

October 1, 2025, to June 30, 2027
Parent Child Representation Program (PCRP) Case Manager Contract ("Contract")
Between the Oregon Public Defense Commission ("OPDC") and
(Contractor Name) ("Contractor")

The State of Oregon ("State"), acting by and through the Oregon Public Defense Commission, ("OPDC" or "Agency") and [legal company name] as registered with the Oregon Secretary of State (and DBA name if applicable)], ("Contractor") (each a Party and collectively, the "Parties,") agree to the provision of case management services as outlined below for the period October 1, 2025, to June 30, 2027 in [county/counties] (the "Contract").

- 1. TERM OF CONTRACT.** The Contract term shall be from October 1, 2025 , through June 30, 2027.
- 2. SCOPE OF CONTRACT.** The Contract applies only to 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:
 - i. OPDC: Contract.Notice@opds.state.or.us
 - ii. Contractor: **(Contract Name)**
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'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. 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.** Contractor will not be compensated for legal 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.

7. GENERAL TERMS

- a. **CLIENT:** A "client" is a person whom a state court has determined to be eligible for and entitled to court-appointed counsel at state expense.
- b. **JUVENILE CASE ("case"):** "Juvenile case" means any case initiated under ORS chapter 419B or ORS chapter 419C or as required in a contested adoption proceeding consistent with *Zockert v. Fanning*, 310 Or 514, 524 (1990).
- c. **PRE-APPOINTMENT JUVENILE REPRESENTATION ("pre-appointment representation"):** "Pre-appointment representation" (also referred to as "prepetition representation") means representation of a parent, legal guardian, or child during a child welfare investigation by the Oregon Department of Human Services and representation of a youth during a law enforcement investigation, before a court has appointed counsel for that person and typically before a proceeding under ORS chapter 419B or ORS chapter 419C has been initiated.
- d. **CASE MANAGEMENT SERVICES:** Case management services are defined in the Oregon Public Defense Commission Parent Child Representation Program Case Manager Practice Principles ("Case Manager Practice Principles").
- e. **OREGON PUBLIC DEFENSE COMMISSION (OPDC):** The office established by the OPDC under the director to handle the cases assigned and to carry out the administrative policies and procedures for the public defense system. It includes the respective agents, employees, members, officers, representatives, and successors of OPDC.

- f. **CONTRACTOR:** Includes Contractor's agents, employees, members, officers, representatives, and successors.

8. Independent Contractor. Contractor is, for all purposes arising out of this Contract, an independent contractor, and neither Contractor nor its employees, members, agents, individual attorneys, or successors are deemed employees of the State, OPDC or the federal government. Further, Contractor's attorneys 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. Contractor shall certify its status in accordance with Exhibit B.

9. OBLIGATIONS OF CONTRACTOR. Contractor shall:

- a. Provide high-quality Case Management Services to clients in juvenile cases where Contractor is also the assigned attorney at XXX full-time equivalent (FTE).
- b. Follow the Case Manager Practice Principles and Attorney-Case Manager Practice Routines to Enhance Interdisciplinary Representation ("Interdisciplinary Practice Routines") which are distributed to all case managers and are hereby incorporated by reference. OPDC may modify the Practice Principles if OPDC reasonably believes the modifications are necessary to improve case management services provided under the Contract.
- c. Provide high quality parent/child interdisciplinary representation including, but not limited to:
 - i. Utilizing Contractor's case managers to provide interdisciplinary representation to clients in juvenile cases; and
 - iii. Utilizing independent case managers, as needed and appropriate, to provide comprehensive representation to clients beyond Contractor's capacity.
- d. Use a case management system or other data collection method that will provide data reports demonstrating time spent on client communication, case preparation, court appearances, case-related meetings and case-related outcomes. As specified in the Case Manager Practice Principles, it is generally recommended that case managers spend 85% of their time performing Direct Client Services.
- e. Comply with reasonable requests for data from OPDC.
- f. Engage in OPDC meetings and case manager meetings to ensure sufficient support to achieve program expectations.

- g. Participate in OPDC case manager orientation and other reasonable requests for continuing education, site visits and oversight.
- h. Ensure Contractor's case managers possess the required qualifications and access to organizational support to fulfill professional responsibilities outlined in the Case Manager Practice Principles and Interdisciplinary Practice Routines.
- i. Notify OPDC of any change in Contractor's organization that might affect the number of individuals providing services under the Contract prior to such change.
- j. Use recyclable products to the maximum extent economically feasible in the performance of the legal services described in this Contract.

