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|  | <b>STATE OFFICE for SERVICES<br/>to CHILDREN and FAMILIES</b>                       | <b>NUMBER:</b> III-D.1.1.1<br><b>OAR:</b> 413-330-0900 / 1010  |
|   | <b>ADMINISTRATIVE MANAGEMENT MANUAL III</b>   | <b>SECTION:</b> D. Contract<br>Management  |
|   | <b>ISSUED BY:</b> Management Operations<br><b>EFFECTIVE DATE:</b> February 26, 2001 | <b>SUBSECTION:</b> 1. General<br>Requirements 1. Criteria for<br>Personal and Professional<br>Services Contracting |
| <b>SUBJECT:</b> 1. Short Form Contracts - Oregon Administrative Rules             |   |  |

Interpretation: Business Manager Approval: \_\_\_\_\_  
Assistant Administrator,  
Management Operations  
Responsible Manager: Business Manager  
Management Operations

**REFERENCES:** ORS 670.600  
ORS 279.727 and 279.729  
OAR 125 Division 20

**PURPOSE**

**413-330-0900** These administrative rules describe how, when, and who may use the Short Form Personal Services Contract. These rules also describe how Short Form Personal Services Contract approval authority will be delegated to a State Office of Services for Children and Families (SOSCF) branch manager. An SOSCF manager, who has delegated approval authority to sign a Short Form Personal Services Contract, is responsible for the proper use and processing of all Short Form Contract they sign. The approval authority to sign a Short Form Contract, cannot be delegated to any SOSCF staff lower than a branch manager.

**Statutory Authority: ORS 418.005**  
**Stats. Implemented: ORS 279.727 and .729**

**DEFINITIONS**

**413-330-0910** The following are definitions of words and terms used in these rules.

**(1) "Approval Authority":** Means a state agency has the authority to approve and execute a contract. Oregon Administrative Rule 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 SOSCF for client services contracts (See OAR 125-020-0600 (1)(a)).

(2) **“Child” or “Children”**: Means a person 18 years of age or under. A youth who is between 18 and 21 years of age and in SOSCF custody, is also considered a child for purposes of these rules.

(3) **“Client”**: Means a child or adult receiving services from SOSCF.

(4) **“Contract Authority”**: Means a state agency has the authority to select a contractor, negotiate a contract, and sign a contract, but the agency has not been delegated approval authority by DAS to execute a contract. DAS must approve all personal services contracts before they can be executed, except for those personal services contract classes where DAS has delegated approval authority to a state agency (See OAR 125 Division 020).

(5) **“Contracting Out”**: Means contracting out work that is being performed by a member of the Oregon Public Employees Union.

(6) **“Criminal History Records Check”**: Means a search of the Oregon Law Enforcement Data System (LEDS) of any criminal history records of an individual.

(7) **“Execute Contract”**: Means a contract has received all the required approval(s) and signatures. A state agency can only begin services after a contract has been fully executed.

(8) **“Family Member”**: Means a person who is related to the child(ren). A family member may be the child(ren)'s primary care giver or they may be a non-care giver.

(9) **“Independent Contractor” or “Contractor”**: Means an individual (who is at least 18 years of age) or a business that provides services to a state agency in which the state agency neither controls nor has the right to control the means or manner by which service(s) is performed. The state agency may control the results of service, but cannot control the means or manner in which the contractor carries out the service(s).

(10) **“Nontraditional Contractor”**: Means an individual (who is at least 18 years of age) or a business not routinely engaged in providing the contracted services.

(a) A nontraditional contractor may include, but is not limited to:

(A) A non-care giving family member; or

(B) A neighbor, friend, acquaintance, or other person who is familiar with a specific child; or

(c) An individual sought out by the agency to meet the identified needs of the child.

(b) A nontraditional contractor will be treated as a traditional contractor when the total dollar amount of all the Short Form Contracts that a nontraditional contractor has with SOSCF exceeds \$8,000 during a 12 month time period.

(11) **“Primary Care giver”**: Means a person(s) who is responsible for providing care and supervision of a child(ren). A primary care giver may or may not be related to the child(ren).

(12) **“Short Form Personal Services Contract” or “Short Form Contract”**: Means a class of personal services contracts developed by SOSCF which provides expedited service delivery to the child(ren)/ family within parameters set in these rules.

(13) **“SOSCF”**: Means the State of Oregon, Department of Human Services, State Office for Services to Children and Families.

(14) **“Traditional Contractor”**: Means either an individual (who is at least 18 years of age) or a business actively engaged in providing contracted services similar to or the same as those being contracted for. A traditional contractor may include but is not limited to a licensed psychologist, a professional social worker, etc.

**Statutory Authority: ORS 418.005**

**Stats. Implemented: ORS 279.727 and .729**

## POLICY

**413-330-0920 (1)** SOSCF’s implementation of its Strengths/Needs Based System of Care model for delivering client services has placed an increased emphasis on providing the child and the 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, which include but are not limited to:

- (a) Child(ren) (if appropriate);
- (b) Primary care giver;
- (c) Non-care giving family member(s);
- (d) SOSCF; and
- (e) Other interested parties.

(2) Services are designed to meet the child(ren)’s needs and reach the agreed-upon outcomes.

**(3)** The Short Form Contract will help SOSCF staff expedite the contract process for specific types of services to meet agreed-upon outcomes. The Short Form Contract is designed to:

**(a)** Provide nonresidential service(s) to meet the needs of a specific 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 Short Form Contracts, to the local SOSCF branch manager.

**(4)** A Short Form Contract can be used when all of the following conditions are met:

**(a)** The contractor must meet the definition of an independent contractor;

**(b)** Services must be:

**(A)** Provided for a specific child, sibling group, or primary care giver.

**(B)** Provided to help the child(ren)/family reach mutually agreed-upon outcomes.

**(C)** Nonresidential

**(D)** Limited to a maximum length of one year. 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 within that dollar amount;

**(c)** Contracted services shall not be:

**(A)** Services the recipient is eligible to receive and available from any public agency or institution, or from any private contractor under an existing contract;

**(B)** The same or similar as services being provided by an SOSCF staff; and

(d) Funds are available and authorized for the type of service(s) and the client(s) to be served by the contract, and the cost is reasonable and commensurate to similar services.

(5) The statement of work, in a Short Form Contract, will be written to describe the agreed-upon outcomes and the services to be provided. Outcomes will be stated as improvements to the recipient's ability to meet the child's needs or relate to improved functioning of the child.

(6) Contracted services must be provided by the contractor. The Short Form Contract does not allow subcontracting. A traditional contractor may use an employee/s to provide the contracted services. However, a nontraditional contractor cannot use an employee to provide the contracted services.

(7) A Short Form Contract may be terminated by SOSCF with seven (7) days written notice to the contractor.

(8) A "Short Form Contract" printed format cannot be altered. If the Short Form Contract format is changed by anyone, the contract is void. The Department of Justice, Attorney General's Office and DAS's Risk Management Division have approved the language in the Short Form Contract. Their approval ceases if there is any change(s) made.

(9) The Department of Human Services' (DHS) Contracts and Procurement Unit is available upon request for consultation with SOSCF.

**Statutory Authority: ORS 418.005**

**Stats. Implemented: ORS 279.727 and .729**

## CONTRACTOR

**413-330-0930 (1)** A Short Form Contract will only be written with a provider who is an independent contractor. An independent contractor may be either a traditional/professional or nontraditional contractor.

(2) An individual must be at least 18 years of age before SOSCF will contract with them.

(3) Selecting a contractor for a Short Form Contract will be done by direct negotiations. SOSCF will negotiate 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 will be required. This will allow SOSCF to quickly select and contract with a contractor.

(4) A nontraditional contractor will be considered a traditional contractor once the

total dollar amount of all the Short Form Contracts the individual has with SOSCF exceeds \$8,000 during a 12 month time period. At this point DAS will no longer provide general liability, excess auto liability and limited defense coverage. The contractor will be required to meet all requirements of an independent, traditional contractor, including obtaining professional liability insurance.

(a) The 12 month time period is measured from the earliest contract begin date to the latest contract end date for all of the Short Form Contracts that a nontraditional contractor has with SOSCF.

(b) SOSCF Field Operations may request an exception from DHS Contracts and Procurement that a nontraditional contractor who has Short Form Contract(s) totaling more than \$8,000 during a 12 month time period not be considered a traditional contractor. DAS Risk Management Division approval is required when an exception is requested. Exceptions will be requested on an individual basis. DAS Risk Management Division approval must be obtained before service can be provided.

**Statutory Authority: ORS 418.005**

**Stats. Implemented: ORS 279.727 and .729**

## TYPES OF SERVICE

**413-330-0940 (1)** The types of services that a Short Form Contract can be used with a traditional contractor include: nonresidential, child/family specific services that are provided to help the recipient's ability to meet the child's needs or relate to improved functioning of the child and to reach mutually agree-upon outcomes.

(2) The types of services that a Short Form Contract can be used with a nontraditional contractor are limited to the types of services described below:

(a) **Individual Mentoring.** The nontraditional contractor will provide services in social, behavioral and recreational skill development. The nontraditional contractor is chosen for their unique capacity to connect with the child based on the specific strengths and needs of the child as identified in the strengths/needs-based service planning process. Some of the activities that may be considered in this category are assisting the child in exploring special talents or interests, arranging for ongoing social/recreational opportunities, and modeling appropriate interaction with others. The nontraditional contractor will give special care to planning activities that can eventually be maintained without the mentor. The nontraditional contractor must be able to maintain a close relationship and open communications with the parent(s), care giver, caseworker, foster parent(s) and any other appropriate partners to ensure consistent behavior guidance and management as well as knowledge of any changes in the child's needs;

(b) **Family Mentoring.** The nontraditional contractor will provide services

that engage families in 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. The nontraditional contractor will focus on working with the family in addressing the specific strengths and needs of the child as identified in the strengths/needs-based service planning process. This type of service is sometimes referred to as "parent coaching." The parent(s) and child's trust and positive relationship with the mentor is the primary tool for success. Special care should be given to planning activities that can eventually be maintained without the mentor. The selected mentor must also be able to maintain a close relationship and open communications with the biological family parents and family members, the caseworker, foster parents and any other appropriate partners to ensure consistent behavior guidance and management as well as knowledge of any changes in the child's needs;

**(c) Individual Tutoring.** The nontraditional contractor will provide educational support services tailored specifically to the needs of the child as identified in the strengths/needs-based service planning process. This assistance should be offered when the child's developmental functioning will be significantly compromised without tutoring and it cannot be obtained through an IEP (Individual Education Plan) or any other appropriate resources. The nontraditional contractor could be a professional or paraprofessional with mastery in the tutoring subject matter. Subject matter may include, but not be limited to, math, reading, spelling, English, social studies, etc.;

**(d) Therapeutic Support.** The nontraditional contractor will provide specific activities that support the therapeutic goals of the strengths/need-based service planning process. These activities must be safe, organized, and include adult supervision at all times. It is very important that the planning team agree the chosen activities will help meet identified needs;

**(e) Therapeutic Visitation.** The nontraditional contractor will provide visitation services encompassing a specific therapeutic goal as necessary to address the needs of the child as identified in the strengths/needs-based service planning process. This type of service is generally supervised by a licensed therapist with detailed direction on type of written feedback necessary to monitor progress.

**Statutory Authority: ORS 418.005**

**Stats. Implemented: ORS 279.727 and .729**

## INSURANCE

**413-330-0950 (1) Traditional contractor insurance requirements.** The coverage(s) and limit(s) of insurance(s) required for a traditional contractor are specified in their Short Form Contract. SOSCF will require a traditional contractor to provide proof of all required insurance(s) before their Short Form Contract can be executed.

**(2) Nontraditional contractor insurance requirements.**

**(a)** If a nontraditional contractor is providing service(s) that require transporting the client then, SOSCF will require a nontraditional contractor to provide proof of;

**(A)** A valid Oregon driver's license and

**(B)** Automobile liability coverage that has limits equivalent to but not less than what the Oregon Financial Responsibility Law (ORS 806.060) requires. The nontraditional contractor will maintain automobile insurance, at their own expense, during the term of their Short Form Contract.

**(b)** The DAS, Risk Management Division will provide nontraditional contractors with general liability coverage including legal defense and excess automobile liability coverages. These coverages will be provided to a nontraditional contractor, while acting within the course and scope of their duties under their Short Form Contract, to the extent that any claim arises out of the provisions of services pursuant to the Short Form Contract's terms and statement of work. No coverage will be provided for acts, errors, or omissions due to malfeasance, for willful or wanton neglect of duty, for acts outside of the Short Form Contract's specified scope of work, or for punitive damages. The provision of general liability coverage does not make the nontraditional contractor, 1) an agent of SOSCF or the State of Oregon and 2) subject to ORS 30.260 to 30.300 (The Oregon Tort Claims Act). The nontraditional contractor must report, in writing, any claim and/or any occurrence that reasonably may give rise to a claim to DAS Risk Management Division as promptly as possible. Below are the dollar limits for paying settlements or judgements:

**(A)** \$50,000 to any 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 any 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 for paying settlements or judgements. Once this dollar limit is reached, it is the nontraditional contractor's responsibility to take over his own defense.

**Statutory Authority: ORS 418.005**

**Stats. Implemented: ORS 279.727 and .729**

## **DISPUTE RESOLUTION**

**413-330-0960 (1)** When a Short Form Contract is used with a nontraditional contractor, SOSCF will request that the client sign a "DISPUTE RESOLUTION AGREEMENT" (form number to be assigned). The "DISPUTE RESOLUTION AGREEMENT" is between the client and SOSCF and 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 will be conducted in accordance with SOSCF policy.

**(4)** If a Short Form Contract is with a traditional contractor, SOSCF does not need to request the client to sign the "DISPUTE RESOLUTION AGREEMENT" form.

## **CRIMINAL HISTORY RECORDS CHECK**

**413-330-0970 (1)** SOSCF has determined that contracting with a person convicted of serious felonies and misdemeanors, involving violence or unauthorized sexual conduct, especially with children or otherwise vulnerable persons, is fundamentally incompatible with any responsibility, care, treatment, or supervision of children or vulnerable persons.

**(2)** SOSCF will not require a traditional contractor to submit a criminal history record check before their Short Form Contract can be executed.

**(3)** SOSCF will require a nontraditional contractor to have a criminal history record check before their Short Form Contract can be executed. Criminal history record checks will be conducted through SOSCF according to the procedures described in

OAR 413-330-0090 (see SOSCF Policy III-D.1.1.2 entitled "Criminal History Record Checks for Nontraditional Contractors").

**Statutory Authority: ORS 418.005**

**Stats. Implemented: ORS 279.727 and .729**

### **SOSCF ABUSE AND NEGLECT INFORMATION CHECK**

**413-330-0980 (1)** To further protect children from abuse and neglect, SOSCF will check nontraditional contractors against SOSCF's child abuse and neglect assessment information.

**(2)** SOSCF will maintain the confidentiality of client information in accordance with SOSCF administrative rules on "Confidentiality" (OAR 413-010-0000 through 413-010-0140).

**Statutory Authority: ORS 418.005**

**Stats. Implemented: ORS 279.727 and .729**

### **UNAUTHORIZED SERVICES**

**413-330-0990** Services will not be obtained and the state will not be obligated for payment for those services until the contract has been written, approved, and signed by the contractor and an SOSCF staff who has contract approval authority. Any SOSCF staff authorizing services that require a contract, prior to a contract being fully executed or obtaining services not covered by a contract, may be held personally liable for the cost of those services.

**Statutory Authority: ORS 418.005**

**Stats. Implemented: ORS 279.727 and .729**

### **DELEGATION OF SHORT FORM CONTRACT APPROVAL AUTHORITY**

**413-330-1000 (1)** A SOSCF branch manager can request, in writing, to SOSCF Field Operations' Assistant Administrator, that they be delegated Short Form Contract approval authority. Short Form Contract approval authority may be granted when all of the following conditions have been met:

**(a)** Branch management staff, including but not limited to: the branch manager, office manager, and system of care resource developer (if the branch has one), have received training regarding Short Form Contract policy;

(b) The branch manager has submitted an implementation plan, to SOSCF Field Operations, that describes how Short Form Contracts will be processed at the branch office. The branch's implementation plan will be submitted after branch management staff has received Short Form Contract policy training;

(c) SOSCF Field Operations will review all branch implementation plans to ensure compliance with these administrative rules and sound business and fiscal practices; and

(d) Short Form Contract approval authority will be delegated, by SOSCF's Administrator or their delegate, to the branch manager. The SOSCF Administrator or their delegate will delegate Short Form Contract approval authority after the branch management staff has received training and the branch implementation plan has been approved. The branch manager is responsible for the proper processing and use of the Short Form Contract. The branch manager cannot delegate Short Form Contract approval authority and contract responsibilities to any other SOSCF staff.

(2) SOSCF Assistant Administrator for Field Operations or designee is delegated Short Form Contract approval authority.

(3) DHS Contracts and Procurement Unit is available to consult with SOSCF.  
**Statutory Authority: ORS 418.005**  
**Stats. Implemented: ORS 279.727 and .729**

## **BRANCH MANAGER'S RESPONSIBILITIES**

**413-330-1010** (1) The branch manager will be responsible for the following duties relating to Short Form Contracts after they have been delegated approval authority. The responsibility for some of these duties may be delegated. Duties that a branch manager may delegate and those duties that cannot be delegated are listed below.

(a) Duties a branch manager may delegate:

(A) Determine if a contractor meets the criteria of an independent contractor;

(B) Determine if a contractor meets the criteria of a traditional or nontraditional contractor;

(C) Determine if a contractor has the required insurance;

(D) 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)** Monitor the Short Form Contract to ensure that the contractor is meeting all terms and conditions in the contract.

**(b)** Duties that a branch manager cannot delegate:

**(A)** Determine if the services being contracted for are the same as services provided by SOSCF staff;

**(B)** Determine if a nontraditional contractor has a criminal history record that would prevent SOSCF from contracting with the nontraditional contractor;

**(C)** Determine if there are concerns or reasons why using the nontraditional contractor may not be in the best interest of the child by checking SOSCF's child abuse and neglect assessment information;

**(D)** Signing and executing the Short Form Contract as the authorized agency representative. Services can begin after the contractor and the branch manager, or the division approved designated backup, have both signed the Short Form Contract;

**(E)** Signing and authorizing payments resulting from the performance of contracted service(s).

**(2)** The branch manager may be held personally liable for the cost of services provided prior to a Short Form Contract being fully executed or for services provided outside the scope of the services identified in the Short Form Contract.

**Statutory Authority: ORS 418.005**

**Stats. Implemented: ORS 279.727 and .729**

## PROCEDURES

### (1) DELEGATION OF SHORT FORM CONTRACT APPROVAL AUTHORITY

| RESPONSIBILITY   | <u>STEP</u> | <u>ACTION</u>  |
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| Branch Manager   | (1)         | Submit written request to SOSCF Field Operations to use Short Form Contract.   |
| Field Operations   | (2)         | Schedule training with branch management staff.  |
| Branch Management Staff training.  | (3)         | Complete Short Form Contract   |
| Branch Manager and Branch Management Staff                                 | (4)         | Create a Short Form Contract Implementation Plan and submit it to Field Operations.  |
| Field Operations, other SOSCF staff and DHR Contracts and Procurement Unit | (5)         | Review branch's Implementation Plan. Revise the plan, if needed, in collaboration with the branch manager.   |
| Director of SOSCF or their delegate  | (6)         | Delegate approval authority to branch manager after the branch management staff is trained and the Implementation Plan has been approved.  |
| DHR Contracts and Procurement Unit   | (7)         | Provide initial supply of contract numbers to be used and copies of the following forms; (1) Short Form Contract for Traditional Contractors; (2) Short Form Contract for Nontraditional Contractors; (3) Short Form Contract Amendment; (4) Contractor Orientation Sheet; and 5) DHR Short Form Contract Cover Sheet. |

### (2) CONTRACTING WITH THE SHORT FORM CONTRACT

- Primary Care giver, Child (1) Identify client's strengths  
(if appropriate), Non- and needs and agree on  
Care giving Family Members, outcomes.  
SOSCF staff, Other Interested  
Parties
- Branch Manager (2) Determine if the service(s) to be  
performed is the same as  
service(s) that is being done by  
an Oregon Public Employees  
Union Member. If the service(s)  
is not the same, go to step 3  
below. If the service(s) is,  
contact SOSCF'S representative  
in the DHR Employee Services  
Section to determine if the  
service(s) can be contracted out.
- Branch Staff (3) Identify the contractor who is  
determined best able to provide  
the services.
- (4) If contractor is an individual, they  
must be at least 18 years old. If  
they are, go to step 5 below. If  
they are not, go to step 3 above  
to select a new contractor.
- (5) Determine if the selected  
contractor is an independent  
contractor. If the contractor is an  
independent contractor, go to  
step 6 below. If the provider is  
not an independent contractor, go  
to step 3 above to select a new  
contractor.
- Branch Staff and Contractor (6) Negotiate services, outcomes,  
contract begin date, contract end  
date, and consideration with the  
contractor.
- Branch Staff (7) Determine if the contractor is a  
traditional or nontraditional  
contractor. If they are a

- nontraditional contractor, go to step 8. If the contractor is a traditional contractor, go to step 20.
- (8) Determine if the type of services negotiated with the nontraditional contractor is a service that is allowable by this policy. If the services being contracted for are allowable types of services per this policy, go to step 14. If the services being contracted for are not allowable, go to step 11.
- (9) If services are not allowable nontraditional services, an exception maybe requested. To request an exception, go to step 10 below. If no exception is requested, go to step 3 above to select a new contractor.
- Branch Staff (10) Request DHR Contracts and Procurement Units to prepare a regular personal services contract using the regular contract request process. In the contract request, identify the contractor as a nontraditional contractor who will be providing services that are not approved nontraditional services. Request that DAS Risk Management Division extend the same insurance coverages to this provider as are extended to a nontraditional contractor providing approved services.
- DHR Contracts and Procurement Unit (11) Request that DAS Risk Management Division extends the same insurance coverages to this provider as are extended to a nontraditional contractor providing approved services. If

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|                             |      | approved, the contract will be processed through the regular contract process. If an exception is not granted by DAS Risk Management Division, go to step 3 above to select a new contractor.  |
| Branch Staff                | (12) | Determine if the nontraditional contractor has had more than \$8,000 in nontraditional Short Form Contracts in the last 12 months. If the nontraditional contractor has not, go to step 13. If the nontraditional contractor has, treat them as a traditional Short Form contractor, go to step 20.              |
| Branch Staff and Contractor | (13) | Review the Short Form Contract orientation form with the nontraditional contract and have them sign the form. After the nontraditional contractor signs the orientation form, go to step 14. If the nontraditional contractor will not sign the orientation form, go to step 3 above to select a new contractor. |
| Branch Staff                | (14) | Require a nontraditional contractor to have a criminal history record check. Criminal history record checks will be conducted through SOSCF according to the procedures described in OAR 413-330-0090 (see SOSCF Policy III-D.1.1.2 entitled "Criminal History Record Checks for Nontraditional Contractors").   |
| Branch Manager              | (15) | Review the nontraditional contractor's criminal history record check and determine if the nontraditional contractor may be   |

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|                         |      | <p>used to provide services. Review of the criminal history record check will be done in accordance with OAR 413-330-0090 (see SOSCF Policy III-D.1.1.2 entitled "Criminal History Record Checks for Nontraditional Contractors"). If the OAR/policy allows the nontraditional contractor to be used, go to step 16 below. If the OAR/policy does not allow the nontraditional contractor to be used, go to step 3 above to select a new contractor.</p> |
| Branch Staff            | (16) | <p>Review SOSCF's child abuse and neglect assessment information to identify if there are any concerns or reasons why using a nontraditional contractor may not be in the best interest of the child.</p>  |
| Branch Manager          | (17) | <p>Determine if the concerns or reasons identified by the check of SOSCF's child abuse and neglect assessment information would prevent contracting with the nontraditional contractor. If there is no information concerning child abuse and neglect, go to step 18 below. If there is a record(s) of information concerning child abuse and neglect, go to step 3 above to select a new contractor.</p>  |
| Branch Staff and Client | (18) | <p>Request client to sign the "DISPUTE RESOLUTION AGREEMENT" form. The client's signature and participation are voluntary.</p>   |
| Branch Staff            | (19) | <p>If the nontraditional contractor will be providing client transportation services, verify that the nontraditional contractor has a valid State of Oregon driver's</p>   |

license and that the nontraditional contractor has automobile liability insurance coverage that has limits equivalent to but not less than what the Oregon Financial Responsibility Law (ORS 806.060) requires. If the nontraditional contractor has a valid driver's license and adequate automobile liability insurance coverage, go to step 20 below. If either the valid driver's license or the adequate automobile liability insurance cannot be verified, go to step 3 above to select a new contractor.

- (20) Complete the appropriate Short Form Contract by filling in the contractor's name, contract begin date, contract end date, service(s) to be performed, agreed-upon client outcomes, consideration amount, and payment rate and send Short Form Contract to contractor.
- Contractor (21) Contractor signs Short Form Contract. The contractor must submit proof of all required insurance(s).
- Branch Manager (22) Review the Short Form Contract to insure that it complies with this policy. If the Short Form Contract is not in compliance with this policy, go to step 23 below. If it is in compliance, go to step 24 below.
- (23) Negotiate with the contractor to get the Short Form Contract in compliance with policy. If the Short Form Contract comes into compliance with this policy, go to step 24 below. If the Short Form Contract continues to be out of

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|                                    |      | <p>compliance with this policy, go to step 3 above to select a new contractor or contact DHR Contracts and Procurement Unit for assistance. No changes or additions are allowed to the Short Form Contract format.</p>  |
| Branch Manager                     | (24) | Sign and execute the Short Form Contract. Services can begin.   |
| Branch Staff                       | (25) | Complete a DHR Short Form Contract Cover Sheet. Send the Cover Sheet and one copy of the Short Form Contract, with original signature, and other required information and documents to DHR Contracts within one (1) working day.  |
| DHR Contracts and Procurement Unit | (26) | Review executed Short Form Contract to assure: (1) The contractor meets Oregon's independent contractor requirements; (2) The contractor is properly classified as either a traditional or nontraditional contractor; (3) The Short Form Contract Form has been properly completed; (4) The Short Form Contract form has not been changed or modified in any way; (5) The time period for the Short Form Contract is within the parameters set in this policy; (6) The contracted dollar amount is within the parameters set in this policy; (7) The services are within the parameters set in this policy. If the Short Form Contract meets all of the above requirements, DHR Contracts and Procurement Unit will set up a contract file for each Short Form Contract. DHR Disbursements Unit will mail the contractor a supply of Contract |

- Payment Vouchers (CF294A). If DHR Contracts and Procurement Unit identifies something that appears questionable with a Short Form Contract, go to step 27 below.
- (27) Notify Field Operations of any Short Form Contract that varies from this policy or may appear questionable.
- Field Operations (28) Review and make final determination concerning Short Form Contract reported to them by the DHR Contracts and Procurement Unit. Notify the DHR Contracts and Procurement Unit, in writing, of issue resolution on any Short Form Contracts reported to them. DHR Contracts and Procurement Unit will file any Field Operations notifications in the appropriate contract file. If Field Operations determines an issue cannot be resolved, go to step 29 below.
- (29) Request DHR Contracts and Procurement Unit, in writing, to terminate the Short Form Contract with seven (7) days written notice as allowed in this policy and the Short Form Contract.
- DHR Contracts and Procurement Unit (30) Complete the Termination Notice and send it to the contractor and copies to SOSCF Branch Manager and Field Operations.

### **(3) Short Form Contract Monitoring and Administration**

- Branch Staff (1) Monitor the Short Form Contract for the following: (1) Contract has not expired while services are still being provided; (2) Funds available in the

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|                |     |   |
|----------------|-----|---|
|                |     | contract are sufficient to cover the service yet to be provided; (3) Contractor is providing all required reporting and services.   |
| Contractor     | (2) | Provide contracted services.  |
|                | (3) | Submit billing to SOSCF on form specified in the Short Form Contract.   |
| Branch Manager | (4) | Review the contractor's billing(s) for accuracy, completeness and appropriateness. If billing is complete, sign the billing form and forward it to the DHR Disbursement Unit. If there is a billing problem, request an SOSCF staff to contact the contractor and resolve the problem. When the problem is resolved, sign the contractor billing and submit it to the DHR Disbursements Unit. |