

STANDARD TERMS

Parent Child Representation Program Case Manager Contract

1. PARTIES TO CONTRACT

- a. Pursuant to ORS 151.216 and ORS 151.219, this contract is between the Public Defense Services Commission ("PDSC") and xx ("Contractor").

2. TERM OF CONTRACT

- a. The contract term shall be from xx through xx.

3. SCOPE OF CONTRACT

- a. The contract applies only to juvenile cases.

4. NOTICE

- a. Each party shall provide to the other all notices regarding this contract:
 - i. in writing, and
 - ii. 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. PDSC: Public Defense Services Commission
mail@opds.state.or.us
 2. Contractor: xx
xx

5. 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"): A juvenile case is any appointment or reappointment to represent a person(s) in a proceeding brought under ORS 419B or 419C or as required in a contested adoption proceeding consistent with *Zockert v. Fanning*. A juvenile case begins on the date of appointment (or reappointment) of counsel and continues until appointment of counsel is terminated or relieved by the court. A juvenile case does not include a ballot measure 11 case.
- c. CASE MANAGEMENT SERVICES: Case management services are defined in the Office of Public Defense Services Parent Child Representation Program Case Manager Practice Principles.
- d. OFFICE OF PUBLIC DEFENSE SERVICES (OPDS): The office established by the commission under the director to handle the cases assigned and to carry out the administrative policies and procedures for the public defense system.

6. OBLIGATIONS OF CONTRACTOR

- a. Provide case management services to clients in juvenile cases referred to Contractor by Parent Child Representation Program (PCRP) attorneys for up to xx hours per month in xx County.
- b. Contractor shall comply with the Office of Public Defense Services Parent Child Representation Program Case Manager Practice Principles ("principles") which are distributed to all case managers and are hereby incorporated by reference. OPDS may modify the principles if OPDS reasonably believes the modifications are necessary to improve case management services provided under this contract.

7. WORKLOAD

If Contractor does not maintain an open caseload of at least XX cases for a period of 3 or more months, parties shall renegotiate workload and contract value as appropriate.

8. OBLIGATIONS OF THE OFFICE OF PUBLIC DEFENSE SERVICES

- a. Provide regular support and dialogue with OPDS as requested and as appropriate; and
- b. Provide facilities, as available, for meetings and trainings.

9. TOTAL WORKLOAD VALUE AND PAYMENT SCHEDULE

- a. For case management services provided pursuant to this contract, PDSC shall pay Contractor a total of up to \$xxx during the term of this contract.
- b. For the first three months of this contract, PDSC shall pay Contractor a total of \$xx per hour for xx hours per month, or a prorated portion thereof, in monthly installments as shown in the Payment Schedule. If Contractor works fewer than the amount of hours shown in the Payment Schedule, Contractor shall notify PDSC and the payment shall be adjusted accordingly.
- c. After the first three months of this contract, PDSC shall pay Contractor per month in monthly installments as shown in the payment schedule within 30 days of receipt of properly completed invoice and documentation as required by the principles.

10. CONFLICTS

- a. The terms of this contract shall control over any conflicting terms in any referenced contract, agreement or document.

11. MERGER CLAUSE

- a. THIS WRITING TOGETHER WITH THE SPECIFIC TERMS CONTAINED IN THE 2017 REQUEST FOR PROPOSALS AND THE 2018-2019 PUBLIC DEFENSE LEGAL SERVICES CONTRACT GENERAL TERMS POSTED ON THE OPDS WEBSITE 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.

PDSC 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.

**C. Lane Borg, Executive Director
Office of Public Defense Services
Public Defense Services Commission**

Date

Xxxx

Date

CONTRACT BETWEEN PDSC AND XXXX PAYMENT SCHEDULE

Month	Year	Hourly Rate	Monthly Payment	
January	2018	\$	Up to \$	Subject to invoice
February	2018	\$	Up to \$	Subject to invoice
March	2018	\$	Up to \$	Subject to invoice
April	2018	\$	Up to \$	Subject to invoice
May	2018	\$	Up to \$	Subject to invoice
June	2018	\$	Up to \$	Subject to invoice
July	2018	\$	Up to \$	Subject to invoice
August	2018	\$	Up to \$	Subject to invoice
September	2018	\$	Up to \$	Subject to invoice
October	2018	\$	Up to \$	Subject to invoice
November	2018	\$	Up to \$	Subject to invoice
December	2018	\$	Up to \$	Subject to invoice
January	2019	\$	Up to \$	Subject to invoice
February	2019	\$	Up to \$	Subject to invoice
March	2019	\$	Up to \$	Subject to invoice
April	2019	\$	Up to \$	Subject to invoice
May	2019	\$	Up to \$	Subject to invoice
June	2019	\$	Up to \$	Subject to invoice
July	2019	\$	Up to \$	Subject to invoice
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