10. Prompt Payment Requirements. Contractor Shall:

- a. Make payment promptly, as due, to all persons supplying to the Contractor labor or material for the performance of the legal 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. Provide independent case managers to work with Contractor's attorneys on juvenile cases where appropriate and Contractor's case managers are at capacity.
- b. Organize regular meetings to review data and ensure sufficient support to achieve program expectations.
- c. Provide opportunities for continuing training, consultation and resource sharing.
- d. Facilitate stakeholder discussion to support the PCRP and systemic improvement efforts.

12. MUTUAL OBLIGATIONS

- a. Parties agree to work together, in good faith, to successfully implement and

maintain the PCRCP.

- b. Parties agree to work toward accomplishing shared goals, namely:
 - i. Providing competent, effective, and quality legal representation throughout the life of the case.
 - ii. Reducing the number of cases in which the time to establish jurisdiction is greater than 60 days in the county.
 - iii. Reducing the number of youth and children in out-of-home placements in the county.
 - iv. Reducing the time to achieve permanency in the county.
 - v. Providing attorney representation of parents, youth and children at all shelter and detention hearings in the county.
 - vi. Increasing the number of youth and children who are reunified with their parent(s) in the county.

13. WORKLOAD

- a. A case manager should generally limit representation to no more than 28 open cases per 1.0 full-time equivalent (FTE) or the contracted proportion thereof. OPDC recognizes that the target goal of 28 open cases may fluctuate as cases are received, assigned, and closed. An insignificant, short-term, temporary variance from the target goal of 28 cases is permitted.
- b. For the purposes of calculating a case manager workload, a “case” is a referral assignment where case managers provide a total of three or more hours of direct client service within a month. Providing case management services to one child, youth, or parent is one case irrespective of additional, concurrent or subsequent petitions.
- c. Where a case manager is assigned to multiple children/youth in a case, Contractor may seek pre-approval from OPDC for a caseload adjustment of 0.5 for each subsequent child.
- d. If a case manager’s caseload consistently falls below or above 15% of estimated caseload for six consecutive months, parties shall reassess workload and contract value as appropriate. Contractor's total estimated case manager caseload is listed in the Caseload Matrix.

14. TOTAL WORKLOAD VALUE AND PAYMENT SCHEDULE

- a. For Case Management services provided pursuant to this Contract, OPDC shall pay Contractor a total of up to \$X,XXX during the term of this Contract.
- b. OPDC shall pay the total workload value in monthly installments as shown in Exhibit A, Payment Schedule (. Payments shall be made by direct deposit into the account designated by Contractor.

15. Contractor's Compliance with Tax Laws.

- a. Contractor must, 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.
- b. Any violation of this subsection constitutes a material breach of this Contract. Further, any violation of Contractor's warranty in section 21 of this Contract, that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state, also constitutes a material breach of this Contract. Any violation shall entitle OPDC to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:
 - i. Termination of this Contract, in whole or in part;
 - ii. 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
 - iii. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. OPDC shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract.
 - iv. 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.
- c. Contactor shall certify compliance with Tax Law in accordance with Exhibit B.

16. 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

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

Contractor shall maintain, or ensure that its FTE Attorneys maintain, professional liability insurance that covers any and all acts which occur during the course of their work for Contractor that meets the minimum required as established by the Oregon State Bar.

C. Workers' Compensation

Contractor shall maintain Workers' Compensation coverage as required by the State of Oregon.

D. Automobile Liability

For all vehicles used in connection with the Services performed under this Contract, this Contractor (or its FTE Attorneys) must maintain automobile liability insurance with limits of not less than those required by the Oregon Financial Responsibility Law.

E. Network Security and Privacy Liability

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 State Data, whichever is longer, with a combined single limit of no less than \$100,000 for 10 or fewer attorneys, or \$250,000 for 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 State Data (which may include, but is not limited to, Personally Identifiable Information ("PII"), Payment Card Data and Protected Health Information ("PHI")) in any format, including coverage for accidental loss, theft, unauthorized disclosure access or use of the data.

State Data is defined as all data provided to this Contractor under this Contract, including the State's data collected, shared, used, stored, or generated electronically by this Contractor in connection with the Services, and produced from electronically stored information ("ESI"). State Data does not include data that is provided to the Contractor either by Clients or as a direct result of a particular Case, including, but not limited to, discovery.

