

**Parent Child Representation Program (PCRP) Case Manager
Contract No.**

This Contract is between the State of Oregon ("State"), acting by and through the Oregon Public Defense Commission ("OPDC" or "Agency") and [legal company name [and DBA name if applicable]] as registered with the Oregon Secretary of State ("Contractor") (each a Party and collectively, the "Parties,") and sets forth the terms under which Contractor will provide Case Management Services as outlined below (the "Contract").

The parties agree as follows:

1. **TERM OF CONTRACT.** The Contract is effective from October 1, 2025, through June 30, 2027 (the "Term").
2. **SCOPE OF CONTRACT.** This Contract applies only to Case Management Services for juvenile Cases.
3. **NOTICE.** Each Party shall provide to the other all notices regarding the Contract:
 - a. In writing; and
 - b. Delivered to the other Party at the email address below or to such person and email address as the Parties provide to each other from time to time:
 - 1) OPDC: Contract.Notice@opds.state.or.us
 - 2) Contractor: **(Contract Name)**
 - 3) Email: **(Contract Administrator email)**
4. **Jurisdiction; Venue.** Any action or suit brought by the Parties relating to this Contract must be brought and conducted exclusively in the Circuit Court of Marion County for the State of Oregon in Salem, Oregon; provided, however, if a claim must be brought in a federal forum, then it must be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR HEREBY CONSENTS TO THE PERSONAL JURISDICTION OF THESE COURTS, WAIVES ANY OBJECTION TO VENUE IN THESE COURTS, AND WAIVES ANY CLAIM THAT THESE COURTS ARE INCONVENIENT FORUMS. In no way may this section or any other term of this Contract be construed as (i) a waiver by the State of Oregon of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States, or otherwise, or (ii) consent by the State of Oregon to the jurisdiction of any court.
5. **Termination for Lack of Funding.** Nothing in this Contract may be construed to permit any violation of Article XI, Section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon. OPDC may immediately terminate this Contract upon written notice if OPDC fails to receive funding, appropriations, limitations, allotments, or other expenditure authority as contemplated by OPDC's budget or spending plan and OPDC determines, in its assessment and ranking of the policy objectives explicit or implicit in its budget or spending plan, that it is necessary to terminate this Contract.
6. **Funds Available and Authorized.**
 - a. Contractor will not be compensated for Case Management Services performed under this Contract by any other agency or department of the State of Oregon. OPDC believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract within its biennial appropriation or limitation. Contractor understands and agrees that OPDC's payments under this Contract are contingent on OPDC receiving appropriations, limitations, or other expenditure authority sufficient to allow OPDC, in the exercise of its reasonable administrative discretion, to continue to make payments under this Contract.

- b. Nothing in this Contract may be construed to permit any violation of Article XI, Section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon. OPDC's payment for amounts due after the last Calendar Day of the current State of Oregon biennium is contingent upon OPDC receiving funding, appropriations, limitations, allotments or other expenditure authority from the Oregon Legislative Assembly (including its Emergency Board) sufficient to allow OPDC, in the exercise of its reasonable administrative discretion, to continue to compensate Contractor.

7. DEFINITIONS

- a. Administrative Service Hours: all non-direct Client service hours that can reasonably be attributed to work necessary to fulfill Contractor contract expectations. Examples of Administrative Service Hours include billing and invoicing time, continuing education requirements, PCRP evaluations and program development, general child welfare literature review, and Case reviews/conference calls with the Oregon Public Defense Commission Resource Counsel or its designee.
- b. Assigned Attorney: an attorney assigned to a Juvenile Case which qualifies for PCRP Case Management Services.
- c. Client: a person who a state court has determined to be eligible for and entitled to court-appointed counsel at state expense.
- d. Client Data: all data provided to, accessed by, or used by Contractor in connection with the Services provided to a Client under this Contract. Client Data may be provided by the Client, or by others during the pendency of a particular Case, including, but not limited to, discovery, or communication with prosecutors or the court. Client Data includes Confidential Client Data.
- e. Confidential Client Data: Confidential Client Data: All Client Data that the Contractor has agreed to protect as confidential information, or for which Contractor has a duty of confidence to the Client based on its obligations to the Assigned Attorney appointed to the Case.
- f. Direct Client Service Hours: Case Management Services conducted for the purpose of a specific Client including travel time to and from in-person, or attempted in-person, contacts.
- g. Juvenile Case (or "Case"): any case assigned to an Attorney under a PCRP contract.
- h. Case Management Services (or "Services"): means the services performed under this Contract as defined in the Oregon Public Defense Commission Parent Child Representation Program Case Manager Practice Principles ("Case Manager Practice Principles") under the Case Management Practice Standards link on the OPDC website, incorporated into the Contract by this reference. OPDC may modify the Case Manager Practice Principles if OPDC reasonably believes the modifications are necessary to improve Case Management Services provided under the Contract.
- i. Workload: the number of open Cases assigned to a Case Manager at a given point in time.
- j. OPDC Data or Agency Data: means all data and information that Contractor and Agency exchange in connection with the Services. Agency Data may include Client Data.
- k. Case Manager Administrator: The individual that oversees and provides Case assignments and technical support to Case Managers.
- l. Parent Child Representation Program "or PCRP": means the OPDC Parent Child Representation Program.
- m. PCRP Case Manager (or "Case Manager"): an individual providing Case Management Services for Clients under the Contract.
- n. Misappropriation of Funds: the appropriation of or use of funds received pursuant to this Contract for purposes other than those permitted by this Contract. The term shall include the disbursement of funds for which prior approval is required but is not obtained.
- o. Personal Development Hours: Personal development hours are defined as hours that promote trauma stewardship.

