualifies for services through the State Department of Developmental Disabilities will receive the services they are entitled to. The State of Oregon responded to this lawsuit by creating the brokerages.

The State of Oregon contracts with each brokerage to serve a certain number of customers that are referred through particular counties. Though these referrals are initially made based upon a variety of factors, customers can ultimately choose which brokerage they would like to work with.

Brokerages are governed by Oregon Administrative Rules which are state rules that define how the brokerage operates and services are provided.

The Principles of Self-Determination

Brokerage supports are based on the principles of self-determination. These principles are:

- Freedom—To plan a life the customer chooses with necessary supports to do so.
- Authority—To control supports and resources required to meet support needs.
- Support—To be involved in the community.
- Autonomy—To access resources and personnel that they choose.
- Responsibility—To participate in and become a contributing member of the community.
- Responsibility—To spend public funds in a way that is life-enhancing.

Eligibility and Referral

The county that the brokerage is contracted to work with will establish a person's eligibility for

DD services for residents of that county. The county also determines which public services a person may be eligible for. Once someone has been deemed eligible for DD services and meets the following criteria they are placed on a list of people to be referred to a brokerage.

The brokerage receives a certain number of referrals monthly until they “cap” at a contracted number of customers. The contracted number of customers that a brokerage will serve can be anywhere from 450 to 700 people.

Customers

Our customers experience a wide range of disabilities and support needs. The kind of support needed is as individualized as each of our customers are.

Every customer that receives supports through a brokerage meets each of the following criteria:

- Eligible for services through the county DD program
- 18 or older
- Lives in the community (either on their own, with family or with friends)
- Requires less than \$20,000 (adjusted annually for cost of living) in support services per year

Funding Level

Customers receive a certain amount of funding based upon their Medicaid (and Title XIX) eligibility as well as the level of care that they require. The PA and the customer work together with interacting governmental entities to establish the funding level.

It is the brokerage's responsibility to ensure that a customer's funding level is accurate and that expenditures stay within their established budget.

The Key Functions of a Brokerage

1. Assist customers to determine their needs, plan supports in response to these needs and to develop budgets based on all available resources.

Brokerage 101 Continued

2. Assist customers to find and arrange the resources necessary to implement planned services.
 3. Assist customers in assuring the effective implementation of their plans over time, and help make adjustments to the plan or plan goals as necessary.
 4. Provide information, education and technical assistance for customer in order to help facilitate effective plan implementation.
 5. Act as a fiscal intermediary in the receipt and accounting of certain funds on behalf of an individual, making payment with customer's authorization and accounting for support plan costs.
 6. Assist customers to fulfill their roles and obligations as employers of support staff when plans call for such arrangements.
 7. Facilitate development and expansion of community resources
 8. Assure and assist customers in monitoring of the quality of their supports.
2. Are required to maintain or increase independence, community participation and/or productivity
 3. Are required solely because of the direct effects of a developmental disability
 4. Do not replace existing support systems or resources
 5. Do not replace other governmental benefits (OVRs, SSI, OHP, etc)
 6. Do not provide for basic needs of food, clothing and shelter
 7. Are a cost-effective use of public funds
 8. Are never a direct payment to a beneficiary
 9. Are never for purely diversional activities

All nine of these elements must be in place in order to make a purchase allowable.

Some of the supports customers may be seeking are: to find or maintain employment; support to access inclusive activities in the community; support to maintain or increase their independent living skills; respite care; medical equipment; home adaptations; support with activities of daily living (personal hygiene, grooming, etc); community living skills that might include cooking, cleaning, budgeting, shopping, banking etc.; non-medical transportation.

Unallowable Supports

In addition to the need to meet the requirements listed above there are certain specific things that cannot be paid for with support service dollars. A few of these things are:

- Representative Payee Services
- Tutoring or Reading Training
- Moving Costs
- Mental Health Counseling
- Driver's Training

If you are uncertain if a support you are providing is allowable contact the PA you are working with. They are your best resource in understanding the complex rules that govern brokerages.

Each brokerage customer is assigned a Personal Agent (PA). The customer, their support circle and the PA work together to establish their resources, identify goals and supports needed to meet those goals.

The PA assists the customer in developing a plan to work towards goals the customer has identified through a person-centered planning process. This "plan" is documented in the customer's Individualized Support Plan.

The PA then acts as a conduit (or broker) of information, resources, supports and funding to access the support necessary to reach their goals.

Supports Available

Customers can choose to access a variety of supports. Supports are defined in the **"9 Basic Expenditure Requirements" (Appendix A)**. It says that supports:

1. Directly relate to a specific goal on an individual's ISP

Types of Providers

Customers can choose to work with several different types of providers.

- General Businesses provide services or goods to the general public. Services are not geared specifically towards people with disabilities and they are not licensed by the State of Oregon Seniors and People with Disabilities.
- Licensed Provider Organizations solely serve people with disabilities and are licensed by the State of Oregon.
- Domestic Employees are generally family members or friends that the customer enters an employer/employee relationship with. The customer becomes the employer in this situation.
- Independent Contractors are **self-employed** and contract on a one-to-one basis with customers to provide supports identified. Independent Contractors may be called upon to provide any of the services allowable under state and federal guidelines.

Along with rules around how the brokerages operate, how services are provided and which supports are allowable, the state sets forth rules around the qualification of providers in the **OARs (Appendix B)**.

The brokerages in the Portland metro area have agreed upon certain expectations of Independent Contractors to help assure every entity's compliance with state and federal rules. This is your guidebook to those laws and expectations, please use it as a tool to answer questions as they arise. You may also contact your Provider Coordinator or the Personal Agent you are working with.

Independent Contractors...

- Are self-employed and essentially in business for themselves
- Are responsible to pay their own taxes (Each brokerage will issue a 1099 at the end of the year reporting your income through that agency)
- Must be working with or marketing services to at least two or more clients at any given time
- Are responsible to seek work and information regarding their business independently
- Must be qualified as a provider with each brokerage individually

You Are Self-Employed

As a self-employed person you are running your own business. You are not an employee of any brokerage or the customers of any brokerage. You will probably want to talk with an accountant and may want to invest in additional insurance, or get a business license. You are vulnerable to liability issues, and may want to take extra steps to protect yourself.

Types of Supports

Brokerage supports are broken down into 15 categories. Once a customer has identified his or her goals, the Personal Agent will identify the service category that the support required will fit into. The table below provides the service categories, their codes and a brief description of the service.

You will need to determine the type of service that you are **qualified and interested** in.

Service Category	Service Code	Description
Chore Services	725	Services needed to maintain a safe environment in an individual's home.
Community Inclusion	726	Support and/or training to participate in community activities and to facilitate independence and promote community contribution.
Community Living Supports	727	Support and/or training to maintain or increase skills necessary to live as independently as possible within the community.
Environmental Accessibility Adaptations	728	Physical adaptations necessary to ensure the health, safety or increased independence within the home.
Family Training	729	Training and counseling service for the family of a customer to increase the capability of the family to care for, support and maintain the individual in the home.
Homemaker/Housekeeping	730	Routine household care provided by a trained homemaker.
Non-Medical Transportation	731	Transportation to access community living or employment related activities. Mileage.
Occupational Therapy	732	OT services by a licensed professional and that are defined under the State Medicaid Plan.
Personal Emergency Response Systems	733	Electronic devices required to secure help in an emergency for safety in the home or community.
Physical Therapy	734	PT services by a licensed professional and that are defined under the State Medicaid Plan.
Respite Care	735	Short-term care provided because of the absence of the primary caregiver(s) of an individual unable to care for themselves.
Special Diet	736	Specially prepared or particular types of food needed to sustain a customer in their family home.
Specialized Medical/Other Equipment and Supplies	737	Devices, aids, controls, supplies, or appliances that enable individuals to increase their abilities to perform, perceive or communicate.
Specialized Supports	738	Treatment, training, consultation or other unique services necessary to achieve outcomes in the plan of care that are not available through the State Medicaid Plan.
Speech and Language Therapy	739	Therapy services by a licensed professional and that are defined under the State Medicaid Plan.
Supported Employment	740	Job development, training or exploration, provision of paid work in a group setting.

Setting Your Rates

The state DHS governs the rate range that a customer can spend on specific services. These rate ranges can be found in the **“Rate Range Guidelines” (Appendix C)**. The state has also developed a “Rate Setting Manual” to assist you to properly set your hourly rates. You can obtain this manual from the DHS website.

When you are setting your rate range you will want to set a minimum hourly rate taking into account taxes and your overhead costs. From there you will either negotiate the hourly rate you will receive on a customer-by-customer basis or the rate may already be established. You can ask for this information at any point during the interview process.

For example, a customer might require higher than average behavior support needs that require you to call upon your skills in implementing a Behavior Support Plan. You, the customer, their support circle and the Personal Agent may have a discussion to establish a pay rate. On the other hand, if a customer requires weekly or monthly visits to review their checkbook, make a grocery list and perhaps do some organizing around the house, you may only want to charge your base rate.

Your resume and references should substantiate the rate you are charging.

Resumes, Fliers, and References

Generally speaking, the first contact a brokerage customer will have with you is on paper. You will want your resume as well as other promotional material on file with each brokerage you work with that summarizes the services you offer, what experience you have and what your hourly rate might be. This is your first introduction to your potential clients—make them look good!

Often, a customer has specific needs and is seeking individualized services. They may want to know if you are fluent in a second language, have experience with medication management, housing, or job development. If you have special skills, put them on your resume!

Typically, the PA gathers resumes, references and whatever else you have given the brokerage and provides them to the customer to review. The customer may decide to interview whomever they choose or they may ask the PA to make a referral.



Key Elements of a Handout

- Your name and contact information. Do not put your home address or a telephone number you don't want shared on anything you are asking that the brokerage hand out to customers.
- A brief description of your experience in the field or particular areas of interest.
- The service categories in which you will be providing service.
- The hourly rate (or rate range) that you charge in each service category.

What Happens Next?

The customer has chosen whom they would like to meet or interview and the PA will contact you to arrange a meeting. During this initial phone call the PA will be able to provide you with general information regarding the kind of support the customer needs, how often, and the rate if one has been established. This is your first opportunity to assess if this situation will work for you. Bearing in mind that the brokerage is bound by confidentiality rules, a few things you might ask or want to think about are:

Who will be present at the interview? What are the customer's goals? How many hours is this contract for? Am I available when the customer needs me? Does this customer have any protocols in place? Are there other important things to know about the customer or the contract?

If this customer's needs will work for you then the PA will arrange a time to interview with the customer. If you have reservations or if you think that a particular situation might not work for you it is best that you state that as soon as you realize this!

Don't be discouraged if you did not get a contract that you interviewed for or you take a contract for fewer hours than you would like.

Your skills and professionalism will pay off.



The Interview

Your interview may be conducted by the customer, his or her family or friends, the PA, or any configuration thereof. Because of the intimate nature of some of the work being performed, customers and their families sometimes have a very specific idea of what personal qualities their provider should possess. Customers are encouraged to interview multiple providers to find the right person for the job.

The decision about whom to contract with is entirely up to the customer and so the interview process can be as much about how well you get along as it is about your qualifications.

Remember that the interview is a chance for you to ask questions and decide if this is the right job for you too! You may want to discuss details such as who will pay for entrance fees for community inclusion activities, whether there is a possibility for mileage reimbursement, whether the supports will be strictly 1:1 or if the customer may want to involve friends or partners, etc.

The Contract

Once a customer has decided that they would like to work with you, the PA will draw up a **contract (Appendix D)** on behalf of the customer. Each contract you sign will have some standard language. In addition to this it will include a few essential elements that include but are not limited to:

- The customer's name and your contact information
- The goal that you are assisting the customer with
- The service category and/or code
- A description of the support and/or training that you are providing
- The date the contract begins and ends
- The days and times you are scheduled to work with the customer if applicable
- The hourly rate you will be paid
- A total number of hours and in most cases an average number hours that you should work per week or month
- A list of any health and safety protocols that are in place for that customer
- How you will report progress and the services you provide (this is typically in the form of progress notes).

The contract will be binding so **do not sign a contract if you are not able to meet the obligations.** The contract obligates you to perform the services, and **ONLY** the services, you and the customer have agreed upon. Please note that working outside the contract's specifications may result in time not paid.

Once a customer has chosen you as their provider, the PA will contact you. It is the best practice that they make arrangements to meet with you and the customer to review the contract together and clarify expectations, particularly when working with a new customer, provider or on a new goal. Sometimes, however they may simply mail the contract to you for signature and request that you return it to them after you and the customer have signed it.

The majority of contracts are written on a one-to-one basis. This means that unless the contract specifies telephone contact or group activities these services are not allowable and cannot be paid for.

Your contract is your job description. If the contract is not written clearly or you require additional information do not hesitate to ask for it. Keep a copy of the contract readily available for your own references.

You are responsible to track the hours in your contract. It's a good idea to set up a record-keeping system with the goal and number of contracted hours clearly defined so that you are able to track how many hours are left in a contract. If you work beyond the contracted number of hours with a customer, neither the brokerage nor the customer is held liable for payment of those hours. If you exceed the number of hours that you are contracted for the customer could be in a position where they are not receiving services for a span of time.

The Complete Bill

Each bill that you submit must include the **invoice and progress notes (Appendix E)** and should incorporate the customer signature verifying the service you provided.

The essential elements include:

- The invoice being clearly and legibly written or typed
- Independent Contractor's name, address and contact information
- Personal Agent and customer name
- The month in which services were rendered
- The goal that you are working on with the customer
- A line item detail of date, time in/time out, service code, number of hours worked on that date, hourly rate and subtotal for the line item. If you are contracted under more than one service code each one should be separately subtotaled.
- The total amount due for the month you are billing for. If you bill multiple months, each one should be separately subtotaled.
- The signature of the customer. Many providers choose to keep a separate log that includes the first five details listed above and a line for the customer to initial each day that you work together and then a space for the signature at the end of the month.

Timely Billing

Each brokerage has due dates for invoices and pay dates. They have probably already given you a **calendar (Appendix F)** of these dates. If you miss the invoice deadline, you will probably have to wait an additional pay period for your check.

Monthly billing not only allows you to get paid on time, it allows the PA to manage the budget for the customer's plan. It documents the work you have been doing, progress being made, and keeps the PA informed. It is highly recommended that you do not allow 90 days to pass without submitting your bill.

Groups and Pro-Rating

As mentioned earlier, the majority of contracts are to be performed on a one-to-one basis. However, if you support more than one customer at a time, you must pro-rate the hourly rate by the number of people you are supporting.

For example, if you took three customers on a two hour activity, you would charge your contracted rate, divided by the number of customers (3), times the number of hours (2) for each customer you were with. If your rate was \$15/hour, your invoice would look like this:

Customer A: \$15 divided by 3 customers times 2 hours = \$10

Customer B: \$15 divided by 3 customers times 2 hours = \$10

Customer C: \$15 divided by 3 customers times 2 hours = \$10

As you can see, you still earn \$15/hour no matter how many customers you are serving at that time.

Progress Notes, Progress Notes, Progress Notes

All invoices must include a written narrative that describes both the activities performed and progress toward the goal of the contract. If you bill multiple services or goals, the progress of each one must be addressed. Progress notes are the primary means of proving that a service has been legitimately performed. Following are some key components to excellent progress notes.

Progress notes must relate to the individual's goals and to the services the provider agrees to deliver as listed in the Service Agreement. Relate the progress note back to both the goal and what's listed under the "How Will My Provider Help Me Achieve My Goals" section of the Service Agreement. Your note may demonstrate progress or the barriers to making significant progress. When you are providing on-going support you will want your notes to demonstrate the disability related supports that you provided, which brings us to the next point.

Progress notes need to highlight the *disability-related supports* that were provided to the customer. It is okay to provide a narrative of activities in which the customer has participated, but the disability-related supports provided are key. You will want to think about a few questions to meet this criteria.

1. Why does this person require supports? Or, how is this person's ability to engage in the chosen activity independently affected by their disability?
2. What are you doing to assist this person to participate in the chosen activity? Or, why do they need you there?
3. What does this person do independently? On-going assessment of a person's skill is a crucial piece to the service you are providing.
4. Have you seen progress and what are some examples of this progress?

It is important to have the provider be the subject of at least part of the progress note. A progress note that only talks about the customer is not one that has illustrated what supports the provider has supplied to the customer. The progress notes are also a place to demonstrate your skills, methods, things that worked and things that didn't work for the customer.

Progress notes should be written for someone who does not know the customer. Many people will see the progress note. Some, such as auditors, will not know the customer. If the progress note is written with the assumption that the reader knows the customer, there will probably be insufficient detail in the progress note to illustrate the services that were provided.

Progress notes should be fact or observation based and should not include staff opinion unless expressly stated as such. They serve as written documentation of what actually occurred at the time. Notes can include statements like "In staff's opinion Beth seemed happy because she was laughing and clapping her hands," but not statements like "Beth really enjoyed the outing."

Progress notes should change from month to month. While many of the supports you provide to a customer are the same from month to month, it is expected that you do different things each month with customers based on a host of factors (see next point). Progress notes that are either exactly the same or simply paraphrased from one month to the other are not acceptable as they do not communicate the unique and individual work you do with each customer each month.

Understand that you provide many, many services and supports to your customer each month. For many providers these supports are in some ways 'automatic' and it takes some thinking to realize and list all of the supports you provide to your customers each month.

Progress Notes, Progress Notes, Progress Notes (cont)**Examples of good progress notes:**

Tess continues to work well on her own and is able to complete up to four steps in a task. Staff support Tess by setting up work projects, giving her instructions and performing quality control on her work. When she completes a project, she needs staff to assist her in removal of the prior task and set up of a new task. She can be counted on to have high productivity and a good attention span. Staff recorded only 2 seizures this month, both were short and Tess just needed a small nap after each.

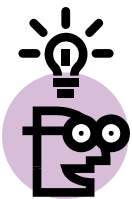
Bub participated in many activities this month. He was able to plant a seed during our Earth Day Celebration with hand over hand assistance from staff. Staff continue to need to redirect him with verbal prompts when he gets upset or frustrated. He did not have any incidents in the past month of aggression toward others. Staff believe this is due to moving him to a different work area from another customer (SP) whom he often targets with his aggression.

Staff took a trip to the library on the Max. Tom required verbal prompting to remain on the sidewalks out of the way of traffic. While he now waits for the crosswalk sign to be on, he continues to require 1:1 staff with him to ensure community safety. While on the Max, staff reminded Tom how to safely utilize public transportation (verbal prompting to remain seated while the train was moving, not talking to strangers, etc). While at the library, Tom expressed interest in the audio section where he listened primarily to county music. Staff assisted him by showing him how to use the headphones and select the song he wanted to listen to. Staff also assisted Tom with personal care needs in the bathroom by assisting him unfastening and fastening his pants and guiding him through hand washing. Tom required verbal prompting for community safety on the Max ride back to the clubhouse. Tom later expressed that he enjoyed the library and would like attend country music events in the future.

Examples of not so good progress notes:

Helen had a good month. She went bowling, to Taco Bell, McDonalds and to the park several times. She played games with her peers and really enjoys this. She had some of her usual behaviors, but they weren't as bad as they could be. She really enjoyed coming to the program and likes it very much.

Dan worked 12 days this past month on paid work. He worked on rice containers, large garbage bags and plastic flowers. He spent a significant amount of time complaining about having to work and resisting the location of his work assignments. He was very loud and disruptive to those around him.



- If you fax your invoices, it's a good idea to call and confirm that your fax got through. Also, clean your fax machine periodically to make sure that your faxes are legible.
- If you mail your invoices, remember that the brokerage isn't responsible for slow or misdirected mail. Mail is often delayed during holidays or tax season.
- Never combine customers or refer to another customer in your invoices. Each document should reference only the customer and plan it applies to, per HIPAA regulation.
- Brokerage staff may request additional information and can hold a bill until the documentation is complete.

Expecting the Unexpected

It sometimes happens that when you are with the customer, different needs arise than were originally in the contract. If the customer has immediate needs that you feel able to assist them with, please help them. The contract has sections that address health and safety protocols, behavior intervention, and unusual incidents, so you may need to refer to it. However, you should contact the PA as soon as possible. The PA may need to adjust the plan or the contract to meet this new need, and your communication is critical. If you deviate from the services outlined in the contract for any reason, be especially thorough in documenting these situations. If you find yourself handling the customer's money, get and keep receipts. If you find yourself in a medical situation, document the events that occurred, get medical reports if necessary, record prescriptions filled or administered. These actions not only inform the PA, but they protect you from liability.



Incident Reporting

If something unusual happens or there is an accident or injury when you are with a customer you must contact the Personal Agent. You may be asked to document this in an Incident Report (**Appendix G**). The brokerage has an Incident Report form you can use or you can use your own.

Confidentiality

You are required to obtain written permission from the person you are contracting with to disclose certain types of protected health information prior to disclosing that information.

The brokerage will have one on file to allow you to discuss relevant topics with that brokerage, however, you will want to keep your own release of information records.

Keep in mind that confidentiality extends to all persons, including non-guardian family members, doctors, etc. If you do not have written permission to talk to a person regarding the customer, you must not.

Why Documentation is Key



- It demonstrates how progress is being made, or not being made and why.
- It shows the support that you provided and why it is necessary that you are there.
- It documents that you have taken the appropriate steps to ensure the health, safety and self-determination of an individual.
- It provides a record of an individual's needs even after you are no longer in the picture.

Mandatory Abuse Reporting

Keep in mind that you are a mandatory abuse reporter. When in doubt about possible neglect, abuse or unusual circumstance contact the PA immediately and follow the brokerage's policies and procedures so that immediate steps are taken to protect the victim of abuse. If you suspect the PA of abuse, contact the Executive Director of that brokerage immediately.

According to Oregon Regulatory Statute (ORS 430.765) if you have reasonable cause to believe that an adult who has a developmental disability has suffered abuse, or that any person with whom you come in contact with in your job has abused an adult, you must immediately report the abuse to the brokerage you are working with and to the local law enforcement agency when there is reason to believe a crime has been committed.

The legal definition of abuse of adults who have a mental illness or a developmental disability is as follows:

1. Any death caused by other than accidental or natural means, or occurring in unusual circumstance.
2. Any physical injury caused by other than accidental means, or that appears to be at variance with the explanation given of the injury
3. Willful infliction of physical pain or injury
4. Sexual harassment or exploitation, including but not limited to any sexual contact between an employee of a facility or community program and an adult.
5. Neglect that leads to physical harm through withholding of services necessary to maintain health and well being.

In addition to the ORS definition of abuse that applies to adults who have a developmental disability, there are broader definitions of abuse set forth in the Oregon Administrative Rules that apply specifically to adults with a developmental disability that receive services through a licensed or certified facility. These rules require that you immediately notify the community developmental disability program and follow the brokerage's policies and procedures to ensure the health and safety of the victim when you have reason to believe any of the following are true:

1. Abuse in the form of neglect of care that results in the imminent danger of physical injury or harm through negligent omission, treatment or maltreatment
2. Unauthorized or inappropriate restraint resulting in injury
3. Financial exploitation (including theft, inappropriate loans, commingling of funds)
4. Verbal mistreatment (including subjecting the individual to ridicule, harassment, profanity or intimidation and threatening injury or withholding or termination of services)

Your rights as a mandatory abuse reporter:

The law protects you from retaliation when you make a report in good faith. Your identity as the person making the report can be confidential. You must let the person you are making the report to know that you wish to keep your identity confidential.

You may not be discharged or transferred from one worksite location to another (except for clinical reasons), 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 do not understand mandatory abuse reporting requirements, ask to have them explained to you.

Terms and Acronyms

Support Services Brokerage—an agency that has a contract with the State to broker support services to adults with developmental disabilities that live in the community. Brokerages are overseen by DHS and CMS. They also have a contract with counties to authorize support services plans for implementation.

Brokerage

Center on Medicaid—the federal program that administers and oversees proper use of public funds designated for programs under the Title XIX waiver.

CMS

Customer—an adult with a developmental disability that lives independently in the community and is enrolled in a support services brokerage.

Customer

Department of Human Services—the state entity that oversees the implementation of programs under the Title XIX waiver. This entity also creates and revises the OARs that govern brokerages.

DHS

Independent Contractor/Independent Provider—a person that is self-employed and provides contracted services to a customer of a support services brokerage.

IC/IP

Incident Report—a form that documents an unusual incident or accident. The IR is the best way to document that a provider, case manager, or personal agent has provided the necessary supports to ensure an individual's health and safety.

IR

Oregon Administrative Rules—the state rules that govern support service brokerages. These rules are developed by the Department of Human Services and revised on an as needed basis.

OARS

Personal Agent—an employee of a support services brokerage that assists the customer to identify goals and access resources for individualized supports.

PA

Title XIX (19) Waiver—the waiver that customers select to participate in support service brokerage programs. DHS and CMS work together to identify which pieces of the waiver the state chooses to administer. All services paid for must meet the criteria for the waived services that CMS says are allowable AND that the state has chosen to administer. All purchases made by customers enrolled in a support services brokerage must be allowable by CMS and selected on the Title XIX waiver.

TXIX

**DEVELOPED IN COLLABORATION BY INCLUSION,
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Handy Websites

For information on support services and independent contractors:

Department of Human Services— www.oregon.gov/DHS/index.shtml
Bureau of Labor and Industries— www.boli.state.or.us/
IRS— www.irs.gov and www.irs.gov/businesses/small/article/0,,id=115045,00.html

Resource Websites

Disability Compass—www.disabilitycompass.org
Network of Care—www.networkofcare.org
Weed and Seeds—www.weedandseedsoregon.org
211—dial 2-1-1 or www.211info.org

Professional Development and Disability Related Websites

National Alliance for Direct Support Professionals—<http://www.nadsp.org/main/>
Disability is Natural—www.disabilityisnatural.com
A Ragged Edge—<http://www.ragged-edge-mag.com/>
National Association of Social Workers and the CODE OF ETHICS —
www.socialworkers.org/pubs/code/default.asp

Acknowledgment

I, _____ (print name), have received and understand the packet entitled “Independent Contractor Guidelines for the Metro-Area Brokerages.” By signing the following acknowledgement of receiving and reading these documents, you agree to abide by the body of rules and policy described herein.

You also waive the right to sue any brokerage over employment related issues and you affirm that no brokerage is your employer.

Independent Contractor Signature

Date

Please keep this copy for your records

IC guidelines 2.0 March 2007

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