Contractor's network security and privacy liability insurance must protect Clients' and Case data at a level no less than that provided by or recommended by the Oregon State Bar.

17. 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.

18. 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.

19. 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 or any Contract or any other provision of law.

20. Indemnity. Related to Contractor's requirement to indemnify 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.

Notwithstanding the above, Contractor has no duty to indemnify, defend, or hold harmless OPDC and the state of Oregon for its actions, decisions, work, activities, or failures to act related to this Contract.

21. 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.

22. 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 legal services, and Contractor's provision of the legal 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:
 - i. 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;
 - ii. 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;

- iii. 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
- iv. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

23. Certification. The individual signing on behalf of Contractor certifies under penalty of perjury that: (1) the undersigned is authorized to act on behalf of the Contractor, and (2) Contractor is not, to the best of the undersigned's knowledge, in violation of any Oregon Tax Laws described in ORS 305.380(4).

24. MERGER CLAUSE

THIS WRITING CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THERE ARE NO OTHER ORAL OR WRITTEN UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS REGARDING THIS AGREEMENT. NO WAIVER, CONSENT, MODIFICATION, OR CHANGE OF TERMS OF THIS AGREEMENT 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.

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.

Ken Sanchagrin, Interim Executive Director
Oregon Public Defense Commission

Date

(Contractor Name)

Date

Exhibit A Payment Schedule
Contract No.

Month	Year	Monthly Payment
October	2025	\$XXXX
November	2025	\$XXXX
December	2025	\$XXXX
January	2026	\$XXXX
February	2026	\$XXXX
March	2026	\$XXXX
April	2026	\$XXXX
May	2026	\$XXXX
June	2026	\$XXXX
July	2026	\$XXXX
August	2026	\$XXXX
September	2026	\$XXXX
October	2026	\$XXXX
November	2026	\$XXXX
December	2026	\$XXXX
January	2027	\$XXXX
February	2027	\$XXXX
March	2027	\$XXXX
April	2027	\$XXXX
May	2027	\$XXXX
June	2027	\$XXXX
TOTAL		\$XXXX

**EXHIBIT B – CERTIFICATION AS INDEPENDENT CONTRACTOR AND COMPLIANCE WITH
OREGON TAX LAWS**
Contract No. ____

Contractor:

I, the undersigned, make the following certifications:

A. Certification as Independent Contractor

I, the undersigned duly authorized representative of the Contractor, certify under penalty of perjury that the Contractor is a corporation or an independent contractor as indicated below.

CHECK ONE OF THE FOLLOWING:

- Contractor is a corporation; and/or
- Contractor meets the following standards:

You can qualify as an independent contractor by certifying that you meet the following standards as required by ORS chapter 670.600:

1. You provide labor and services free from direction and control, subject only to the accomplishment of specified results.
2. You are responsible for obtaining all assumed business registrations or professional occupation licenses required by state or local law.
3. You are customarily engaged in an independently established business, as follows:

YOU MUST MEET THREE (3) OR MORE OF THE FOLLOWING: (check those that apply)

- A. You maintain a business location separate from the business or work location of the person or organization for whom services are provided.
- B. You bear the risk of loss related to the business or provision of services.
- C. You provide contracted services for two or more different persons within a 12-month period, or you routinely engage in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts or provide similar services.
- D. You make significant investment in the business through means such as purchasing tools or equipment necessary to provide the services, paying for the premises or facilities where the services are provided, or paying for licenses, certificates or specialized training required to provide the services.
- E. You have the authority to hire other persons to provide or to assist in providing the services and have the authority to fire those persons.

I hereby certify that the Contractor qualifies as an independent contractor as described above.

Signature_ _____ Date _

B. Compliance with Oregon Tax Laws

I, the undersigned duly authorized representative of Contractor, hereby certify that Contractor is not, to the best of my knowledge, in violation of any Oregon tax law. For

purpose of this certification, "Oregon Tax Laws" are ORS Chapters 118, 119, 314, 316, 317, 318, 320, 321 and 323 and Sections 10 to 20, chapter 533, Oregon Laws 1981 as amended by Chapter 16, Oregon Laws 1982 (special session); the Homeowners and Renters Property Tax Relief Program under ORS 310.630 to 310.690; and any local tax laws administered by the Oregon Department of Revenue under ORS 305.620.

Signature: _

Name:

Date: _

CURRENT DRAFT