8. **Independent Contractor.** Contractor is, for all purposes arising out of this Contract, an independent contractor, and neither Contractor, its successors, nor their employees, members, agents, or individual Case Managers are deemed employees of the State, OPDC or the federal government. Further, Contractor's Case Managers are not officers or agents of the State as defined in ORS 30.260 and 30.265. Contractor shall complete the requirements of this Contract according to Contractor's own means and methods of work, which shall be in the exclusive charge and control of Contractor, and which shall not be subject to control or supervision by OPDC, except as specified in this Contract.
9. **OBLIGATIONS OF CONTRACTOR.** Contractor shall:
- a. Provide high-quality Services to clients in assigned juvenile Cases referred to Contractor by the Case Manager Administrator.
 - b. Provide Case Manager Services in accordance with the Case Manager Practice Principles found on OPDC website at: <https://www.oregon.gov/opdc/provider/Pages/pcrp.aspx>.
 - c. Implement physical, electronic, and managerial safeguards to prevent unauthorized access to Client Data
 - d. Comply with reasonable OPDC requests for OPDC Data or Agency Data.
 - e. Engage in OPDC meetings and Case Manager meetings to ensure sufficient support to achieve program expectations, as outlined in Case Manager Practice Principles
 - f. Provide Services and comply with the requirements of this Contract, all applicable laws, standards, practices, and policies, including, but not limited to OPDC Policies and Procedures, found on OPDC website at: <https://www.oregon.gov/opdc/provider/Pages/pcrp.aspx>
 - g. Use recyclable products to the maximum extent economically feasible in the performance of the Services described in this Contract.
 - h. Contractor shall deliver reports in the form of invoices as prescribed below.
 - 1) Contractor shall submit a monthly invoice as designated by OPDC. The invoice for the prior month is due to OPDC on the first business day of the current month.
 - 2) Invoices must contain the following information: list of Cases assigned (case number and last name), attorney of record on each Case, Case type for each Case (dependency, delinquency, termination of parental rights), number of Direct Client Service Hours worked on each Case, Administrative Service Hours, Personal Development Hours and brief summary of the Services provided.
 - i. Contractor Hour Expectations.
 - 1) Contractor is not expected to provide Services in excess of the number of hours set forth in Exhibit A.
 - 2) Any difficulties in keeping Services within contracted hours should be communicated to the Case Manager Administrator for resolution.
 - 3) Contracted monthly hours may be "carried over" to subsequent months within a calendar quarter as long as the total hours invoiced within the quarter do not exceed the total contracted monthly hours permitted for the same time period.
 - j. Invoice Hour Requirements
 - 1) Direct Client Service Hours
 - i. Case Manager's direct Client Service Hours plus Personal Development Hours permitted by Section 9(j)(3) below shall be 85% or more of the maximum monthly hours as listed in Exhibit A.
 - ii. Case Manager may request an exception to the 85% requirement from the Case Manager Administrator in writing, which the Case Manager Administrator may grant or deny in the Case Manager Administrator's discretion.

2) Administrative Service Hours

- i. Case Managers' Administrative Service Hours shall be 15% or less of the maximum monthly hours as listed in Exhibit A.
- ii. Case Manager may request an exception to the 15% or less requirement by submitting a request in writing to the Case Manager Administrator.

3) Personal Development Hours: If contracted for more than 40 hours/month, a Case Manager may utilize 2 personal development hours per month. If contracted for fewer than 40 hours/month, a Case Manager may utilize 1 personal development hour per month.

Contractor shall adhere to the Workload standards in Section 13 and the additional performance standards in Exhibits B and C.

10. PROMPT PAYMENT REQUIREMENTS. Contractor shall:

- a. Promptly pay all persons supplying to the Contractor labor or material for the performance of the Case Management Services provided for in the Contract.
- b. Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
- c. Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

11. OBLIGATIONS OF OPDC. OPDC shall:

- a. Organize regular meetings to review data and ensure sufficient support to achieve program expectations.
- b. Provide opportunities for continuing training, consultation and resource sharing.
- c. Facilitate stakeholder discussion to support the PCRP and systemic improvement efforts.

12. MUTUAL OBLIGATIONS. Contractor and OPDC shall:

- a. Work together in good faith to successfully implement and maintain the PCRP.
- b. Work toward accomplishing shared goals, namely:
 - 1) Provide competent, effective, and quality Case Management Services throughout the life of the Case.
 - 2) Reduce the number of Cases in which the time to establish jurisdiction is greater than 60 days in the county or counties in which Contractor provides Services.
 - 3) Reduce the number of youth and children in out-of-home placements in the county or counties in which Contractor provides Services.
 - 4) Reduce the time to achieve permanency in the county or counties in which Contractor provides Services.
 - 5) Increase the number of youth and children who are reunified with their parent(s) in the county or counties in which Contractor provides Services.

