

MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA

Wednesday, September 11, 2019 at 9:00 a.m.

Irrigon Branch of the Oregon Trail Library District, Community Room

490 N.E. Main Ave., Irrigon, Oregon

AMENDED

1. **Call to Order and Pledge of Allegiance - 9:00 a.m.**
2. **City/Citizen Comments:** Individuals may address the Board on topics not on the agenda
3. **Open Agenda:** The Board may introduce subjects not on the agenda
4. **Consent Calendar**
 - a. Accounts Payable dated September 12th; Three Payroll Payables, August 29th, \$195,428.53; August 21st, \$18,718.44; July 15th, \$1,615.29; Retirement Taxes, September 3rd, \$26,563.41
 - b. ~~Vehicle Fleet Inventory Postponed~~
 - c. Letter verifying BOC approval of Community Corrections Plan Intergovernmental Agreement #5854
 - d. Amendment 1 to Highway Safety Improvement Program Agreement #31234 for Sign Upgrades
 - e. **Purchase Pre-Authorization Request from Parks Department for Forestry Brush Cutter using Oregon Parks & Recreation Department ATV Grant funds**
 - f. **Authorize Administrator to sign Victims of Crime Act/Criminal Fine Account application award documents & reporting forms**
5. **Business Items**
 - a. Permit Application to Build on the Right-of-Way #OOL from Umatilla Electric Cooperative, Olson Road near the intersection with Wilson Lane, Electric Transmission Line; and Permit Application to Build on the Right-of-Way #OOR from UEC, Bombing Range Road 4.8 miles from the intersection with Homestead Lane, Electric Transmission Line (Carla McLane, Planning Director)
 - b. Permit Application Process Discussion (Carla McLane)
 - c. Adjusted Revenue from Oregon Department of Veterans' Affairs; Sign County Application for ODVA Funds (Linda Skendzel, Veterans Services Officer)
 - d. Oregon Health Authority Intergovernmental Agreement for Behavioral Health Services - Overview and Discussion (Kate Knop, Finance Director)
 - e. Reclassification Request for Review to the Board of Commissioners (Karmen Carlson, Human Resources Director)
 - f. Collective Bargaining Team for Retirement Plan Redesign (Darrell Green, Administrator)
 - g. Irrigon Building Update (Darrell Green)
 - h. Intergovernmental Agreement between Morrow County, City of Boardman, Port of Morrow & Oregon Department of Transportation for Planning Work to Complete an Update to the POM Interchange Area Management Plan (Carla McLane)
 - i. Morrow County, City of Boardman, Port of Morrow & ODOT Request for Proposals for Qualified Consultants to Complete an Update to the POM Interchange Area Management Plan (Carla McLane)

- j. ~~Wheatridge Road Use & Maintenance Agreement (Darrell Green)~~
- 6. Department Reports**
 - a. Planning Department Monthly Report (Carla McLane)
- 7. Correspondence**
- 8. Commissioner Reports**
- 9. Executive Session** – Pursuant to ORS 192.660(2)(e) – To conduct deliberations with persons designated by the governing body to negotiate real property transactions
- 10. Signing of documents**
- 11. Adjournment**

Agendas are available every Friday on our website (www.co.morrow.or.us/boc under “Upcoming Events”). Meeting Packets can also be found the following Monday.

The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting to Roberta Lutchter at (541) 676-5613.

Pursuant to ORS 192.640, this agenda includes a list of the principal subjects anticipated to be considered at the meeting; however, the Board may consider additional subjects as well. This meeting is open to the public and interested citizens are invited to attend. Executive sessions are closed to the public; however, with few exceptions and under specific guidelines, are open to the media. The Board may recess for lunch depending on the anticipated length of the meeting and the topics on the agenda. If you have anything that needs to be on the agenda, please notify the Board office before noon of the preceding Friday. If something urgent comes up after this publication deadline, please notify the office as soon as possible. If you have any questions about items listed on the agenda, please contact Darrell J. Green, County Administrator at (541) 676-2529.



AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

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(For BOC Use)

Item #

40

Please complete for each agenda item submitted for consideration by the Board of Commissioners
(See notations at bottom of form)

Presenter at BOC: P&P Director Lt. Dan Robbins

Phone Number (Ext): 5512

Department: Sheriff's Office

Requested Agenda Date: September 11, 2019

Short Title of Agenda Item:

(No acronyms please)

Sign letter of approval for State Budget for Parole & Probation

This Item Involves: (Check all that apply for this meeting.)

- | | |
|---|--|
| <input type="checkbox"/> Order or Resolution | <input type="checkbox"/> Appointments |
| <input type="checkbox"/> Ordinance/Public Hearing: | <input type="checkbox"/> Update on Project/Committee |
| <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading | <input type="checkbox"/> Consent Agenda Eligible |
| <input type="checkbox"/> Public Comment Anticipated: | <input type="checkbox"/> Discussion & Action |
| Estimated Time: | Estimated Time: |
| <input type="checkbox"/> Document Recording Required | <input type="checkbox"/> Purchase Pre-Authorization |
| <input type="checkbox"/> Contract/Agreement | <input checked="" type="checkbox"/> Other |

N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity:

Contractor/Entity Address: 7/1/2019 - 6/30/2021

Effective Dates -- From: Through:

Total Contract Amount: \$1,160,562 Budget Line: 510-113.3.30-3599

Does the contract amount exceed \$5,000? Yes No

Reviewed By:

[Signature] 9/3/19 DATE Department Director

Required for all BOC meetings

[Signature] 9/9/19 DATE Administrator

Required for all BOC meetings

DATE County Counsel

*Required for all legal documents

[Signature] 9/9/19 DATE Finance Office

*Required for all contracts; other items as appropriate.

DATE Human Resources

*If appropriate

*Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

Note: All other entities must sign contracts/agreements before they are presented to the Board of Commissioners (originals preferred). Agendas are published each Friday afternoon, so requests must be received in the BOC Office by 1:00 p.m. on the Friday prior to the Board's Wednesday meeting. Once this form is completed, including County Counsel, Finance and HR review/sign-off (if appropriate), then submit it to the Board of Commissioners Office.

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):

This is the letter of approval required by the State of Oregon, stating that the Morrow County Board of Commissioners has reviewed, voted and approved the State Budget (IGA# 5854) regarding the Sheriff's Office Parole and Probation State Budget.

The Board took action on the State Budget for Parole and Probation earlier, approving, but the state is requiring this letter be signed also.

2. FISCAL IMPACT:

~~None~~ further, than was already disclosed at the time the state budget for P&P was presented.

S10-113.3.30.3599 \$ 580,281. 2019-2020
↑ 580,281 2020-2021

3. SUGGESTED ACTION(S)/MOTION(S):

Suggest signing the letter that the State of Oregon is requiring for their budget process.

Attach additional background documentation as needed.



P.O. Box 788 • Heppner, OR 97836
541-676-5613
www.co.morrow.or.us

Board of Commissioners

Commissioner Jim Doherty, Chair
Commissioner Melissa Lindsay
Commissioner Don Russell

September 11, 2019

The attached 2019-2021 Intergovernmental Agreement #5854, Morrow County Community Corrections Plan, has been reviewed and approved by the Morrow County Board of Commissioners.

Jim Doherty, Chair

Melissa Lindsay, Commissioner

Don Russell, Commissioner

**INTERGOVERNMENTAL AGREEMENT #5854
BETWEEN THE STATE OF OREGON AND MORROW COUNTY**

This Intergovernmental #5854 (Agreement) is between the State of Oregon acting by and through its Department of Corrections, hereafter called DEPARTMENT, and Morrow County, hereafter called COUNTY.

Whereas, DEPARTMENT is an agency of the State of Oregon and COUNTY is a unit of local government of the State of Oregon and both parties desire to cooperate by agreement to provide correctional services in COUNTY within the requirements as authorized by ORS 423.475 to 423.565;

Whereas, the Legislative Assembly of Oregon enacted legislation establishing shared responsibility between county corrections programs and the Department on a continuing basis (ORS 423.475 to 423.565);

Whereas, ORS 144.106 provides "the supervisory authority shall use a continuum of administrative sanctions for violations of post-prison supervision";

Whereas, ORS 144.334 provides that the Board of Parole and Post-Prison Supervision may authorize issuance of citations by supervising officers;

Whereas, ORS 144.343 provides that the Board of Parole and Post-Prison Supervision may delegate the authority to impose sanctions as provided in ORS 144.106 and to continue a violator on parole or post-prison supervision with the same or modified conditions;

Whereas, ORS 423.478(2)(a) - (f) assigns responsibility for all offenders on probation, parole, post-prison supervision and those offenders sentenced or revoked for periods of one year or less, and on conditional release to COUNTY;

Whereas, ORS 137.545 and 137.595 provide that courts may delegate the authority to parole/probation officers to impose sanctions for probationers through a system of Structured Sanctions; and

Whereas, ORS 423.555 requires DEPARTMENT, with cooperation from COUNTY, to establish and operate a Statewide Evaluation and Information System and to monitor effectiveness of corrections services provided to criminal offenders under ORS 423.500 to 423.560.

Now, therefore, THE PARTIES HERETO, in consideration of the mutual promises, terms and conditions hereinafter provided, agree to the following:

I. DEFINITIONS

- A. Amendment: Any change to this Agreement that alters the terms and conditions of the Agreement, effective only after all parties have signed and all approvals have been obtained. Plan Modifications are **NOT** Amendments.
- B. Budget Summary: The part of the County Corrections Plan that reflects the amount of County Corrections Grant funds granted by DEPARTMENT to COUNTY to implement the programs in the Plan. The Budget Summary is attached to this Agreement as Exhibit A.
- C. Community Corrections Manager: Individual designated by COUNTY pursuant to ORS 423.525 as responsible for administration of the community corrections programs as set forth by the Plan.
- D. County Corrections: All County agencies and officials who carry out the responsibilities in ORS 423.478(2)(a)-(f) and the activities of carrying out those responsibilities.
- E. County Community Corrections Plan or Plan: A document developed by the Local Public Safety Coordinating Councils and adopted by COUNTY's governing body pursuant to ORS 423.525 and 423.535 and received by DEPARTMENT's director or designee.
- F. County Community Corrections Plan Modification: A written change or alteration to the County Corrections Plan promulgated by COUNTY modifying the Plan subject to ORS 423.525, effective upon the date the written change or alteration has been submitted to the DEPARTMENT representative under this Agreement.
- G. County Community Corrections Grant: Grant(s) made by DEPARTMENT to assist COUNTY in the implementation and operation of county corrections programs including, but not limited to, preventive or diversionary correctional programs, probation, parole, post-prison supervision work release and local correctional facilities and programs for offenders.
- H. Offender: Any person under supervision who is on parole, post-prison supervision, transitional leave, work release, local control, and/or probation status.
- I. Sanctions or Structured Sanctions: A response to Offender violations of conditions of supervision that uses custody units.

- J. Statewide Evaluation and Information System: The Corrections Information Systems (CIS) including the Offender Profile System (OPS), the Integrated Supervision Information System (ISIS), Case Management for Institutions (CMI), Offender Management System (OMS), Offender Information System (OIS), Interstate Compact Offender Tracking System (ICOTS), and related case management modules.
- K. Supervisory Authority: The local corrections official or officials designated in each COUNTY by that COUNTY's Board of County Commissioners or county court to operate corrections supervision services, custodial facilities or both.

II. AUTHORITY AND DURATION

A. Authority

This Agreement is entered into pursuant to the provisions of ORS 423.520.

B. Duration

This Agreement will become effective on **July 1, 2019** and will remain in effect until **June 30, 2021** or until terminated according to Section X, captioned TERMINATION.

III. PLAN; PLAN MODIFICATIONS

- A. County Community Corrections Plan: COUNTY will create a County Community Corrections Plan meeting the requirements of ORS 423.525 outlining the basic structure of supervision, services, and local sanctions to be applied to Offenders sentenced or convicted of felonies and designated drug-related misdemeanors and on supervision in the county. The Plan consists of program descriptions and budget allocations and is included by this reference as part of this Agreement. The Plan must be received and approved by DEPARTMENT before disbursements can be made by COUNTY.
- B. Plan Modifications: COUNTY and DEPARTMENT agree that the Plan must remain a flexible instrument capable of responding to unforeseen needs and requirements. COUNTY may modify the Plan according to ORS 423.525 and the administrative rules thereunder governing the support and development of County Corrections Programs. A copy of all Plan Modifications will be marked in sequence beginning with the designation "Plan Modification 1" and attached to the above-mentioned Plan. DEPARTMENT will notify COUNTY of any concerns about the modification or the need for an amendment within a 30 calendar day period after DEPARTMENT receives the Plan Modification.

- C. Notice of Modification: No Plan Modifications shall take effect until COUNTY gives written notice to DEPARTMENT, in a form approved by DEPARTMENT. DEPARTMENT shall provide to COUNTY an approved form for modifications as soon as practicable after execution of this Agreement.

IV. AMENDMENTS GENERALLY

The terms of this Agreement shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written Amendment signed by the parties.

V. DUTIES AND RESPONSIBILITIES OF COUNTY

- A. COUNTY shall assume administrative responsibility for correctional supervision and services within its jurisdiction, as outlined in the Plan.
- B. COUNTY shall designate a Community Corrections Manager.
- C. COUNTY will meet the goals for community corrections in Oregon described below:
 - 1. Reduce Criminal Behavior
 - a. Indicator: recidivism, as measured by arrest, conviction, or incarceration for a new crime within three years from initial admission to probation.
 - b. Indicator: recidivism, as measured by arrest, conviction, or incarceration for a new crime within three years from first release to parole/post-prison supervision.
 - 2. Enforce Court, Board of Parole and Post-Prison Supervision, and Local Supervisory Authority Orders:
 - a. Indicator: the percentage of positive case closures for Offenders on parole/post-prison supervision.
 - b. Indicator: the percentage of positive case closures for Offenders on probation.
 - 3. Assist Offenders to Change:
 - a. Indicator: employment rates for Offenders.
 - b. Indicator: substantial compliance with treatment requirements.
 - 4. Provide Reparation to Victims and Community
 - a. Indicator: the percentage of restitution and compensatory fines collected, owed to victims.

- b. Indicator: the percentage of community service hours provided by Offenders.

- D. Except as otherwise provided by the DEPARTMENT's rules or orders, COUNTY will adopt and implement a continuum of administrative sanctions used by DEPARTMENT and the Board of Parole and Post-Prison Supervision for violators of conditions of probation, parole and post-prison supervision as authorized by ORS 144.106, 144.334, 144.343 and 137.540 and the rules thereunder. COUNTY will manage local control post-prison supervision in accordance with the rules and practices of the Board of Parole and Post-Prison supervision.

- E. COUNTY will follow the Oregon Administrative Rules (OAR's) applicable to community corrections, including but not limited to the following:
 1. Computerized Information System Access and Security OAR 291-005-0005 through 291-005-0075.
 2. Case Transfer, OAR 291-019-0100 through OAR 291-019-0160.
 3. Searches, OAR 291-028-0100 through OAR 291-028-0115.
 4. Community Corrections Programs, OAR 291-031-0005 through OAR 291-031-0360.
 5. ~~Pre-sentence Investigation, OAR 291-038-0005 through 291-038-0060.~~
 6. Structured, Intermediate Sanctions OAR 291-058-0010 through OAR 291-058-0070.
 7. Short-term Transitional Leave, OAR 291-063-0100 through 291-063-0140.
 8. ~~Records Management, OAR 291-070-0100 through OAR 291-070-0140.~~
 9. Community Case Management, OAR 291-078-0005 through OAR 291-078-0031.
 10. Admission, Sentence Computation and Release, OAR 291-100-0005 through OAR 291-100-0160.
 11. Interstate Compact, OAR 291-180-0106 through OAR 291-180-0275.
 12. Sex Offenders, Special Provisions, OAR 291-202-0010 through 291-202-0130.
 13. Active and Inactive Probation, OAR 291-206-005 through 291-206-0030.
 14. Earned Discharge, OAR 291-209-0010 through 291-209-0070.
 15. Dangerous Offenders, OAR Chapter 255, Divisions 36 and 37.
 16. Release to Post-Prison Supervision or Parole and Exit Interviews, OAR Chapter 255, Division 60.
 17. Conditions of Parole and Post-Prison Supervision, OAR Chapter 255, Division 70.

18. Procedures for Response to Parole and Post-Prison Supervision Condition Violations for Offenders Under the Jurisdiction of the Board of Parole and Post-Prison Supervision or Local Supervisory Authority, OAR Chapter 255, Division 75.
 19. Active and Inactive Parole and Post-Prison Supervision, OAR Chapter 255, Division 94.
 20. Archiving, OAR Chapter 166.
- F. COUNTY will follow all applicable Federal and State civil rights laws including, but not limited to:
1. Federal Code, Title 5 USCA 7201 et seq. - Anti-discrimination in Employment.
 2. Oregon Statutes, Enforcement of Civil Rights: ORS 659A.009, 659A.006, and 659A.030.
 3. Americans with Disabilities Act.
- G. COUNTY will prepare and furnish such data, descriptive information and reports as may be requested by DEPARTMENT as needed to comply with ORS 423.520, which states in part, "The department shall require recipients of the grants to cooperate [. . .] in the collection and sharing of data necessary to evaluate the effect of community corrections programs on future criminal conduct." COUNTY will enter data into the Statewide Evaluation and Information Systems in a complete, accurate, and timely manner. COUNTY agrees to, and does hereby grant DEPARTMENT the right to reproduce, use and disclose all or any part of such reports, data and technical information furnished under this Agreement.
- H. COUNTY will permit authorized representatives of DEPARTMENT to make such review of records of COUNTY as may be necessary to satisfy audit or program review purposes. A copy of any audit or monitoring report will be made available to COUNTY.
- I. COUNTY will follow DEPARTMENT prescribed allotment and expenditure reporting system and shall provide this information on each discrete program in the COUNTY Corrections Plan. This system will be used for controlling County Corrections Grant funds by DEPARTMENT and to provide suitable records for an audit. COUNTY will make available to the DEPARTMENT copies of its annual audit report required by ORS 297.425.
- J. If funding from DEPARTMENT is reduced or discontinued by legislative action, COUNTY will not be required to increase use of COUNTY revenue ~~for continuing or maintaining corrections services as set out in this Agreement.~~ If funding is reduced below the amount set out in ORS 423.483, the County may elect to terminate pursuant to Section X, below.

- K. COUNTY will participate in all of the systems that comprise the Statewide Evaluation and Information Systems. COUNTY will enter and keep current information on offenders under supervision in the Law Enforcement Data System (LEDS) Enter Probation Record (EPR) System.
- L. COUNTY will retain responsibility for cases transferred to and accepted by another state under the terms of the Interstate Compact for Adult Offender Supervision, an agreement among states to provide supervision services for parole, post-prison, and probation Offenders that relocate to other states per ORS 144.610 and OAR 291-180-0106 through 291-180-0275.
- M. COUNTY will comply with ORS 182.515-182.525. Programs identified by the Community Corrections Commission and receiving any state grant funds shall be evidence based. Evidence based programs are delivered consistent with the findings in research about what works best to reduce recidivism.

VI. DEPARTMENT RESPONSIBILITIES

- A. DEPARTMENT will furnish to COUNTY, in a timely manner, those procedures, directives, records, documents and forms required for COUNTY to meet its obligations.
- B. Subject to system capacity and data processing capabilities, DEPARTMENT will furnish data, descriptive information and reports, available to DEPARTMENT and requested by COUNTY that will assist COUNTY in complying with DEPARTMENT requirements. This data includes, but is not limited to details regarding outcomes noted in Subsection V(C). DEPARTMENT hereby grants to COUNTY the right to reproduce, use, and disclose all or part of such reports, data, and technical information furnished under this Agreement.
- C. DEPARTMENT agrees to provide COUNTY an opportunity to review and comment on all new or revised administrative rules that have fiscal or programmatic impact on COUNTY.
- D. If by legislative action, funding from DEPARTMENT is reduced to COUNTY, DEPARTMENT agrees to provide reasonable notice and transition opportunity to COUNTY of changes that may significantly alter approved appropriations and programs.
- E. If COUNTY ceases to participate in County Corrections programs as described in ORS Chapter 423, DEPARTMENT may recover title and possession to property previously transferred to COUNTY or purchased by COUNTY with County Corrections Grant funds.

- F. DEPARTMENT grants to COUNTY continual access to the DEPARTMENT's computer system at no charge to COUNTY. All costs (including but not limited to any equipment or software upgrades) to ensure this access however, is the responsibility of COUNTY. If DEPARTMENT's computer is used in any way other than for pass-through of COUNTY data to the DEPARTMENT's system, COUNTY will provide support for additional activities. DEPARTMENT will provide timely notification and technical assistance when changes are made that impact applicable restrictions on the software, if any. If COUNTY uses DEPARTMENT's data circuits or network connections to access a third party jail management system, the terms of the attached Exhibit B apply. If DEPARTMENT determines that COUNTY has not complied with the terms of Exhibit B, DEPARTMENT may immediately suspend COUNTY access to DEPARTMENT's computer system.
- G. DEPARTMENT's Community Corrections Division will administer the provisions of the Interstate Compact for Adult Offender Supervision, an agreement among states to provide supervision services for parole, post-prison, and probation Offenders that relocate to other states per ORS 144.610 and OAR 291-180-0106 through 291-180-0275.
- H. DEPARTMENT will provide technical assistance to COUNTY in implementing and evaluating COUNTY's Plan.
- I. DEPARTMENT will provide technical assistance to COUNTY on changes in Oregon Statutes and Oregon Administrative Rules.

VII. FUNDS

- A. The Budget Summary, Exhibit A, lists the County Corrections Grant funds authorized under this Agreement for the implementation of the Plan during the term of this Agreement.
- B. The Plan and fully executed Intergovernmental agreement (IGA) must be received by the DEPARTMENT from the COUNTY. After receipt of both the Plan and IGA, DEPARTMENT will authorize payments to the COUNTY as scheduled in this Section VII.
- C. The first payment to COUNTY will occur as soon as possible after the DEPARTMENT's budget is legislatively approved and implemented and quarterly thereafter.
- D. The DEPARTMENT will disburse to COUNTY one eighth of the County Correction Grant Funds authorized under this Agreement within 15 days of

each of the following dates; 7/1/19, 10/1/19, 1/1/20, 4/1/20, 7/1/20, 10/1/20, 1/1/21, and 4/1/21.

DEPARTMENT's obligation to disburse County Correction Grant Funds is subject to satisfaction, on the date of each disbursement, of each of the following conditions:

1. COUNTY is in compliance with all terms and conditions of this Agreement;
 2. This Agreement has not been terminated; and
 3. DEPARTMENT has received funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow DEPARTMENT, in the exercise of its reasonable administrative discretion, to make the disbursement.
- E. Both parties agree that all reallocations of funds between or within programs shall require a County Community Corrections Plan Modification, except that COUNTY may reallocate up to ten percent of funds in any budget category in the approved Plan between or within programs without a County Community Corrections Plan Modification. COUNTY shall notify DEPARTMENT in writing of such reallocation within 30 days after making the reallocation.
- F. Unexpended Funds: Fund balances remaining at the termination of this agreement may be retained by the COUNTY, upon approval by the DEPARTMENT, for the provision of on-going supervision, correctional services, and sanctions in accordance with the Plan.
- G. Supervision fees collected by COUNTY will be used to offset costs of supervising the probation, parole, post-prison supervision or other supervised release pursuant to ORS 423.570 and its administrative rules, as amended from time to time.
- H. Unauthorized Expenditures: Any County Corrections Grant Funds expended for unauthorized purposes will be deducted by DEPARTMENT from subsequent payments under this Agreement or refunded to DEPARTMENT upon request.
- I. For purposes of the delivery of field corrections services, DEPARTMENT recognizes COUNTY as an ongoing partner for all County Corrections appropriations provided by the State of Oregon Legislature according to ORS 423.475 to 423.565.

- J. Funding for Sexually Violent Dangerous Offenders: After receipt and review of an invoice from the COUNTY, DEPARTMENT will reimburse COUNTY at the daily rate established by the DEPARTMENT for the intensive supervision of Offenders designated as sexually violent dangerous offenders by the Court or Board of Parole and Post-Prison Supervision only from the amount specifically appropriated for the increased level of supervision of such Offenders.
- K. In the event that the COUNTY retains funds to spend in the next biennium under Subsection VII(F), then Subsections VII (D)-(G) and (I)-(J) will survive termination or expiration of this Agreement.

VIII NONCOMPLIANCE

- A. The Assistant Director of Community Corrections or the Assistant Director's designee shall annually review COUNTY's compliance with this Agreement under ORS 423.500 to 423.560. COUNTY must substantially comply with the provisions of the Plan received by DEPARTMENT and this Agreement.
- B. If, upon review, DEPARTMENT determines that there are reasonable grounds to believe that COUNTY is not in substantial compliance with this Agreement or Plan, DEPARTMENT shall contact COUNTY regarding the alleged noncompliance and offer technical assistance to reach compliance. If COUNTY does not resolve the alleged noncompliance, DEPARTMENT shall, after giving COUNTY not less than 30 calendar days' notice, conduct a hearing to ascertain whether there is substantial compliance or satisfactory progress being made toward compliance. After technical assistance, which may include peer review or other assistance, is provided and the hearing occurs, DEPARTMENT may suspend any portion of the funding made available to COUNTY under ORS 423.500 to 423.560 until County complies as required.
- C. ~~In the event that a dispute arises, COUNTY may appeal to the Director of the Department of Corrections.~~

IX INDEMNIFICATION See Exhibit C

X TERMINATION

- A. It is understood and agreed by the parties hereto that this Agreement will remain in force only during its term and will not continue in force after its term. There will be no automatic extension, but this Agreement may be extended only by written Amendment.

- B. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement, including any part, term or provision of any appended material, is held by a court to be illegal or in conflict with any law of the State of Oregon or applicable administrative rule, that element of this Agreement including relevant appended materials will be void and without effect and will be treated by the parties as having been terminated as of the date of determination of the voidness.
- C. If COUNTY chooses to discontinue participation in the Plan as described in this Agreement and ORS 423.483(2), COUNTY may terminate participation at the end of any month by delivery of a resolution of the Board of Commissioners to the DEPARTMENT's Director or the Director's designee not less than 180 calendar days before the date on which COUNTY intends to discontinue its participation. Termination of COUNTY participation may occur only at the end of a month. This Agreement will terminate on the same date that COUNTY discontinues its participation in the Plan.
- D. If COUNTY terminates participation, the following will apply:
1. The responsibility for correctional services transferred to COUNTY and any unused County Corrections Grant funds will revert to DEPARTMENT.
 2. In no case does responsibility for supervision and provision of correctional services to non-designated drug-related misdemeanor offenders revert to DEPARTMENT.
- E. It is understood and agreed by the parties hereto that this Agreement will automatically terminate if the State of Oregon fails to provide any funding. If there is reduced state funding as described in ORS 423.483, County may terminate the Agreement as described herein.

XI COMPLIANCE WITH APPLICABLE LAW

Both Parties shall comply with all federal, state and local laws, regulations, executive orders, and ordinances to which each is subject and which is applicable to this Agreement. Without limiting the generality of the foregoing, the parties expressly agree to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to those laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. DEPARTMENT's performance under this Agreement is conditioned upon COUNTY's compliance with the provisions of ORS 279B.220, 279B.230, 279B.235 and 279B.270, as amended from time to time, which are made

applicable to this Agreement and incorporated herein by this reference. All employers, including COUNTY, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. COUNTY shall ensure that each of its subcontractors complies with these requirements.

Nothing in this Agreement shall require County or Department to act in violation of state or federal law or the Constitution of the State of Oregon.

XII ACCESS TO RECORDS

For not less than six (6) years after Agreement expiration or termination, DEPARTMENT, the Secretary of State's Office of the State of Oregon, the federal government, and their duly authorized representatives shall have access to the books, documents, papers and records of COUNTY which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts. COUNTY shall retain all pertinent records until the later of: (i) the date that is not less than six (6) years following the Agreement expiration or termination date or (ii) the date on which all litigation regarding this Agreement is resolved. COUNTY agrees that full access to DEPARTMENT will be provided in preparation for and during litigation and that copies of applicable records shall be made available upon request and payment by DEPARTMENT for the COUNTY's cost to produce the copies.

XIII SURVIVAL

All rights and obligations shall cease upon termination or expiration of this Agreement, except for the rights and obligations set forth in Sections IV, IX, X, XI, XII, XIII, and XIV.

XIV GOVERNING LAW; JURISDICTION; VENUE

The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

XV WAIVER

The failure of either party to enforce any provision of this Agreement will not constitute a waiver by that party of that or any other provision.

XVI EXECUTION AND COUNTERPARTS

This Agreement may be executed in several counterparts, each of which will be an original, all of which will constitute but one and the same instrument.

XVII MERGER; INTEGRATION

This instrument contains the entire agreement between the parties and no statement made by any party hereto, or agent thereof, not contained or attached with reference thereto in this written agreement will be valid or binding. This Agreement will supersede all previous communications, representations, whether verbal or written, between the parties hereto. This Agreement may not be enlarged, modified or altered except in writing, signed by the parties, and attached.

STATE OF OREGON
DEPT. OF CORRECTIONS

MORROW COUNTY
BOARD OF COMMISSIONERS

Jeremiah Stromberg, Asst. Director



Chair

Date

August 14, 2019

Date

Approved for Legal Sufficiency
Oregon Attorney General's Office:

/s/ Cynthia Byrnes per email dated 5/2/19
Assistant Attorney General

EXHIBIT A

**BUDGET SUMMARY
MORROW COUNTY
(to be added by DEPARTMENT after
COUNTY submission of the County Corrections Plan)**

Morrow County 2019-2021 Community Corrections Biennial Plan

Department of Corrections 2575 Center Street NE Salem, Oregon 97301-4667	<i>For Office Use Only</i> Date Received:
Address: 205 NE 3 rd , Irrigon OR. 97844 Phone: 541-314-5222 Fax: 541-922-5944	
Community Corrections Director/Manager: Dan Robbins Address: 205 NE 3 rd , PO Box 130, Irrigon OR. 97844 Phone: 541-314-5222 Fax: 541-922-5944 Email: dan.l.robbins@cc.doc.state.or.us	
Sheriff: Ken Matlack Address: 325 Willow View Dr. PO Box 159, Heppner OR. 97836 Phone: 541-676-3615 Fax: 541-676-5577 Email: kmatlack@co.morrow.or.us	
Jail Manager: Sarah Smith / Umatilla County Jail Address: 325 Willow View Dr. PO Box 159, Heppner OR. 97836 Phone: 541-676-3615 Fax: 541-676-5577 Email: ssmith911@co.morrow.or.us	
Supervisory Authority: Ken Matlack/ Sheriff Address: 325 Willow View Dr. PO Box 159, Heppner OR. 97836 Phone: 541-676-3615 Fax: 541-676-5577 Email: kmatlack@co.morrow.or.us	
Supervisory Authority: Dan Robbins Address: 205 NE 3 rd , PO Box 130, Irrigon OR. 97844 Phone: 541-314-5222 Fax: 541-922-5944 Email: dan.l.robbins@cc.doc.state.or.us	
LPSCC Contact: Melissa Lindsey Address: 110 S Court St, Heppner, OR 97836 Phone: (541) 676-5613 Fax: Email: mlindsay@co.morrow.or.us	

Biennial Budget

State Grant-in-Aid Fund:	\$945,357.00
Inmate Welfare Release Subsidy Fund:	\$2,725.00
DOC M57 Supplemental Fund:	_____
Treatment Transition Fund:	_____
CJC Justice Reinvestment Grant:	\$126,480.00
CJC Treatment Court Grant:	_____
County General Fund:	_____
Supervision Fees:	\$42,000.00
Other Fees:	\$44,000.00
Other State or Federal Grant:	_____
Other:	_____
<u>Total:</u>	\$1,160,562.00

Morrow County
2019-2021 Sanctions and Services

Please indicate the monthly average number of offenders that participate in the sanctions/services listed below; regardless of the funding source or how the sanction/service is paid for. In other words, even if it's paid for by grants, levy's, or the offender, it should be counted in the total.

Custody

Corrections/Work Center N/A

Electronic Home Detention 2

Jail 4

Substance Abuse - Inpatient 2

Non-Custody

Community Service/Work Crew 20

Cognitive N/A

Day Reporting Center N/A

Domestic Violence N/A

Drug Court N/A

Employment

Intensive Supervision 10

Mental Health Services 4

Polygraph 1

Sex Offender 4

Subsidy 1

Substance Abuse - Outpatient 40

Transition Services 2

Urinalysis 45

Other program/service provided that does not fit into any of the above categories

Program Name:	Administration
Program Category:	Administration
Program Description:	funding for office equipment, office supplies, UA testing supplies and LAB expenses, uniforms, work crew tools, tool repair, fuel, vehicles and vehicle repair
Program Objectives:	
Method(s) of Evaluation:	N/A

Monthly Average to be Served: 110

Type of Offender(s) Served:
 Probation
 Parole/Post-Prison
 Local Control

Crime Category:
 Felony
 Misdemeanor

Gender:
 Male
 Female

Risk Level:
 High
 Medium
 Low

Which Treatment Provider(s) Will You Use Within This Program?

Provider Name	Treatment Type <small>(i.e., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)</small>	CPC Y/N?	If Yes, Overall Score
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	

Funding Sources

- State Grant-In-Aid Fund \$247,615.00
- Inmate Welfare Release Subsidy Fund _____
- DOC M57 Supplemental Fund _____
- CJC Justice Reinvestment Grant _____
- CJC Treatment Court Grant _____
- County General Fund _____
- Supervision Fees \$42,000.00
- Other Fees (revenue) _____
- Other State or Federal Grant _____
- Other: Please Identify
- _____
- _____
- _____

Additional Comments:

Program Name:	Supervision
Program Category:	Supervision
Program Description:	To have two full time Probation and Parole Deputies and Director. The Director also carries an active caseload. To provide supervision of offender contacts via office visits, home visits, employment and field contacts. Conduct random UA's on offenders
Program Objectives:	To make sure that all offenders are compliant with all aspects of supervision conditions. If offender violates their supervision conditions they will be held accountable by intervention, house arrest sanction (GPS), Jail sanction or violation reports sent to the Courts
Method(s) of Evaluation:	Reports of sanctions and offender contacts through DOC 400

Monthly Average to be Served: 110

Type of Offender(s) Served: Probation
 Parole/Post-Prison
 Local Control

Crime Category: Felony
 Misdemeanor

Gender: Male
 Female

Risk Level: High
 Medium
 Low

Which Treatment Provider(s) Will You Use Within This Program?

Provider Name	Treatment Type <small>(ie. Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)</small>	GPC Y/N?	If Yes, Overall Score
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	

Funding Sources

- State Grant-In-Aid Fund \$346,942.00
- Inmate Welfare Release Subsidy Fund _____
- DOC M57 Supplemental Fund _____
- CJC Justice Reinvestment Grant \$126,480.00
- CJC Treatment Court Grant _____
- County General Fund _____
- Supervision Fees _____
- Other Fees (revenue) _____
- Other State or Federal Grant _____
- Other: Please Identify
- _____
- _____
- _____

Additional Comments:

Program Name:	Alcohol and Drug Treatment
Program Category:	Substance Abuse
Program Description:	To provide drug and alcohol treatment for addicted offenders that are on Felony and some Misdemeanors (HB2355) and Post-Prison Supervision
Program Objectives:	75% will be compliant with treatment and successfully complete program 2019-2021
Method(s) of Evaluation:	We received monthly reports on Offender's from treatment provider. Treatment provider will notify Probation Department of any positive UA's and No Show

Monthly Average to be Served: 30

Type of Offender(s) Served: Probation Parole/Post-Prison Local Control

Crime Category: Felony Misdemeanor

Gender: Male Female

Risk Level: High Medium Low

Which Treatment Provider(s) Will You Use Within This Program?

Provider Name	Treatment Type <small>(i.e. Anger Management, Cognitive DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)</small>	GPC Y/N?	If Yes, Overall Score
Community Counseling Solutions	Substance and Alcohol	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	

Funding Sources

- State Grant-In-Aid Fund \$48,000.00
- Inmate Welfare Release Subsidy Fund
- DOC M57 Supplemental Fund
- CJC Justice Reinvestment Grant
- CJC Treatment Court Grant
- County General Fund
- Supervision Fees
- Other Fees (revenue)
- Other State or Federal Grant
- Other: Please Identify
-
-
-

Additional Comments:

Program Name:	Custodial/Sanction Beds
Program Category:	Custodial/Sanction Beds
Program Description:	Provide jail beds for sanctioned and sentenced offenders
Program Objectives:	Jail Beds for sanctioned and sentenced offenders and to gain compliance of offenders on supervision
Method(s) of Evaluation:	Use evidence based structured sanctions

Monthly Average to be Served: 4

- Type of Offender(s) Served: Crime Category: Gender: Risk Level:
- Probation Felony Male High
 Parole/Post-Prison Misdemeanor Female Medium
 Local Control _____ _____ Low

Which Treatment Provider(s) Will You Use Within This Program?

Provider Name	Treatment Type <small>(i.e. Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)</small>	CPC Y/N?	If Yes, Overall Score
N/A		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	

Funding Sources

- State Grant-In-Aid Fund 172,800.00
- Inmate Welfare Release Subsidy Fund
- DOC M57 Supplemental Fund
- CJC Justice Reinvestment Grant
- CJC Treatment Court Grant
- County General Fund
- Supervision Fees
- Other Fees (revenue)
- Other State or Federal Grant
- Other: Please Identify
- _____
- _____
- _____

Additional Comments:

Program Name:	GPS or Electronic Bracelet
Program Category:	Community-Based Custodial Alternatives
Program Description:	Electronic Monitoring
Program Objectives:	Place offender on an electronic bracelet on house arrest instead of using a jail bed
Method(s) of Evaluation:	Offenders will be monitored via GPS and notifications will be sent to cell phones

Monthly Average to be Served: 2-3
 Type of Offender(s) Served: Probation Parole/Post-Prison Local Control
 Crime Category: Felony Misdemeanor
 Gender: Male Female
 Risk Level: High Medium Low

Which Treatment Provider(s) Will You Use Within This Program?

Provider Name	Treatment Type <small>(ie. Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)</small>	CPG Y/N?	If Yes, Overall Score
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	

Funding Sources

- State Grant-In-Aid Fund \$10,000.00
- Inmate Welfare Release Subsidy Fund
- DOC M57 Supplemental Fund
- CJC Justice Reinvestment Grant
- CJC Treatment Court Grant
- County General Fund
- Supervision Fees
- Other Fees (revenue)
- Other State or Federal Grant
- Other: Please Identify
-
-
-

Additional Comments:

Program Name:	Sex Offender Treatment
Program Category:	Sex Offender Services
Program Description:	To provide treatment for sex offenders on felony probation and post-prison supervision
Program Objectives:	75% or more will be complaint with treatment and succesfully complete the program in 2019-2021
Method(s) of Evaluation:	Monthly reports, Full Disclosure Polygraph, Maintenance Polygraph

Monthly Average to be Served: 4

- Type of Offender(s) Served: Crime Category: Gender: Risk Level:
- Probation Felony Male High
- Parole/Post-Prison Misdemeanor Female Medium
- Local Control Low

Which Treatment Provider(s) Will You Use Within This Program?

Provider Name	Treatment Type <small>(ie. Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient, Substance Abuse, or Outpatient Substance Abuse)</small>	CPC Y/N?	If Yes, Overall Score
Community Counseling Solutions	Sex Offender	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	

Funding Sources

- State Grant-In-Aid Fund \$10,000.00
- Inmate Welfare Release Subsidy Fund
- DOC M57 Supplemental Fund
- CJC Justice Reinvestment Grant
- CJC Treatment Court Grant
- County General Fund
- Supervision Fees
- Other Fees (revenue)
- Other State or Federal Grant
- Other: Please Identify
-
-
-

Additional Comments:

Program Name:	Transitional Housing
Program Category:	Transition Services
Program Description:	Morrow County does not have any transitional housing. This program will be to place offenders that are being released on STTL, released from prison on Post-Prison Supervision, or placed on Probation that do not have a residence to live a temporary place to stay at a local motel. Offenders will be required to work off the cost of motel on our work crew program
Program Objectives:	To give offenders a temporary place to reside until they make other living arrangements
Method(s) of Evaluation:	NA

Monthly Average to be Served: 2

Type of Offender(s) Served:
 Probation
 Parole/Post-Prison
 Local Control

Crime Category:
 Felony
 Misdemeanor

Gender:
 Male
 Female

Risk Level:
 High
 Medium
 Low

Which Treatment Provider(s) Will You Use Within This Program?

Provider Name	Treatment Type <small>(i.e., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)</small>	GPC Y/N?	If Yes, Overall Score
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	

Funding Sources

- State Grant-In-Aid Fund 10,000.00
- Inmate Welfare Release Subsidy Fund 2,725.00
- DOC M57 Supplemental Fund _____
- CJC Justice Reinvestment Grant _____
- CJC Treatment Court Grant _____
- County General Fund _____
- Supervision Fees _____
- Other Fees (revenue) _____
- Other State or Federal Grant _____
- Other: Please Identify
- _____
- _____
- _____

Additional Comments:

Program Name:	Work Crew
Program Category:	Community Service and Work Crew
Program Description:	Our Work Crew program is supervised by a work crew supervisor. He takes the work crew out on jobs sites in Morrow County. At times the supervisor will assign offenders to a non-profit/public agency willing to provide direct supervision and monitor hours
Program Objectives:	Provide sentencing/sanction alternatives for the courts and the supervising officer. 80% or more of the offenders referred for work crew will successfully complete their hours in 2019-2021
Method(s) of Evaluation:	Reports are sent to the courts and to the supervising officer by the work crew supervisor

Monthly Average to be Served: 20

Type of Offender(s) Served: Probation
 Parole/Post-Prison
 Local Control

Crime Category: Felony
 Misdemeanor

Gender: Male
 Female

Risk Level: High
 Medium
 Low

Which Treatment Provider(s) Will You Use Within This Program?

Provider Name	Treatment Type <small>(ie. Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)</small>	CPC Y/N?	If Yes, Overall Score
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	

Funding Sources

- State Grant-In-Aid Fund \$100,000.00
 - Inmate Welfare Release Subsidy Fund
 - DOC M57 Supplemental Fund
 - CJC Justice Reinvestment Grant
 - CJC Treatment Court Grant
 - County General Fund
 - Supervision Fees
 - Other Fees (revenue) \$44,000.00
 - Other State or Federal Grant
- Other: Please Identify
- -
 -

Additional Comments:

EXHIBIT B

MORROW COUNTY

NETWORK ACCESS BY COUNTY

1. COUNTY jail users will be permitted to use existing DEPARTMENT data circuits to access third party systems. Access is permitted for jail management system application users only. COUNTY jail users will not be permitted to use DEPARTMENT circuits for video conferencing, Real Audio, Internet access, applications that require large amounts of bandwidth, or other jail management software online service or system unless approved by DEPARTMENT. COUNTY jail users will be permitted to use DEPARTMENT's data circuits for video image transmissions using a NIST standard (available from DEPARTMENT upon request).

A. All network traffic covered by this agreement will employ TCP/IP network protocols.

B. DEPARTMENT will continue its policy of only providing one router to each county. This means that if COUNTY's jail and the parole and probation office are located in separate buildings, COUNTY will be responsible for providing a connection between the two buildings.

2. COUNTY understands and acknowledges that DEPARTMENT is subject to the public records provision of ORS 192.410 through 192.505 and other applicable laws and administrative rules which establish uniform guidelines and procedures for the release of information from DEPARTMENT's computer system.

**EXHIBIT C
INDEMNIFICATION
MORROW COUNTY**

Contribution

If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the Department is jointly liable with the County (or would be if joined in the Third Party Claim), the Department shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the County in such proportion as is appropriate to reflect the relative fault of the Department on the one hand and of the County on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Department on the one hand and of the County on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Department's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the Department had sole liability in the proceeding.

With respect to a Third Party Claim for which the County is jointly liable with the Department (or would be if joined in the Third Party Claim), the County shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Department in such proportion as is appropriate to reflect the relative fault of the County on the one hand and of the Department on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the County on the one hand and of the Department on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The County's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

Alternative Dispute Resolution

The parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

Indemnification by Subcontractors

County shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of County's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

Subcontractor Insurance Requirements

GENERAL

County shall require its first tier contractor(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the contractors perform under contracts between County and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. ~~The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to County.~~ County shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, County shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. County shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall County permit a contractor to work under a Subcontract when the County is aware that the contractor is not in compliance with the insurance requirements. ~~As used in this section, a "first tier" contractor is a contractor with which the county directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.~~

TYPES AND AMOUNTS

PROFESSIONAL LIABILITY

Professional Liability Insurance covering any damages caused by an error, omission or negligent act related to the services to be provided under the Subcontract, with limits not less than \$2,000,000, as determined by the Department:

"TAIL" COVERAGE If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of: (i) the contractor's completion and County's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and the Department may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If Department approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE The contractor or its insurer must provide 30 days' written notice to County before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE County shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.



AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 1 of 2)

(For BOC Use)
Item #

4d

Please complete for each agenda item submitted for consideration by the Board of Commissioners
(See notations at bottom of form)

Staff Contact: Sandi Pointer Phone Number (Ext): 541-989-9500
Department: Morrow County Public Works - ROAD Requested Agenda Date: 9-~~27~~-2019
Short Title of Agenda Item: Highway Safety Improvement Program Amendment No. 01
(No acronyms please)

This Item Involves: (Check all that apply for this meeting.)

<input type="checkbox"/> Order or Resolution	<input type="checkbox"/> Appointments
<input type="checkbox"/> Ordinance/Public Hearing:	<input type="checkbox"/> Update on Project/Committee
<input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading	<input type="checkbox"/> Consent Agenda Eligible
<input type="checkbox"/> Public Comment Anticipated:	<input type="checkbox"/> Discussion & Action
Estimated Time:	Estimated Time:
<input type="checkbox"/> Document Recording Required	<input type="checkbox"/> Purchase Pre-Authorization
<input type="checkbox"/> Contract/Agreement	<input checked="" type="checkbox"/> Other Amendment Number 1

N/A Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity:
Contractor/Entity Address:
Effective Dates – From: Through:
Total Contract Amount: Budget Line:
Does the contract amount exceed \$5,000? Yes No

Reviewed By:

[Signature] 8/27/19 DATE Department Head Required for all BOC meetings

[Signature] 9/19/19 DATE Admin. Officer/BOC Office Required for all BOC meetings

J. Nelson email 8-27-19 DATE County Counsel *Required for all legal documents

DATE Finance Office *Required for all contracts; other items as appropriate.

DATE Human Resources *If appropriate

*Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

Note: All other entities must sign contracts/agreements before they are presented to the Board of Commissioners (originals preferred). Agendas are published each Friday afternoon, so requests must be received in the BOC Office by 1:00 p.m. on the Friday prior to the Board's Wednesday meeting. Once this form is completed, including County Counsel, Finance and HR review/sign-off (if appropriate), then submit it to the Board of Commissioners Office.

Rev: 3/28/18

AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 2 of 2)

1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):

The Oregon Department of Transportation (ODOT) is responsible for administering Oregon's Highway Safety Improvement (HSIP) Program. All roads within the state of Oregon are eligible to receive HSIP funding under the All Roads Transportation Safety (ARTS) Program. Morrow County had submitted Major collectors that qualified for the program. Tower Road and Willow Creek Road qualified for the improvements. The project cost for these sign improvements will be the \$30,500.00 these funds are from HSIP administered with ODOT funds. This is an amendment to the agreement and believe just some technical and formality changes that needed to be completed, original agreement was signed in 2016 and believe ODOT had this amendment was not completed on their end.

2. FISCAL IMPACT:

Actually no fiscal impact at this time with Revenue and Expenditure this is a formality of an agreement. Project asset is in the amount of \$30,500.00 Completed by ODOTs contractors.

3. SUGGESTED ACTION(S)/MOTION(S):

Motion to accept and sign the Amendment Number 01 to agreement 31234.

Attach additional background documentation as needed.

**LOCAL AGENCY AGREEMENT
HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP)
Region 5 Local Jurisdiction Sign Upgrades 2016
Various County Roads
Morrow County
Key # 19509**

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State," and MORROW COUNTY, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statutes (ORS) 190.110, 366.572 and 366.576, state agencies may enter into cooperative agreements with counties, cities and units of local governments for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.
2. Tower Road and Willow Creek Road are a part of the county road system under the jurisdiction and control of Agency.
3. The purpose of this Agreement is for State to construct sign upgrades for the State's Region 5 Local Jurisdiction Sign Upgrades 2016 project and allow State or its contractor to construct said improvements within Agency's right of way.
4. The purpose of this Agreement is to cover State's obligations with Morrow County for its Sign Upgrades project (Key Number 19509) as listed in the Statewide Transportation Improvement Program (STIP), Region 5 Local Jurisdiction Sign Upgrades 2016. This Agreement addresses only the Morrow County portion of the project. The remaining portions of the project are covered under separate Agreements within Region 5.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

DEFINITIONS

1. "Total Project Cost" means the estimated amount as shown in this Agreement.

TERMS OF AGREEMENT

1. Under such authority, State and Agency agree to State constructing sign upgrades along Tower Road and Willow Creek Road within county's jurisdiction or right of way, hereinafter referred to as "Project." The Project consists of installing,

Agency/State
Agreement No. 31234

upgrading, maintaining, removing or re-installing of signs. The location of the Project are identified on the list attached hereto, marked "Exhibit A," and by this reference made a part hereof.

2. The Project will be conducted as a part of the Highway Safety Improvement Program (HSIP) under Title 23, United States Code. The Total Project Cost is estimated at \$127,700.00. The Project will be financed with HSIP funds at the maximum allowable federal participating amount. The match from the local jurisdiction is not required for this Project due to the Projects location and scope being identified in the ODOT Federal Highway Safety Improvement Program (HSIP) Transition Process. State shall be responsible for the difference between the estimated Project cost and the available HSIP funds, and any additional costs above the estimate.
3. State will submit the requests for federal funding to Federal Highway Administration (FHWA). The federal funding for this Project is contingent upon approval of each funding request by FHWA. Any work performed prior to acceptance by FHWA or outside the scope of work will be considered nonparticipating and paid for at State expense.
4. Agency shall grant State the right to place on Agency right of way those necessary traffic control and directional signs required to complete the Project.
5. Upon completion of the Project, Agency shall accept ownership and maintenance of all signs upgrades and improvements done as part of this Project. This Agreement does not change the existing jurisdiction or maintenance of any roadway, signals, traffic control devices, signage or appurtenances.
6. State considers Agency a subrecipient of the federal funds it receives as reimbursement under this Agreement. The Catalog of Federal Domestic Assistance (CFDA) number and title for this Project is 20.205, Highway Planning and Construction.
7. The term of this Agreement will begin upon execution and will terminate upon completion of the Project and final payment or ten (10) calendar years following the date of final execution, whichever is sooner.
8. Agency shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Agency's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the Parties that State shall, in all instances, except for Claims arising solely from

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the negligent or willful acts or omissions of State, be indemnified by the contractor and subcontractor from and against any and all Claims.

9. Any such indemnification shall also provide that neither Agency's contractor and subcontractor nor any attorney engaged by Agency's contractor and subcontractor shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at any time at its election assume its own defense and settlement in the event that it determines that Agency's contractor is prohibited from defending the State of Oregon, or that Agency's contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Agency's contractor if the State of Oregon elects to assume its own defense.
10. This Agreement may be terminated by mutual written consent of both Parties.
11. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
 - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - c. If Agency fails to provide payment of its share of the cost of the Project.
 - d. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - e. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.
12. Any termination of this Agreement will not prejudice any rights or obligations accrued to the Parties prior to termination.

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13. a. Information required by 2 CFR 200.331(a), except for (xiii) Indirect cost rate, shall be contained in the USDOT FHWA Federal Aid Project Agreement for this Project, a copy of which shall be provided by ODOT to Agency with the Notice to Proceed.
 - b. The indirect cost rate for this project at the time the agreement is written is zero (0)percent
14. Special Provisions attached hereto, marked Attachment 1 and by this reference made a part hereof. The Parties hereto mutually agree to the terms and conditions set forth in Special Provisions, Attachment 1. In the event of a conflict, this Agreement will control over Attachment 1.
15. Agency, as a recipient of federal funds, pursuant to this Agreement with State, shall assume sole liability for Agency's breach of any federal statutes, rules, program requirements and grant provisions applicable to the federal funds, and will, upon Agency's breach of any such conditions that requires State to return funds to the Federal Highway Administration, hold harmless and indemnify State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of Agency, the indemnification amount will be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
16. State and Agency hereto agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
17. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
18. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
19. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. In the event of conflict, the body of this Agreement and the attached Exhibits will control over Project application and documents provided by Agency to State. There are no understandings, agreements, or representations, oral or written, not specified herein 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 and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be

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effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

20. State's Contact for this Agreement is HSIP Program Manager is Doug Bish, Traffic-Roadway Section, 4040 Fairview Drive SE, MS 5, Salem, OR 97302, 503-986-3594, doug.w.bish@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

21. Agency's Contact for this Agreement is Burke O' Brien, Public Works Director, Morrow County, PO Box 428, Heppner, Oregon 97836. Phone: (541) 989-9500, mcroad@co.morrow.or.us, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

This Project is in the 2015-2018 Statewide Transportation Improvement Program (STIP), (Key #19509) that was adopted by the Oregon Transportation Commission on December 18, 2014 (or subsequently by amendment to the STIP).

SIGNATURE PAGE TO FOLLOW

Agency/State
Agreement No. 31234

MORROW COUNTY, by and through its
Board of Commissioners

By Senny K. Sellma
Commissioner

Date 3/23/2016

By Siann Bea
Commissioner

Date 3-23-2016

By [Signature]
Commissioner

Date 3/23/2016

**APPROVED AS TO LEGAL
SUFFICIENCY** (If required in local process)

By [Signature]
Agency Counsel

Date 3/23/2016

Agency Contact:
Burke O' Brien, Public Works Director
Morrow County
PO Box 428
Heppner, OR 97836
(541) 989-9500
mcroad@co.morrow.or.us

State Contact:
Sean Maloney, Project Manager
242 S. Broadway Ave.
Ontario, OR 97914
Phone: (541) 823-4025
Email: sean.maloney@odot.state.or.us

STATE OF OREGON, by and through
its Department of Transportation

By [Signature]
Region 5 Manager

Date 3/25/16

By [Signature]
HSIP Program Manager

Date 3-29-16

Attest:

[Signature]
Morrow County Clerk



SPECIAL PROVISIONS

1. State, or the consultant, shall conduct the necessary field surveys, environmental studies, traffic investigations, foundation explorations, hydraulic studies, assist with acquisition of necessary right of way and easements; obtain all required permits and arrange for all utility relocations/adjustments. State or the consultant shall conduct all work components necessary to complete the Project.
2. Upon State's award of the construction contract, State, or the consultant, shall be responsible for all required materials testing and quality documentation; and prepare necessary documentation with State-qualified personnel, to allow State to make all contractor payments. Contract administration, construction engineering and inspection will follow the most current version of the *ODOT Construction Manual* and the *ODOT Inspector's Manual*.
3. Agency guarantees the availability of Agency funding in an amount required to fully fund Agency's share of the Project.
4. State may make available the State's On-Call Preliminary Engineering (PE), Design and Construction Engineering Services consultant for Local Agency Projects upon written request. If Agency chooses to use said services, Agency agrees to manage the work performed by the Consultant and reimburse State for payment of any Consultant costs that are not eligible as HSIP participating costs or that are not included as part of the total cost of the Project.
5. State will perform work throughout the duration of the Project and shall provide a preliminary estimate of State costs for this work. Prior to the start of each Project phase State shall provide an updated estimate of State costs for that phase. Such phases generally consist of Preliminary Engineering, Right of Way, Utility, and Construction. Agency understands that State's costs are estimates only and agrees to reimburse State for actual cost incurred per of this Agreement.
6. State and Agency agree that the useful life of this Project is defined as ten (10) years.
7. Agency grants State the right to enter onto Agency right of way for the performance of duties as set forth in this Agreement.
8. If Agency fails to meet the requirements of this Agreement or the underlying federal regulations, State may withhold the Agency's proportional share of Highway Fund distribution necessary to reimburse State for costs incurred by such Agency breach. Agency will be ineligible to receive or apply for any Title 23, United States Code funds until State receives full reimbursement of the costs incurred.

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Agreement No. 31234

EXHIBIT A

As provided in this Agreement, State or its contractor shall perform sign upgrades on Agency's right of way on the following roads, as approved in writing by both Parties and hereinafter incorporated into this Agreement.

Agency Owned Roads

Tower Road
Willow Creek Road

**AMENDMENT NUMBER 01
LOCAL AGENCY AGREEMENT
HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP)
Region 5 Local Jurisdiction Sign Upgrades 2016
Various County Roads
Morrow County
Key # 19509**

This is Amendment No. 01 to the Agreement between the **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as "State," and Morrow County, acting by and through its elected officials, hereinafter referred to as "Agency," entered into an Agreement on March 29, 2016.

It has now been determined by State and Agency that the Agreement referenced above shall be amended to decrease Project scope and funding.

Effective Date. This Amendment shall become effective on the date it is fully executed and approved as required by applicable law.

1. Amendment to Agreement.

a. RECITALS, Paragraph 2, Page 1, which reads:

1. Tower Road and Willow Creek Road are a part of the county road system under the jurisdiction and control of Agency.

Shall be deleted in its entirety and replaced with the following:

1. Tower Road is a part of the county road system under the jurisdiction and control of Agency.

b. TERMS OF AGREEMENT, Paragraph 1, Page 1, which reads:

1. Under such authority, State and Agency agree to State constructing sign upgrades along Tower Road and Willow Creek Road within county's jurisdiction or right of way, hereinafter referred to as "Project." The Project consists of installing, upgrading, maintaining, removing or re-installing of signs. The location of the Project are identified on the list attached hereto, marked "Exhibit A," and by this reference made a part hereof.

Shall be deleted in its entirety and replaced with the following:

1. Under such authority, State and Agency agree to State constructing sign upgrades along Tower Road within county's jurisdiction or right of way, hereinafter referred to as "Project." The Project consists of installing, upgrading, maintaining, removing or re-installing of signs. The location of the Project are identified on the list attached hereto, marked "Revised Exhibit A," and by this reference made a part hereof.

TERMS OF AGREEMENT, Paragraph 2, Page 2, which reads:

2. The Project will be conducted as a part of the Highway Safety Improvement Program (HSIP) under Title 23, United States Code. The total Project cost is estimated at \$127,700.00. The Project will be financed with HSIP funds at the maximum allowable federal participating amount. The match from the local jurisdiction is not required for this Project due to the Projects location and scope being identified in the ODOT Federal Highway Safety Improvement Program (HSIP) Transition Process. State shall be responsible for the difference between the estimated Project cost and the available HSIP funds, and any additional costs above the estimate.

Shall be deleted in its entirety and replaced with the following:

2. The Project will be conducted as a part of the Highway Safety Improvement Program (HSIP) under Title 23, United States Code. The total Project cost is estimated at \$30,500. The Project will be financed with HSIP funds at the maximum allowable federal participating amount. The match from the local jurisdiction is not required for this Project due to the Projects location and scope being identified in the ODOT Federal Highway Safety Improvement Program (HSIP) Transition Process. State shall be responsible for the difference between the estimated Project cost and the available HSIP funds, and any additional costs above the estimate.

Exhibit A shall be deleted in its entirety and replaced with the attached Revised Exhibit A. All references to "Exhibit A" shall hereinafter be referred to as "Revised Exhibit A."

2. **Counterparts.** This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
3. **Original Agreement.** Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. