

Policy Title:	Short Form Contracts – OAR		
Policy Number:	III-D.1.1.1 413-330-0900 thru 1010		Effective Date: 6/01/04

Approved By: *on file*

Date Approved:

Policy

Forms, etc.

Definitions

References

Contact

History

Reference(s):

- ORS 670.600
- ORS 279-727 and 279.729
- OAR 125 Division 20
- Short Form Contract Traditional Template
<http://www.oregon.gov/DHS/admin/contracts/forms.shtml>
- Short Form Contract Cover Sheet
<http://www.oregon.gov/DHS/admin/contracts/forms.shtml>

Form(s) that apply:

- System of Care Short Form Traditional
<https://inside.dhsoha.state.or.us/asd/ocp/about-ocp/ocap-article-list/1153-forms.html#short>
- System of Care Short Form Cover Sheet
<https://inside.dhsoha.state.or.us/asd/ocp/about-ocp/ocap-article-list/1153-forms.html#short>

Rules:

413-330-0900

Purpose

These administrative rules (OAR 413-330-0900 to 413-330-1010) describe the use of the system-of-care short-form personal-services contract. These rules also describe how approval authority for these contracts is delegated to agency managers and supervisors.

Stat. Auth.: ORS 418.005

Stats. Implemented: ORS 279.727 & 279.729

413-330-0910

Definitions

As used in OAR 413-330-0900 to 413-330-1010:

- (1) "Approval authority" means the authority to approve and execute a contract. OAR 125-020-0220(1) gives the Department of Administrative Services (DAS) approval authority for all state agency contracts. DAS has delegated the approval authority to the Department of Human Services (the Department) for client services contracts (see OAR 125-020-0600(1)(a)).
- (2) "Child" means an unmarried person under 18 years of age. A person between 18 and 21 years of age and in the custody of the Department is also considered a child for purposes of these rules.
- (3) "Client" means a child or adult receiving services from the Department.
- (4) "Contract authority" means the authority to select a contractor, negotiate a contract, and sign a contract.
- (5) "Family member" means a person related to the child.
- (6) "Independent contractor" means an individual at least 18 years of age or a business that is an independent contractor as defined in ORS 670.600.
- (7) "Nontraditional contractor" means an individual at least 18 years of age or a business not currently licensed by the Department as a child-caring agency who has contracted with the Department if the total authorized expenditure of all contracts is less than \$8,000.
- (8) "Primary care giver" means a person who is responsible for providing care and supervision of a child.
- (9) "System-of-care short-form personal-services contract" or "SOC short-form contract" means a class of personal services contracts funded by flexible funds allocated by the Department as part of the Department's system-of-care settlement agreement with the Juvenile Rights Project, Inc., and developed by the Department to provide expedited service delivery to children and families as allowed by these rules.
- (10) "System-of-care contractor" or "SOC contractor" means an individual or business that has contracted with the Department and is paid with flexible funds allocated by the Department as part of the Department's system-of-care settlement agreement with the Juvenile Rights Project, Inc.
- (11) "System-of-care settlement agreement" means the agreement between the Oregon Department of Human Services and the Juvenile Rights Project, Inc., which includes provisions for the use of flexible funds in meeting the individual needs of children and their families to promote safety, permanency, and well being.
- (12) "Traditional contractor" means an individual at least 18 years of age who has exceeded \$8,000 in total SOC contracts during the preceding 12 month period, regardless of funding source or purpose; or a business currently licensed by the Department as provided for by OAR 413-220-0000 to 413-220-0160.

Stat. Auth.: ORS 418.005

Stats. Implemented: ORS 279.727 & 279.729

Policy

- (1) The Department's implementation of its strengths-and-needs-based system-of-care model for delivering client services has placed an increased emphasis on providing the child and the child's primary care giver with the individualized services they need in a timely manner. The client's strengths and needs are collaboratively identified by the following parties:
 - (a) The child, if appropriate;
 - (b) The primary care giver;
 - (c) Members in addition to the primary care giver;
 - (d) Appropriate employees of the Department;
 - (e) Other interested parties.
- (2) Services are designed to meet the child's needs and reach the agreed-upon outcomes.
- (3) The SOC short-form contract helps the Department's staff expedite the contracting. It is designed to:
 - (a) Provide nonresidential services to meet the needs of a child.
 - (b) Increase the resource pool of service contractors by allowing the use of both traditional and nontraditional contractors.
 - (c) Provide more timely delivery of services by delegating approval authority for SOC short-form contracts to local Child Welfare program managers and supervisors.
- (4) An SOC short-form contract can be used when the following conditions are met:
 - (a) The contractor is an independent contractor.
 - (b) The services are:
 - (A) Provided for a specific child, sibling group, or primary care giver.
 - (B) Provided to help the caseworker, the child, and the child's family reach mutually agreed-upon outcomes.
 - (C) Nonresidential.
 - (D) Limited to a maximum length of 12 months. The expectation is that the mutually agreed-upon outcomes will be reached within that time period.
 - (E) Limited to a maximum dollar amount of \$4,000. The expectation is that the mutually agreed-upon outcomes will be reached without spending more than that amount.
 - (c) The contracted services do not include:
 - (A) Services the recipient is eligible to receive that are available from another public agency or institution or from a private contractor under an existing contract; or

- (B) The same services or services similar to those being provided by Department staff.
- (d) Funds are available and authorized for the type of service and client to be served by the contract, and the cost is reasonable and commensurate with the cost of similar services.
- (5) The statement of work, in an SOC short-form contract, is written to describe the agreed-upon outcomes and the services to be provided. Outcomes must be specifically related to one or more of the following goals:
 - (a) Safety -- to prevent placement or re-entry into care and to ensure the child's safety in the home.
 - (b) Permanency -- to prevent movement in care and to ensure stability in the living situation or facilitate permanency for a child for whom the plan is categorized as an "other planned permanent living arrangement."
 - (c) Facilitate reunification -- to facilitate the child's return home and preserve continuity of family relationships and permanency for the child.
 - (d) Permanency -- to facilitate the child's permanency plan of adoption or guardianship.
 - (e) Well-being -- to facilitate the child's well-being by enhancing the family's capacity to provide for its children's needs.
 - (f) Well-being -- to facilitate the child's well-being by ensuring the child receives adequate and appropriate services to meet medical, physical, mental health, social, emotional-development, or educational needs.
- (6) Contracted services must be provided by the contractor. The SOC short-form contract does not allow subcontracting. A traditional contractor may use an employee or volunteer to provide the contracted services. A nontraditional contractor must provide the services himself or herself and cannot use an employee or volunteer to provide the contracted services.
- (7) The Department may terminate an SOC short-form contract upon written notice to the contractor.
- (8) The printed contract cannot be altered. If the format is changed by anyone, regardless of the reason or circumstances, the contract cannot be executed and is void.
- (9) Within 24 hours after the contract is signed by both parties, the contract and cover sheet must be sent by facsimile to the Technical Assistance Unit.

Stat. Auth.: ORS 418.005

Stats. Implemented: ORS 279.727 & 279.729

413-330-0930

Contractor

- (1) A short-form contract is used by the Department only to contract with a provider who is an independent contractor.

- (2) An SOC contractor must be at least 18 years of age.
- (3) A contractor for an SOC short-form contract is selected by direct negotiations. The Department negotiates directly with the contractor who is determined to be the best able to provide the services at a reasonable price. No informal or formal contractor selection and solicitation process is required.
- (4) A nontraditional contractor is considered a traditional contractor once the total dollar amount of all contracts the individual has with the Department, regardless of funding source or purpose, exceeds \$8,000 during a 12-month period. At that point, the insurance and liability coverage requirements increase. A traditional contractor is required to meet all contractual insurance requirements, including the requirement to obtain professional liability insurance, if the contractor must be licensed or accredited to do the contracted work. The 12-month period is measured from the earliest contract effective date to the latest contract end date for all contracts that the nontraditional contractor has with the Department.

Stat. Auth.: ORS 418.005

Stats. Implemented: ORS 279.727 & 279.729

413-330-0940

Types of Service

- (1) The Department uses an SOC short-form contract with a traditional contractor for such services as the following:
 - (a) Housing and food services -- including housing deposits, utilities, home repairs, food, household necessities, cleaning services, supplies, and equipment.
 - (b) Transportation -- including transportation for visitation, bus passes, other fares, automobile repair, and reimbursement when the family is transported by a community or family member.
 - (c) Assessment, testing, and evaluations -- including psychiatric, psychological, psycho-social, behavioral, developmental, medical, or educational services not available through other resources such as other programs operated by the Department or from a school district.
 - (d) Therapeutic and rehabilitative services -- including family, group, and individual therapy (including drug and alcohol treatment services) not available through other sources, such as from other programs operated by the Department or from family-based service contracts, including intensive family services (IFS), and family sex abuse treatment (FSAT), and parent training.
 - (e) Skills training and support -- including parent coaching, mentoring, psycho-social skills training and support, shadowing or one-on-one supervision, and support of daily activities, transition support services, sub-care or in-home behavior support or management, and educational services not available through other programs operated by the Department or from a school districts.
 - (f) Support services for care givers -- including time-limited services for parents, foster parents, and relative care takers not provided by other sources.

- (g) Well-being and developmental needs -- including expenses related to school or recreational activities, such as fees for sports, camps, school trips, music, arts, and other activities, and activities related to a child's traditional or cultural needs or developmental milestones.
- (2) The nontraditional contractor is a contractor chosen for his or her unique capacity to connect with the child based on the specific strengths and needs of the child as identified in the strengths-and-needs-based service planning process. The nontraditional contractor focuses on working with the family in addressing the specific strengths and needs of the child. The nontraditional contractor gives special care to planning activities that can eventually be maintained without the contractor's involvement. A short-form contract can be used with a nontraditional contractor only for the following services:
- (a) Individual Mentoring: Social, behavioral, and recreational skill development. Assisting the child in exploring special talents or interests, arranging for on-going social or recreational opportunities, and modeling appropriate interaction with others with special care given to planning activities that can eventually be maintained without the mentor.
 - (b) Family Mentoring: Engagement of families for parenting skill development, including modeling appropriate interactions with children in the home, effective problem-solving, establishment of routines, and assisting with development of natural helping systems to enable the family to function independently with success.
 - (c) Individual Tutoring: Educational support services tailored specifically to the needs of the child. This assistance should be offered when the child's developmental functioning is significantly compromised without tutoring and is not obtainable through an Individual Education Plan (IEP) or any other appropriate resource.
 - (d) Developmental Support: Chosen activities requiring adult supervision at all times to meet the child's identified developmental needs or milestones.
 - (e) Therapeutic Visitation: Visitation services to address the child's needs and encompass specific therapeutic goals. The contractor, if not licensed, must obtain supervision from a licensed therapist, at his or her own expense, for consultation and feedback on the therapeutic process and progress of the visitation.
- (3) The Department's worker must enter the System of Care Service Codes, Open Reasons, and Disposition in the Department's Integrated Information System (IIS), including the person letter for the parents and children who benefit from or participate in the authorized service.

Stat. Auth.: ORS 418.005

Stats. Implemented: ORS 279.727 & 279.729

413-330-0950

Insurance

- (1) Traditional contractor insurance requirements. The coverage and limits of insurance required for a traditional contractor are specified in the contract. The Department requires a

traditional contractor to provide proof that all required insurance is effective and in force before the SOC short-form contract can be executed.

(2) Nontraditional contractor insurance requirements.

- (a) If a nontraditional contractor is providing a service that requires transporting the client, the Department requires the nontraditional contractor to provide proof of:
 - (A) A valid Oregon driver's license; and
 - (B) Automobile liability coverage that has limits not less than required by ORS 806.060. The nontraditional contractor must have automobile insurance in effect during the term of the SOC short-form contracts.
- (b) The State of Oregon, through the Risk Management Division of the Department of Administrative Services provides nontraditional contractors with general liability insurance coverage including legal defense and excess automobile liability coverages. These coverages are provided to a nontraditional contractor, while acting within the course and scope of duties listed in the short-form contract, to the extent that a claim arises out of the provisions of services pursuant to the Short Form Contract's terms and statement of work. The provision of general liability coverage does not make the nontraditional contractor an agent of the Department or of the State of Oregon or subject the contractor to ORS 30.260 to 30.300 (the Oregon Tort Claims Act).
- (c) The coverage described in subsection (b) of this section is not provided for acts, errors, or omissions due to malfeasance; for willful or wanton neglect of duty; for acts outside the short-form contract's specified scope of work; or for punitive damages.
- (d) Following are the limits of coverage provided by the State to nontraditional contractors:
 - (A) \$50,000 to a claimant for any number of claims for damage to or destruction of property, including consequential damages, arising out of a single accident or occurrence;
 - (B) \$100,000 to a claimant as general and special damages for all other claims arising out of a single accident or occurrence;
 - (C) \$200,000 for all claims arising out of a single accident or occurrence;
 - (D) The dollar limits for defense cost coverage are included in the above dollar limits. Once this dollar limit is reached, further defense costs are the responsibility of the nontraditional contractor.
- (e) The nontraditional contractor must report, in writing, each claim and each occurrence that reasonably may give rise to a claim to the contract administrator, who will forward the information to the Risk Management Division as promptly as practicable.

Stat. Auth.: ORS 418.005

Stats. Implemented: ORS 279.727 & 279.729

Dispute Resolution: Short-Form Contracts

- (1) When a short-form contract is used to contract with a nontraditional contractor, the child's case worker requests that the client sign a "Dispute Resolution Agreement." The client and the Department are parties to the "Dispute Resolution Agreement." The agreement provides a procedure to resolve disputes between the client and the nontraditional contractor. The client is encouraged to participate in good-faith in the dispute resolution process.
- (2) The client's signature and participation in the dispute resolution process are voluntary
- (3) Dispute resolution between the client and a nontraditional contractor must be conducted in accordance with procedures established by the Department.

Stat. Auth.: ORS 418.005

Stats. Implemented: ORS 279.727 & ORS 279.729

413-330-0970

Criminal History Records Check for SOC Contractors

- (1) The Department has determined that persons who engage in certain criminal conduct may not be qualified to be system-of-care contractors because their criminal conduct is fundamentally inconsistent with having any responsibility for the care, treatment, or supervision of children or other vulnerable persons.
- (2) SOC contractors are subject to a criminal-history-records check as described in OAR 413-330-0085 to 413-330-0105 (see Child Welfare policy "System of Care Short Form Contracts," policy III-D.1.1.2). In the case of a non-traditional contractor, the Department will perform the check. If the SOC contractor is a business with more than one employee, the executive director, or equivalent, of the business is considered the contractor under those rules.
- (3) Once the contractor has been approved and the contract has been executed, and prior to services being performed, the contractor must verify that each employee and each volunteer who will have contact with children in the course of their duties has not been convicted of child abuse, an offense against persons, a sexual offense, child neglect, or any other offense bearing a substantial relation to the qualifications, functions, or duties of an employee or volunteer who will have contact with children.

Stat. Auth.: ORS 418.005

Stats. Implemented: ORS 279.727 & 279.729

413-330-0980

DHS Abuse and Neglect Information Check

- (1) To further protect children from abuse and neglect, the Department checks all SOC contractors against the Department's child-abuse and neglect-assessment information.
- (2) The Department maintains the confidentiality of client information in accordance with its administrative rules on confidentiality, OAR 413-010-0000 to 413-010-0075.

Stat. Auth.: ORS 418.005

Stats. Implemented: ORS 279.727 & 279.729

413-330-0990

Unauthorized Services

- (1) The state is not obligated to pay for services obtained before the contract has been written, approved, and signed by the contractor and a representative of the Department who has contract approval authority. A Department employee who authorizes a service that requires a contract, prior to a contract being fully executed, or obtains a service not covered by a contract, may be held personally liable for the cost of the service.

Stat. Auth.: ORS 418.005

Stats. Implemented: ORS 279.727 & 279.729

413-330-1000

Delegation of Short-Form Contract Approval Authority

- (1) Authority to approve short-form contracts is hereby delegated to the Administrator for Program Performance and Reporting.
- (2) The Administrator for Program Performance and Reporting may delegate to a Child Welfare program manager or supervisor representing the SDA or the local office, upon written request, authority to approve SOC short-form contracts. The authority may be granted when the following conditions have been met:
 - (a) Management staff, including the Child Welfare program manager, line manager or supervisor, office manager or equivalent, and system-of-care resource developer or equivalent have received specific training regarding SOC short-form contract policy and procedure from Program Performance and Reporting staff and staff from the Department's Contracts and Procurement unit.
 - (b) The Child Welfare program manager has submitted an implementation plan to the Administrator for Program Performance and Reporting or the Administrator's delegate that describes how SOC short-form contracts will be processed at the local field office. The field office implementation plan may be submitted only after the management staff has received the SOC short-form contract training.
 - (c) Staff from the Program Performance and Reporting program have reviewed the implementation plans to ensure compliance with these administrative rules and sound business and fiscal practices.
 - (d) The Administrator for Program Performance and Reporting, or the Administrator's delegate, may, with consent of the Department's Office of Contracts and Procurement, delegate authority to approve SOC short-form contracts to a Child Welfare program manager or supervisor. The Administrator or the Administrator's delegate may delegate short-form contract approval authority only after the field office management staff has received training and the implementation plan has been approved. Once authority has been delegated, the Child Welfare program manager or supervisor is responsible for the proper processing and use of the SOC short-form contract. Except as authorized in OAR 413-330-1010, a Child Welfare program manager or supervisor cannot further delegate approval authority or contract responsibilities.

Stat. Auth.: ORS 418.005

Stats. Implemented: ORS 279.727 & 279.729

413-330-1010

Responsibilities of Child Welfare Program Managers and Supervisors with Delegated Authority

- (1) A Child Welfare program manager or supervisor with delegated approval authority is responsible for the following duties relating to SOC short-form contracts. The responsibility for the duties may or may not be further delegated by either as follows:
 - (a) A Child Welfare program manager or supervisor may delegate the duty:
 - (A) To determine whether a contractor is an independent contractor.
 - (B) To determine whether a contractor is a traditional or nontraditional SOC contractor.
 - (C) To determine whether a contractor has the required insurance.
 - (D) To negotiate the following contract conditions:
 - (i) Services;
 - (ii) Outcomes;
 - (iii) Contract begin date;
 - (iv) Contract end date;
 - (v) Contract payment rate and number of services units.
 - (E) To monitor and act as the Department's contract administrator for the SOC short-form contract.
 - (b) A Child Welfare program manager or supervisor cannot delegate the duty:
 - (A) To determine whether the services being contracted for are the same as services provided by Department staff.
 - (B) To determine whether the contractor has a criminal history record that would prevent the Department from contracting with the contractor (see OAR 413-330-0085 to 413-330-0097).
 - (C) To determine whether there are concerns or reasons why using the contractor may not be in the best interests of the child by checking the Department's child abuse and neglect assessment information.
 - (D) To sign and execute the short-form contract as the authorized agency representative. Services can begin only after the contractor and an authorized Child Welfare program manager or supervisor have both signed the short-form contract.
 - (E) To authorize payments due for the performance of contracted services.

- (2) A Child Welfare program manager or supervisor may be held personally liable for the cost of services provided before an SOC short-form contract has been fully executed or for services provided outside the scope of the contract.

Contact(s):

- **Name:** CAF Reception; **Phone:** 503-945-5600

Policy History

- 12/29/95
- 08/11/97