13. WORKLOAD

- a. Contractor should generally limit each Case Manager's representation to no more than 28 open Cases per 1.0 full-time equivalent (FTE) per month, or the proportional equivalent for Case Managers that provide Services for less than 1.0 FTE. OPDC recognizes that the Workload may fluctuate as Cases are received, assigned, and closed. Insignificant, short-term, and temporary variances from the Workload are permitted.
- b. Cases only count toward the Case Manager's Workload if the Case Manager provides three or more hours of Case Management Services to a Client within a month. Providing Case Management Services to one child, youth, or parent is considered one Case without regard to additional, concurrent or subsequent petitions.

- c. If a Case Manager's Workload falls below or above 15% of the number of prorated cases assigned based on the FTE identified in Exhibit A for six consecutive months, the Parties shall reassess Workload and the related payments due Contractor as appropriate as specified in Section 19. A 1.0 FTE is expected to have 28 open cases per month as described in Section 13 (a) Workload.

14. MAXIMUM POTENTIAL CONTRACT VALUE AND PAYMENT SCHEDULE

- a. For Direct Client Service Hours, Administrative Service Hours, and Personal Development Hours accrued by Case Managers pursuant to this Contract, OPDC shall pay Contractor, subject to Contractor's invoice, up to the Total of Monthly Payments set forth in Exhibit A during the Term. In addition, Agency shall make a Supplemental One-Time Payment Amount to Contractor as specified in Exhibit A.
- b. Upon receipt of a properly submitted invoice, OPDC shall pay Contractor on an hourly basis for each month's Direct Client Service Hours, Administrative Service Hours, and Personal Development Hours accrued by Case Managers during the month up to the amount indicated for the month in the Exhibit A Payment Schedule, subject to any adjustment permitted under Section 9(i)(3). Payment shall be made by direct deposit into the account designated by Contractor.

15. COMPENSATION AND METHOD OF PAYMENT

Payments made to Contractor are subject to ORS 293.462 and will be made in accordance with Exhibit A. Contractor shall submit Caseload reports in the form of invoices as prescribed in Section 9(h).

Compensation may be amended during the Term of this Contract by mutual assent of the Parties. OPDC will pay Contractor only for Administrative Service Hours, Direct Client Service Hours, or Personal Development Hours, subject to the limitations set forth in Section 9(j).

Contractor shall not (a) accept funds from anyone other than OPDC for work performed under the scope of this Contract for a Client, except for grants or funds for work study, job experience, internships, or other such grants or funds, or (b) solicit or accept payment from a Client for Services on a matter within the scope of Services of this Contract.

If Contractor fails to substantially comply with any terms and conditions of this Contract, OPDC reserves the right to withhold any payment until corrective action described in Section 18 has been taken or completed. This option is in addition to and not in lieu of OPDC's right to terminate this Contract as provided in Section 20 of this Contract.

At the time this Contract is executed, sufficient funds either are available within the OPDC's current appropriation, limitation and expenditure authority or the funds are expected to become available to finance the costs of this Contract. However, payments under this Contract are subject to the availability and appropriation or allotment of funds or other expenditure authority from the Oregon Legislative Assembly (including its Emergency Board), sufficient to allow OPDC, in the exercise of its reasonable administrative discretion, to compensate Contractor. If the Oregon Legislative Assembly fails to approve sufficient appropriations, limitations, or expenditure authority to OPDC, OPDC may modify, suspend, or terminate this Contract. OPDC shall seek to apportion expenditure reductions equally and fairly among all public defense contract agencies. OPDC shall seek first to modify this Contract through negotiation with Contractor. In negotiating any modification, the Parties will consider the funds available, the legal requirements to provide representation that satisfies state and federal constitutional rights to effectively support the adequate assistance of counsel, and the obligation of counsel to meet prevailing performance standards and rules of professional conduct. OPDC may unilaterally suspend or terminate this Contract if the Parties cannot agree to modification.

16. EVALUATION OF CONTRACTOR

OPDC may review information to monitor Contractor activity, including Case Manager Workload, to ensure that Contractor is adhering to the terms and meeting the performance requirements of this Contract.

At the request of either Party, and at least twice per year, OPDC or the Case Manager Administrator and Contractor shall meet to discuss Case assignment trends, review cases and Workloads, and any other matters needed to determine Contract compliance or any necessary Contract modifications.

17. REQUIRED NOTIFICATIONS

Contractor shall immediately notify OPDC in writing if one of the following events occurs:

- a. Criminal Charges or Conviction. When it becomes aware that a Case Manager under this Contract has been charged with or convicted of a crime.
- b. Events Impacting Contractor's Ability to Perform Contract. When it becomes aware of an event that impacts its ability to perform Services under this Contract including, but not limited to fire, flood, burglary, or other damage to offices, buildings, or equipment used by Contractor to provide Services.
- c. Embezzlement or Misappropriation of Funds. When it becomes aware of embezzlement or Misappropriation of Funds as defined in Section 7.
- d. Professional License. If Case Manager possesses a professional license related to their role as a Case Manager and Contractor becomes aware of a complaint lodged with the professional organization that resulted in discipline, reprimand, or license suspension of the Case Manager.

18. CORRECTIVE ACTION

The provisions of Section 20 notwithstanding, if OPDC reasonably believes that a material breach of this Contract has occurred, warranting corrective action, the following sequential procedure shall apply:

- a. OPDC will notify Contractor in writing of the nature of the breach.
- b. Contractor shall respond in writing within five (5) Business Days of its receipt of such notification, which response shall present facts to show no breach exists or indicate the steps being taken to correct the specified deficiencies, and the proposed completion date for bringing Contractor into compliance.
- c. OPDC will notify Contractor in writing of OPDC's determination as to the sufficiency of Contractor's facts or corrective action plan. The determination of the sufficiency of Contractor's corrective action plan will be at OPDC's discretion and will take into consideration the reasonableness of the proposed corrective action in light of the alleged breach, as well as the magnitude of the deficiency in the context of this Contract as a whole. If Contractor does not concur with the determination, Contractor may request a review of the decision by OPDC's Executive Director. Contractor shall work with OPDC to implement an appropriate corrective action plan.

If Contractor does not respond to OPDC's notification within the appropriate time, or Contractor's corrective action plan for a substantial breach is determined by OPDC to be insufficient, OPDC may commence termination of this Contract in whole or in part pursuant to Section 20 (Contract Termination and Suspension).

In addition, OPDC reserves the right to withhold a portion of subsequent payments owed Contractor that is directly related to the breach of this Contract until OPDC is satisfied the corrective action has been taken or completed.

19. CONTRACT MODIFICATION AND ADJUSTMENTS

During the Term, if there are six consecutive months where Contractor's monthly Workload falls below or above 15% of the number of prorated cases assigned based on the FTE identified in Exhibit A, OPDC shall notify Contractor and schedule a meeting to discuss the circumstances surrounding the increase or decrease. Prior to adjusting a Contractor's FTE, or payments due under this Contract, OPDC will consider whether Contractor's declination of assignments was caused by any of the events cited in Section 17 (Required Notifications). OPDC may adjust Contractor's FTE in this Contract to meet the changing needs of the jurisdiction.

20. CONTRACT TERMINATION AND SUSPENSION

- a. OPDC may terminate this Contract in whole or in part upon ten (10) Business Days' written notice to Contractor if:
 - 1) Contractor materially breaches any duty, or obligation, or fails to adequately provide Services required pursuant to this Contract and for which the Corrective Action process prescribed in Section 18 is not reasonable or practicable;
 - 2) Contractor engages in Misappropriation of Funds; or
 - 3) The duties, obligations, or Services herein become illegal, or not feasible.
- b. Before OPDC terminates this Contract pursuant to Section 20, in lieu of the Corrective Action process provided in Section 18, OPDC shall provide Contractor written notice of termination, which shall include the reasons for termination and the effective date of termination, Contractor shall have the opportunity to submit a written response to OPDC within five (5) Business Days from the date of OPDC's notice. If Contractor elects to submit a written response, OPDC will review the response and make a determination within five (5) Business Days after receipt of Contractor's response. OPDC may either terminate the Contract or notify Contractor that the issue has been resolved.
- c. OPDC may immediately terminate this Contract upon written notice if OPDC fails to receive funding, appropriations, limitations, allotments, or other expenditure authority as contemplated by OPDC's budget or spending plan and OPDC determines, in its assessment and ranking of the policy objectives explicit or implicit in its budget or spending plan, that it is necessary to terminate this Contract.
- d. Contractor may terminate this Contract with cause with 30 Business Days' written notice should OPDC materially breach any duty, obligation, or service pursuant to this Contract. Contractor may terminate this Contract without cause with 30 Business Days' written notice if Contractor is a sole proprietor.

21. Contractor's Compliance with Tax Laws.

Contractor shall, throughout the Term of this Contract, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this subsection constitutes a material breach of this Contract. Further, any violation of Contractor's warranty in Section 28.F of this Contract, also constitutes a material breach of this Contract. Any violation entitles OPDC to pursue any or all of the remedies available under this Contract, at law or in equity, including but not limited to:

- a. Termination of this Contract, in whole or in part;
- b. Exercise of the right of setoff, or garnishment, if applicable, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to State's setoff right, without penalty; and

- c. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. OPDC shall be entitled to recover all damages suffered as the result of Contractor's breach of this Contract.
- d. These remedies are cumulative to the extent the remedies are not inconsistent, and OPDC may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

22. CONTRACTOR INSURANCE

Without limiting Contractor's indemnification, it is agreed that Contractor shall maintain in force, at all times during the performance of this Contract, a policy or policies of insurance covering its operation as described below. Contractor shall provide a certificate of insurance or, upon written request of OPDC, a duplicate of the policy as evidence of insurance protection.

- a. General Liability Insurance ☒ Required ☐ Not Required
At its expense, in whole or in part from Contract funds, Contractor, and each independent member of Contractor, shall procure and keep in effect during this Contract Term comprehensive general liability insurance that includes coverage for personal and advertising injury liability, products and completed operations, and contractual liability coverage for the indemnity provided under this Contract, with an extended coverage endorsement from an insurance company authorized to do business in the State of Oregon. The limits shall not be less than five hundred thousand dollars (\$500,000) per occurrence for personal injury and property damage.
- b. Professional Liability Insurance ☒ Required ☐ Not Required
Contractor shall maintain, or ensure that its Case Managers maintain, professional liability insurance that covers any and all damages caused by an error, omission or any negligent acts related to the Services provided to Clients under this Contract that meets the minimum required as established by the OPDC Case Manager Practice Principles.
- c. Workers' Compensation ☒ As Required by Law
Contractor shall maintain Workers' Compensation coverage as required by the State of Oregon.
- d. Automobile Liability ☒ Required ☐ Not Required
For all vehicles used in connection with the Services performed under this Contract, Contractor shall maintain automobile liability insurance with limits of not less than those required by the Oregon Financial Responsibility Law.
- e. Network Security and Privacy Liability ☒ Recommended ☐ Required
Contractor shall maintain network security and privacy liability insurance for the duration of this Contract and for the period of time during which this Contractor maintains, possesses, stores or has access to Agency and Client Data, whichever is longer, with a combined single limit of no less than \$100,000 for Case Managers supporting 10 or fewer attorneys, or \$250,000 for Case Managers supporting 11 or more attorneys, per claim or incident; it must include coverage for third-party claims and for losses, thefts, unauthorized disclosures, access or use of Agency Data or Client Data (which may include, but is not limited to, PII, Payment Card Data and Protected Health Information ("PHI")) as those terms are defined in the Oregon Consumer Privacy Act and the Health Insurance Portability and Accountability Act of 1996, in any format, including coverage for accidental loss, theft, unauthorized disclosure access or use of the data.

Contractor's network security and privacy liability insurance must provide coverage for the unauthorized disclosure of Client Data, particularly Confidential Client Data.

23. **Pay Equity.** As required by ORS 279B.235, Contractor shall comply with ORS 652.220 and not unlawfully discriminate against any of its employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, gender identity, national origin, marital status, veteran status, disability, or age. Contractor's compliance with this section is a material term of this Contract, and Contractor's failure to comply constitutes a breach entitling OPDC to terminate this Contract or any Contract for cause. Further, Contractor may not prohibit any of its employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person. Contractor shall not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.
24. **Anti-Discrimination.** If the payments under this Contract exceed or are anticipated to exceed \$150,000, and the Contract is not the result of a procurement under ORS 279B.070, 279B.080, or 279B.085, then Contractor certifies that Contractor has a written policy and practice that meets the requirements described in ORS 279A.112 for preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class. Contractor agrees, as a material term of this Contract, to maintain such policy and practice in force during the entire Contract Term. Contractor's failure to maintain such policy and practice constitutes a breach entitling Agency to terminate this Contract for cause.
25. **Oregon False Claims Act.** Contractor acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any action by Contractor pertaining to this Contract that constitutes a "claim" (as defined by ORS 180.750(1)). By its execution of this Amendment, Contractor certifies the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or causes to be made that pertains to this Contract. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false claim or performs a prohibited act under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against Contractor. Contractor understands and agrees that any remedy that may be available under the Oregon False Claims Act is in addition to any other remedy available to the State or OPDC under this Contract, any other Contract between OPDC and Contractor, or any other provision of law.
26. **HOLD HARMLESS AND INDEMNIFICATION.**
- Contractor shall protect, indemnify, defend, and hold harmless the State of Oregon, OPDC and their officers, employees and agents from all liability, obligations, damages, losses, claims, suits, or actions of whatever nature that are related to, result from, or arise out of Contractor's employees' or agents' actions, decisions, work, advice, activities, or failures to act under this Contract. Notwithstanding the above, Contractor has no duty to indemnify, defend, or hold harmless OPDC for OPDC's actions, decisions, work, activities, or failures to act related to this Contract.
- Related to Contractor's requirement to defend OPDC and the state of Oregon, the Oregon Attorney General must give written authorization to any legal counsel purporting to act in the name of, or represent the interest of, the State or its officers, employees and agents prior to such action or representation. The State, acting by and through its Department of Justice, may assume its own defense, including that of its officers, employees and agents, at any time.
- Contractor's obligation to pay for all costs and expenses include those incurred by the State in assuming its own defense and that of its officers, employees, or agents.

27. Disclosure of Social Security Number. Contractor shall provide Contractor's Social Security number unless Contractor provides a federal tax identification number. This number is requested pursuant to ORS 305.385, OAR 125-246-0330(2)(d), and OAR 150-305.100. Social Security numbers provided pursuant to this authority will be used for the administration of state, federal, and local tax laws.

28. Representations and Warranties: Contractor represents and warrants to OPDC that:

- a. Contractor is not an "officer," "employee," or "agent" of OPDC, as those terms are used in ORS 30.265;
- b. Contractor is not in arrears in the payment of any monies due and owing the State of Oregon, or any department or agency thereof, including but not limited to the payment of taxes and employee benefits, and will not become so during the Term of the Contract;
- c. Contractor has no undisclosed liquidated and delinquent debt owed to the State or any agency, board, commission, department or division of the State;
- d. Contractor is not in violation of, charged with nor, to the best of Contractor's knowledge, under any investigation with respect to violation of, any provision of any federal, state or local law, ordinance or regulation or any other requirement or order of any governmental or regulatory body or court or arbitrator applicable to provision of the Services, and Contractor's provision of the Services shall not violate any such law, ordinance, regulation or order;
- e. To the best of Contractor's knowledge, Contractor's performance under this Contract creates no potential or actual conflict of interest, as defined by ORS 244, for either Contractor or any Contractor personnel that will perform the Services under this Contract;
- f. Contractor (to the best of Contractor's knowledge), for a period of no fewer than six calendar years preceding the effective date, faithfully has complied with:
 - 1) All tax laws of this State, including but not limited to ORS 305.380(4), ORS 305.620 and ORS chapters 316, 317, and 318;
 - 2) Any tax provisions imposed by a political subdivision of this State that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any legal services performed by Contractor;
 - 3) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
 - 4) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

29. Order of Precedence

This Contract incorporates the following documents that are listed in descending order of precedence:
The terms and conditions of this Contract, less its exhibits;
Exhibit B (WORKLOAD STANDARDS FOR INDEPENDENT CASE MANAGER); and
Exhibit C (ADDITIONAL PERFORMANCE REQUIREMENTS FOR CASE MANAGERS); and
Exhibit A (Payment Schedule).

30. MERGER CLAUSE

THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THERE ARE NO OTHER ORAL OR WRITTEN UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS REGARDING THIS CONTRACT. NO WAIVER, CONSENT, MODIFICATION, OR CHANGE OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. IF MADE, SUCH WAIVER, CONSENT, MODIFICATION, OR CHANGE SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN.

31. CERTIFICATION OF COMPLIANCE WITH TAX LAWS.

The individual signing this Contract on behalf of Contractor certifies, under penalty of perjury, that to best of the individual’s knowledge, Contractor is not in violation of any tax laws described in ORS 305.380(4).

OPDC and Contractor, by their signatures below, acknowledge that they have read this Contract, understand it, and agree to be bound by its terms and conditions.

CONTRACTOR:

Signature: _____
Authorized Representative or Designee Date

Print Name, Title: _____

Federal Tax ID: _____ Oregon Tax ID: _____

State of Oregon, acting by and through its Public Defense Commission:

Ken Sanchagrin, Interim Executive Director Date
State of Oregon, acting by and through its Public Defense Commission

Legal Sufficiency Approval:

Exempt from review under ORS 291.047 by Letter of Exemption Dated September 29, 2025

Exhibit A Payment Schedule

TOTAL FTE:			County:	
Month	Year	Hourly Rate	Maximum Hours per Month	Monthly Payment
October	2025	\$XX.XX	XXX	Up to \$XXXX Subject to invoice
November	2025	\$XX.XX	XXX	Up to \$XXXX Subject to invoice
December	2025	\$XX.XX	XXX	Up to \$XXXX Subject to invoice
January	2026	\$XX.XX	XXX	Up to \$XXXX Subject to invoice
February	2026	\$XX.XX	XXX	Up to \$XXXX Subject to invoice
March	2026	\$XX.XX	XXX	Up to \$XXXX Subject to invoice
April	2026	\$XX.XX	XXX	Up to \$XXXX Subject to invoice
May	2026	\$XX.XX	XXX	Up to \$XXXX Subject to invoice
June	2026	\$XX.XX	XXX	Up to \$XXXX Subject to invoice
July	2026	\$XX.XX	XXX	Up to \$XXXX Subject to invoice
August	2026	\$XX.XX	XXX	Up to \$XXXX Subject to invoice
September	2026	\$XX.XX	XXX	Up to \$XXXX Subject to invoice
October	2026	\$XX.XX	XXX	Up to \$XXXX Subject to invoice
November	2026	\$XX.XX	XXX	Up to \$XXXX Subject to invoice
December	2026	\$XX.XX	XXX	Up to \$XXXX Subject to invoice
January	2027	\$XX.XX	XXX	Up to \$XXXX Subject to invoice
February	2027	\$XX.XX	XXX	Up to \$XXXX Subject to invoice
March	2027	\$XX.XX	XXX	Up to \$XXXX Subject to invoice
April	2027	\$XX.XX	XXX	Up to \$XXXX Subject to invoice
May	2027	\$XX.XX	XXX	Up to \$XXXX Subject to invoice
June	2027	\$XX.XX	XXX	Up to \$XXXX Subject to invoice
TOTAL of Monthly Payments:				Up to \$XXXX Subject to invoice
Supplemental One-Time Payment Amount:			\$XXXX	

EXHIBIT B –WORKLOAD STANDARDS FOR INDEPENDENT CASE MANAGER

Contractor agrees to provide Services in accordance with the following Workload standards:

A. Overview

Contractor shall accept assignment to eligible Cases and provide Services in accordance with this Contract unless doing so would violate the Workload limits described in Exhibit A (Payment Schedule) and Section 13 (c) (Workload) of the Contract.

B. Case Assignment

1. Independent Case Managers shall only accept assignment from OPDC or the Case Manager Administrator.

C. General Case Counting Standards

1. Being assigned to a single Client, regardless of the number of Cases Client may have counts as one Case for purposes of Workload.
2. Contractor may request a particular Case be counted as more than one case if it requires extraordinary work. Contractor may make such request by contacting the Case Manager Administrator in writing. Case Manager Administrators will respond in writing to requests for additional case weights.

D. Case Closure

1. Cases must be closed if any of the following circumstances are met:
 - i. If requested by the Assigned Attorney;
 - ii. If a Client requests Case Manager to close their Case, Case Manager will discuss with the Assigned Attorney to determine if it should be closed. If the Assigned Attorney agrees, the Case should be closed.
 - iii. Case Manager determines that their Services are no longer necessary, and the Assigned Attorney concurs.
 - iv. If no contact has been made between Case Manager and Client during the last full calendar month. Diligent contact attempts should be made by Case Manager before a Case is closed for lack of client contact.
 - v. For juvenile dependency, permanent guardianship, and termination-of-parental-rights cases, Case Manager shall close the Case and discontinue reporting it thirty (30) days after the court enters any of the following types of orders or judgments:
 1. An order or judgment dismissing the petition;
 2. An order or judgment dismissing the Case and/or terminating the wardship over the child;
 3. An order or judgment establishing a guardianship over the child, unless the Assigned Attorney is actively working on the Case;

4. An order or judgment disestablishing the parentage of the Case Manager's Client;
 5. An order or judgment terminating the parental rights of the Case Manager's Client;
 6. An order or judgment granting an adoption of the Case Manager's Client; and
 7. An order terminating or vacating the Assigned Attorney's appointment
- vi. For juvenile delinquency cases, Case Manager shall close the Case and discontinue reporting it thirty (30) days after the court enters any of the following types of orders or judgments:
1. An order or judgment dismissing the petition;
 2. An order or judgment dismissing the Case and terminating the wardship over the youth;
 3. An order terminating or vacating the Assigned Attorney's appointment; or
 4. A bench warrant for a youth's failure to appear has been active for 180 days.
2. Contractor shall notify the Client in writing that Contractor is closing the Case and no longer providing Case Manager Services. If Client is unreachable or has no known means of written communication, Contractor must attempt to notify Client orally.
 3. Contractor shall notify the Assigned Attorney that the Case has been closed and shall provide the Assigned Attorney with a brief synopsis of Case involvement. This can be oral or written at the Assigned Attorney's discretion.

E. Contractor Shut off and Workload Obligations

1. A Contractor submits a shutoff notice in writing to OPDC or the Case Manager Administrators, only when Case Manager is unable to take new clients due to one or more of the events listed below:
 - i. Medical issue
 - ii. Bereavement
 - iii. Client death
 - iv. Vacation/Planned Absence/Sabbatical
 - v. Natural Disaster
 - vi. Victim of crime (embezzlement, burglary, etc.)
 - vii. Disciplinary actions and/or Criminal Charges
2. If an Independent Case Manager shuts off for any of the reasons above and their Workload varies by over 15% of the number of prorated cases assigned based on Contractor's FTE the Case Manager Administrators, in consultation with OPDC, may adjust the Contractor's maximum hours per month as prescribed in Exhibit A for the months the Contractor is shut off.

EXHIBIT C –ADDITIONAL PERFORMANCE REQUIREMENTS FOR CASE MANAGERS

Contractor shall provide Services in accordance with the following:

A. Conflicts of Interest

1. Previous Professional Relationships
 - i. Contractor may not provide Services to a parent, youth or child they were previously assigned to work with during their employment with the Oregon Department of Human Services, or any other agency that provided services to such parent, youth or child Client.
 - ii. Contractor must not disclose any Confidential Client Data to any person or entity not authorized to receive it if the Confidential Client Data was obtained during Contractor's previous position with the Oregon Department of Human Services, or any other agency that provided services to such parent, youth or child Client.
2. Contractor shall not accept a referral to provide Services to a Client when the Contractor has previously provided Services to a different Client on that Case.
3. Contractor must screen for any conflicts of interest upon assignment to a Case and as needed throughout the life of a Case. If a potential conflict is discovered, the Case must be discussed with the Assigned Attorney to determine if the Case Manager can remain assigned to the Case. If the Case Manager cannot consult with the Assigned Attorney regarding the conflict, they must consult with the Case Manager Administrators who may refer the issue to OPDC Resource Counsel.
4. Any conflict that occurs as described in this section may be waived by a Client after consulting with the Assigned Attorney. Any waiver must be in writing.

B. Other Professional Activity – Potential Contract Conflicts

Case Manager shall fully disclose in writing, to the Case Manager Administrators, any and all professional employment/contracts unrelated to their OPDC Contract. If the unrelated employment/contract is expected to start during the Term, the written disclosure shall occur before the new and unrelated employment/ contract begins.

1. The written disclosure shall include the name of the employment or contract agency, the nature of the role, typical weekly work schedule and, the total work hours expected during a week and month. If the professional activity is considered social services, Contractor shall clearly identify what action(s) they will take to avoid a conflict of interest with the OPDC Contract.
2. OPDC maintains sole discretion in determining if a contract conflict exists and, if so determined, what course of action shall occur to resolve the concern. Within two weeks of submission of written disclosure, OPDC will notify the Contractor in writing of the conflict finding and any required actions.

C. Client Records

1. Contractor must maintain Client records and Client Data) throughout their work with each Client. At the close of the Case or at the Assigned Attorney's request, the Contractor shall provide all Client Data and records to the Assigned Attorney. The Contractor shall maintain records, including Client Data, in accordance with OPDC Case Manager Practice Principles.
2. Client Data and records are considered attorney work product and must be clearly labelled as such.
3. Any and all Client Data and records produced or obtained by Contractor are subject to disclosure to Clients. However, before disclosing Client Data, the Contractor shall consult with the Assigned Attorney. The Assigned Attorney will make the final decision regarding disclosure of Client Data to Clients. When Contractor discloses Client Data, Contractor must also provide a copy of the Client Data to the Assigned Attorney.
4. Contractor must secure and maintain all Client Data and/or information regarding assigned Clients in secure locations.

D. Communication with Persons Represented by Counsel

1. A Contractor shall not communicate with another party who is represented by an attorney regarding the subject of the representation without the written permission of the represented party's attorney.

E. Professional Relationships with Clients

1. Contractor provides direct Services to Clients as an agent of the Client's Assigned Attorney, at the direction of the Assigned Attorney. As an agent of the Assigned Attorney, Contractor is bound by the same ethical standards as the Assigned Attorney, including the duty of confidentiality to the Client.
2. Services to Clients may include the following:
 - i. Provide support to parents, youth and children in delinquency, dependency and termination of parental rights proceedings.
 1. Interview parents, youth and families to determine Case and Client Service needs;
 2. Communicate with, engage with, and motivate parents, youth and children to participate in their Case plan provided by the Oregon Department of Human Services (DHS);
 3. Compile a list of services and resources available to parent and child Clients;
 4. Assist Clients in locating and obtaining appropriate services that address their needs and the allegations or findings in their Case;
 5. When appropriate, develop a plan as an alternative or supplement to the plan developed by Oregon DHS or the County Juvenile Department, including need, activities, and timeframes for completion when necessary;
 6. Review available relevant Case files/discovery;

7. Communicate with other service providers regarding Client progress;
 8. Assist with preparing alternative reunification and visitation plans;
 9. Attend court hearings, when necessary, as support for Clients, as determined by Assigned Attorney;
 10. Consult with Assigned Attorney regarding individualized recommendations for Services based upon Client need and circumstances;
 11. Understand, represent, and advocate for the Client's position, in consultation with the Assigned Attorney, at meetings when the Assigned Attorney is unavailable; and
 12. Provide on-going in-person visits to assess progress as requested by Assigned Attorney.
- ii. Contractor is not acting in a therapist role.
3. Client Contact
 - i. When referrals are accepted by Contractor, the Contractor shall attempt to make initial contacts with Clients as soon as possible, but no later than five business days after the referral. The Assigned Attorneys reserve the right to revise the contact timeframes on specific Cases.
 - ii. At initial contact with Clients, Contractor must provide their Clients with direct Contractor contact information and normal business hour availability.
 4. Contractor must meet and communicate regularly with Clients.
 5. Informed Consent
 - i. Contractor shall, orally and/or in writing, inform Clients in clear and understandable language, about pertinent informed consent information including, but not limited to:
 1. Role as an agent of the referring Assigned Attorney, including attorney/client privilege;
 2. Purpose of Case Management Services;
 3. Timeframes covered by the consent;
 4. Services limited to amount of professional available time;
 5. Client's right to ask questions;
 6. Client's right to refuse or withdraw consent;
 7. Client's complaint/grievance procedures; and
 8. Services are provided at no cost to Clients.

F. Professional Relationship with Parent Child Representation Program Attorneys

1. Contractor as Agent of the PCRP Assigned Attorney.
 - i. Contractor performs work as an independent contractor. Case Manager is an agent of and, under the direction and general supervision of the Assigned Attorney.
 - ii. Contractor is professionally responsible to the Assigned Attorney. For purposes of interpretation of the Rules of Professional Conduct for attorneys in the State of

Oregon, Parent Child Representation Program Case Managers are considered “non-lawyer assistants.”

2. Duties and Roles as Agent of the PCRP Assigned Attorney.
 - i. Contractor shall regularly communicate with Assigned Attorney.
 - ii. Contractor shall provide written “Monthly Service Updates” to the Assigned Attorney on each Case. The “Monthly Service Updates” must include at a minimum:
 1. Dates of face to face and/or other contact(s) with Clients;
 2. Approximate number of direct service hours provided to the Client;
 3. A brief description of Clients’ progress;
 4. Any assessed barriers to Clients’ progress; and
 5. All other Client relevant information.