

	Department of Human Services CHILDREN, ADULTS & FAMILIES ADMINISTRATIVE MANAGEMENT MANUAL III	NUMBER: III-D.1.1.1 OAR: 413-330-0900 / 1010
	ISSUED BY: Program Performance & Reporting	SECTION: D. Contract Management
	EFFECTIVE DATE: <i>TEMPORARY RULE</i> January 1 thru June 28, 2004	SUBSECTION: 1. General Requirements 1. Criteria for Personal and Professional Services Contracting
SUBJECT: 1. Short Form Contracts - Oregon Administrative Rules		

Interpretation: Business Manager Approval: _____
 Assistant Administrator,
 Responsible Manager: Business Manager Management Operations
 Management Operations

- REFERENCES:** ORS 670.600
 ORS 279.727 and 279.729
 OAR 125 Division 20
 Short Form Contract Traditional Template
 Short Form Contract Cover Sheet

413-330-0900
Purpose

These administrative rules describe how, when, and who may use the System of Care (SOC) Short Form Personal Services Contract. These rules also describe how SOC Short Form Personal Services Contract approval authority will be delegated to a Children, Adults and Families (CAF) Child Welfare program manager or supervisor. A Child Welfare program manager or supervisor, who has delegated approval authority to sign a SOC Short Form Personal Services Contract, is responsible for the proper use and processing of all SOC Short Form Contracts they sign. The approval authority to sign a SOC Short Form Contract, cannot be delegated to any Child Welfare staff lower than a Child Welfare program manager or supervisor.

Stat. Auth.: ORS 418.005
 Stats. Implemented: ORS 279.727, 279.729

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 DHS 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 DHS custody, is also considered a child for purposes of these rules.
- (3) "Client": Means a child or adult receiving services from DHS.
- (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) "Execute Contract": Means a contract has received all the required approval(s) and signatures. A Contract is authorized to begin services after a contract has been fully executed.
- (7) "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.
- (8) "Independent 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).
- (9) "Nontraditional Contractor": Means an individual (who is at least 18 years of age) or a business not currently licensed by DHS/CAF as provided for by CAF Private Child Care Agency Licensing rules (OAR 413-220-0000 through 413-220-0160),

period.

- (10) "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).
- (11) "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 DHS as part of the Department's System of Care Settlement Agreement with the Juvenile Right's Project, Inc., and developed by DHS to provide expedited service delivery to children and families within parameters set in these rules.
- (12) "System of Care Contractor" or "SOC Contractor": Means an individual or business contracted with DHS and paid with flexible funds allocated by DHS as part of the Department's System of Care Settlement Agreement with the Juvenile Right's Project, Inc.
- (13) "System of Care Settlement Agreement": Means the agreement between the Oregon Department of Human Services and the Juvenile Right's Project, Inc. which includes provisions for the use of flexible funds in meeting the individual needs of children and their families in order to promote safety, permanency and well being.
- (14) "CAF": Means the State of Oregon, Department of Human Services, Children, Adults and Families.
- (15) "Traditional Contractor": Means an individual who is at least 18 years of age and who has exceeded \$8,000.00 in total SOC contracts during the preceding 12 month period, regardless of funding source or purpose; or a business currently licensed by DHS/CAF as provided for by CAF Private Child Care Agency Licensing rules (OAR 413-220-0000 through 413-220-0160).

Stat. Auth.: ORS 418.005

Stats. Implemented: ORS 279.727, 279.729

413-330-0920
Policy

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) DHS; and
 - (e) Other interested parties.
- (2) Services are designed to meet the child(ren)'s needs and reach the agreed-upon outcomes.
- (3) The System of Care Short Form Contract will help CAF staff expedite the contract process for specific types of services to meet agreed-upon outcomes. The SOC 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 SOC Short Form Contracts, to the local Child Welfare program manager or supervisor.
- (4) A SOC Short Form Contract can be used when all of the following conditions are met:
- (a) The contractor meets the definition of an independent contractor;
 - (b) Services are:
 - (A) Provided for a specific child, sibling group, or primary care giver.
 - (B) Provided to help the children and/or family reach mutually agreed-upon outcomes.

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 DHS 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 SOC Short Form Contract, will be written to describe the agreed-upon outcomes and the services to be provided. Outcomes will be specifically related to one or more of the following goals:
- (a) Safety: Prevent placement or re-entry into care and ensure child's safety in the home.
 - (b) Permanency: Prevent movement in care and ensure stability in the living situation or facilitate permanency for children for whom the plan is 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 child's well-being by enhancing the family's capacity to provide for their children's needs.
 - (f) Well-being: To facilitate child's well-being by ensuring children receive

employee/s to provide the contracted services. However, a nontraditional contractor cannot use an employee to provide the contracted services.

- (7) A SOC Short Form Contract may be terminated by DHS 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, regardless of the reason or circumstance, the contract cannot be executed and is void.
- (9) Once the contract is signed by both parties and executed, the SOC Short Form Contract and cover sheet must be forwarded to the CAF Technical Assistance Unit, by facsimile, within 24 hours of execution.

Stat. Auth.: ORS 418.005

Stats. Implemented: ORS 279.727, 279.729

413-330-0930

Contractor

- (1) A Short Form Contract will only be written with a provider who is an independent contractor.
- (2) A SOC Contractor must be at least 18 years of age.
- (3) Selecting a contractor for a SOC Short Form Contract will be done by direct negotiations. DHS 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 DHS 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 contracts the individual has with DHS, regardless of funding source or purpose, exceeds \$8,000 during a 12 month time period. At this point the insurance and liability coverage requirements increases. A traditional contractor will be required to meet all contractual insurance requirements, including obtaining professional liability insurance, if required by DHS. The 12 month time period is measured from the earliest contract begin

413-330-0940**Types of Service**

- (1) The types of services that a SOC Short Form Contract can be used with a traditional contractor include:
 - (a) Housing/Food: Housing/lodging/rent/deposits, utilities, home repairs, food, household necessities, cleaning services, supplies and equipment;
 - (b) Transportation: Includes transportation for visitation, as well as bus passes, other fares, auto repair, and reimbursement when family is transported by community or family member;
 - (c) Assessment/Testing/Evaluations: Includes psychiatric, psychological, psycho-social, behavioral, developmental, medical or educational which are not available through other resources including Administrative and other Medical budgets and school districts;
 - (d) Therapeutic and Rehabilitative Services: Family, group and individual therapy including drug and alcohol treatment services, not available through other sources, including OMAP and Administrative and Other Medical budgets, or family based services contracts (includes IFS, FSAT, Parent Training, etc);
 - (e) Skills Training/Support: Includes parent coaching, mentoring, psycho-social skills training and support, shadowing or one-on-one supervision and/or support of daily activities, transition support services, sub-care or in-home behavior support/management, and education which are not available through other resources including Administrative and Other Medical budgets and school districts;
 - (f) Support Services for Care Givers: Time-limited services for parents, foster parents and relative care takers not covered by other sources;
 - (g) Well-Being and Developmental Needs: Expenses related to school or recreational activities, including fees for sports, camps, school trips, music, arts or other activities. Includes activities related to a child's traditional or

shadowing or one-on-one supervision and/or support of daily activities, transition support services, sub-care or in-home behavior support/management, and education which are not available through other resources including Administrative and Other Medical budgets and school districts;

- (3) Goals and services must be entered into the DHS Integrated Information System (IIS) by the DHS worker. Enter the person letter for parent(s) and children benefitting from and/or participating in the authorized services.

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Stats. Implemented: ORS 279.727, 279.729

413-330-0950

Insurance

- (1) Traditional contractor insurance requirements. The coverage(s) and limit(s) of insurance(s) required for a traditional contractor are specified in their SOC Short Form Contract. DHS will require a traditional contractor to provide proof of all required insurance(s) before their SOC 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 DHS will require a nontraditional contractor to provide proof of:
 - (A) A valid Oregon driver's license; and
 - (B) Automobile liability coverage that has limits not less than what the Oregon Financial Responsibility Law (ORS 806.060) requires. The nontraditional contractor will maintain, and keep in effect, automobile insurance, at their own expense, during the terms of all of their SOC Short Form Contracts.
 - (b) The Nontraditional Contractor shall obtain, at their own expense, and keep in effect during the term of all SOC Short Form Contracts, Commercial General Liability insurance covering bodily injury and property damage in a form and with coverages that are satisfactory to the State. This insurance shall include

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413-330-0970

Criminal History Records Check for SOC Contractors

- (1) DHS 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 any responsibility for care, treatment or supervision of children or other vulnerable persons.
- (2) All SOC Contractors are subject to a Criminal History Records check as described in CAF Child Welfare policy III-D.1.1.2 (OAR 413-330-0085 through 413-330-0105). 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 CAF Child Welfare policy III-D.1.1.2.
- (3) Once the Contractor has been approved and the contract has been initiated, and prior to service being performed, the Contractor shall verify that any employee or volunteer who will have contact with children in the course of their duties has not been convicted of child abuse, offenses against persons, sexual offenses, 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, DHS will check all SOC contractors against CAF's child abuse and neglect assessment information.
- (2) DHS will maintain the confidentiality of client information in accordance with CAF administrative rules on "Confidentiality" (OAR 413-010-0000 through 413-010-0075).

413-330-0990**Unauthorized Services**

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 DHS staff who have contract approval authority. Any DHS 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.

Stat. Auth.: ORS 418.005

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413-330-1000**Delegation of Short Form Contract Approval Authority**

- (1) A Child Welfare program manager or supervisor can request, in writing, to the CAF Program Performance and Reporting Administrator, that they be delegated SOC Short Form Contract approval authority. Working with the DHS Office of Contracts and Procurement, SOC Short Form Contract approval authority may be granted by the Program Performance and Reporting Administrator, or their delegate, when all of the following conditions have been met:
 - (a) Management staff, including but not limited to: 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 CAF Program Performance and Reporting staff and staff from the DHS Contracts and Procurement unit;
 - (b) The Child Welfare program manager has submitted an implementation plan, to the Administrator of CAF Program Performance and Reporting, or their delegate, that describes how SOC Short Form Contracts will be processed at the local field office. The field office implementation plan will be submitted after the management staff has received the SOC Short Form Contract training;
 - (c) Staff from the CAF Program Performance and Reporting program will review all implementation plans to ensure compliance with these administrative

Child Welfare program manager or supervisor. The CAF Administrator or their delegate will delegate Short Form Contract approval authority after the field office management staff has received training and the implementation plan has been approved. The Child Welfare program manager or supervisor is responsible for the proper processing and use of the SOC Short Form Contract. The Child Welfare program manager or supervisor cannot delegate Short Form Contract approval authority and contract responsibilities.

- (2) The CAF Administrator for Program Performance and Reporting or designee is delegated Short Form Contract approval authority.

Stat. Auth.: ORS 418.005

Stats. Implemented: ORS 279.727, 279.729

413-330-1010

Responsibilities of Child Welfare Program Managers or Supervisors with Delegate Authority

- (1) The Child Welfare program manager or supervisor will be responsible for the following duties relating to SOC Short Form Contracts after they have been delegated approval authority. The responsibility for some of these duties may be delegated. Duties that a Child Welfare program manager or supervisor may delegate and those duties that cannot be delegated are listed below.
 - (a) Duties a Child Welfare program manager or supervisor 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 SOC contractor;
 - (C) Determine if a contractor has the required insurance;
 - (D) Negotiate the following contract conditions:
 - (i) Services;

- (v) Contract payment rate and number of services units.
 - (E) Monitor and act as the DHS Contract Administrator on the SOC Short Form Contract to ensure that the contractor is meeting all terms and conditions in the contract.
- (b) Duties that a Child Welfare program manager or supervisor cannot delegate:
- (A) Determine if the services being contracted for are the same as services provided by DHS staff;
 - (B) Determine if the contractor has a criminal history record in accordance with Child Welfare policy III-D.3.1.1.2 that would prevent DHS from contracting with the contractor;
 - (C) Determine if there are concerns or reasons why using the contractor may not be in the best interest of the child by checking CAF'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 Child Welfare program manager or supervisor, who have received the proper delegated authority, have both signed the Short Form Contract;
 - (E) Signing and authorizing payments resulting from the performance of contracted service(s).
- (2) The Child Welfare program manager or supervisor may be held personally liable for the cost of services provided prior to a SOC Short Form Contract being fully executed or for services provided outside the scope of the services identified in the SOC Short Form Contract.

Stat. Auth.: ORS 418.005

Stats. Implemented: ORS 279.727, 279.729