

July 1, 2023, to June 30, 2025
Parent Child Representation Program (PCRP) Case Manager Contract (“Contract”)
Between the Public Defense Services Commission (“PDSC”) and
(Case Manager Name) (“Contractor”)

1. PARTIES TO CONTRACT

Pursuant to ORS 151.216 and ORS 151.219, this contract is between the Public Defense Services Commission ("PDSC") and **(Case Manager Name)** ("Contractor").

2. TERM OF CONTRACT

The contract term shall be from July 1, 2023 (term of Contract which may be later than 07/01/23, depending on when it was executed),, through June 30, 2025.

3. SCOPE OF CONTRACT

The contract applies only to juvenile cases.

4. NOTICE

Each party shall provide to the other all notices regarding this 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. PDSC: Contract.Notice@opds.state.or.us
 - ii. Contractor: **(Case Manager Name)**
Email: **(Case Manager email)**

5. 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 Office of Public Defense Services Parent Child Representation Program Case Manager Practice Principles (“Case Manager Practice Principles”).
- e. **PUBLIC DEFENSE SERVICES COMMISSION (PDSC):** Includes the respective agents, employees, members, officers, representatives, and successors of PDSC.
- f. **OFFICE OF PUBLIC DEFENSE SERVICES (OPDS):** The office established by the PDSC under the director to handle the cases assigned and to carry out the administrative policies and procedures for the public defense system.
- g. **CONTRACTOR:** Includes Contractor’s agents, employees, members, officers, representatives, and successors.

6. OBLIGATIONS OF CONTRACTOR

Contractor shall:

- a. Provide high-quality case management services to clients in juvenile cases referred to Contractor by the Case Manager Administrator or attorney, for up to XX hours per month in XXXX County.
- 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. OPDS may modify the Practice Principles if OPDS reasonably believes the modifications are necessary to improve case management services provided under this contract.
- c. Maintain professional liability insurance for all acts which occur pursuant to the contract.
- d. Implement physical, electronic, and managerial safeguards to prevent unauthorized access to Clients’ personal information.

7. OBLIGATIONS OF PDSC/OPDS

PDSC/OPDS shall:

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

8. 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.

9. 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. OPDS 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. If Contractor does not maintain an open caseload of at least 28 cases for a period of three or more months, parties shall renegotiate workload and contract value as appropriate.

10. 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 \$XXXX during the term of this contract.

- b. Within 30 days of receipt of a properly completed invoice and documentation as required by the Case Manager Practice Principles, PDSC shall pay Contractor for each month's work under the contract up to the amount indicated in the payment schedule.

11. 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.

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.

Jessica Kampfe, Executive Director
Office of Public Defense Services
Public Defense Services Commission

Date

(Case Manager name)

Date

**PCRP CASE MANAGER CONTRACT
BETWEEN PDSC AND (Case Manager Name)
PAYMENT SCHEDULE**

Month	Year	Hourly Rate	Monthly Payment	
July	2023	\$48.01	Up to \$4,608.96	Subject to invoice
August	2023	\$48.01	Up to \$4,608.96	Subject to invoice
September	2023	\$48.01	Up to \$4,608.96	Subject to invoice
October	2023	\$48.01	Up to \$4,608.96	Subject to invoice
November	2023	\$48.01	Up to \$4,608.96	Subject to invoice
December	2023	\$48.01	Up to \$4,608.96	Subject to invoice
January	2024	\$48.01	Up to \$4,608.96	Subject to invoice
February	2024	\$48.01	Up to \$4,608.96	Subject to invoice
March	2024	\$48.01	Up to \$4,608.96	Subject to invoice
April	2024	\$48.01	Up to \$4,608.96	Subject to invoice
May	2024	\$48.01	Up to \$4,608.96	Subject to invoice
June	2024	\$48.01	Up to \$4,608.96	Subject to invoice
July	2024	\$48.01	Up to \$4,608.96	Subject to invoice
August	2024	\$48.01	Up to \$4,608.96	Subject to invoice
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February	2025	\$48.01	Up to \$4,608.96	Subject to invoice
March	2025	\$48.01	Up to \$4,608.96	Subject to invoice
April	2025	\$48.01	Up to \$4,608.96	Subject to invoice
May	2025	\$48.01	Up to \$4,608.96	Subject to invoice
June	2025	\$48.01	Up to \$4,608.96	Subject to invoice