

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

1. PARTIES TO CONTRACT

Pursuant to ORS 151.216 and ORS 151.219, this contract is between the Oregon Public Defense Commission ("OPDC") and **(Contractor 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. OPDC: Contract.Notice@opds.state.or.us
 - ii. Contractor: **(Contract Name)**
Email: **(Contract Administrator 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 Oregon Public Defense Commission Parent Child Representation Program Case Manager Practice Principles (“Case Manager Practice Principles”).
- e. OREGON PUBLIC DEFENSE COMMISSION (OPDC): Includes the respective agents, employees, members, officers, representatives, and successors of OPDC.
- f. 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.
- 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 where Contractor is also the assigned attorney at X.X 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 this 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. Ensure Contractor's case managers are covered under professional liability insurance for all acts which occur pursuant to the contract.
- j. 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.

7. 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 PCRCP and systemic improvement efforts.

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. 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.

10. 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 the Payment Schedule. Payments shall be made by direct deposit into the account designated by Contractor.

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.

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.

Jessica Kampfe, Executive Director
Oregon Public Defense Commission

Date

(Contractor Name)

Date

**PCRP CASE MANAGER CONTRACT
 BETWEEN OPDC AND (Contractor Name)
 PAYMENT SCHEDULE**

Month	Year	Monthly Payment
July	2023	\$XXXX
August	2023	\$XXXX
September	2023	\$XXXX
October	2023	\$XXXX
November	2023	\$XXXX
December	2023	\$XXXX
January	2024	\$XXXX
February	2024	\$XXXX
March	2024	\$XXXX
April	2024	\$XXXX
May	2024	\$XXXX
June	2024	\$XXXX
July	2024	\$XXXX
August	2024	\$XXXX
September	2024	\$XXXX
October	2024	\$XXXX
November	2024	\$XXXX
December	2024	\$XXXX
January	2025	\$XXXX
February	2025	\$XXXX
March	2025	\$XXXX
April	2025	\$XXXX
May	2025	\$XXXX
June	2025	\$XXXX
TOTAL		\$XXXX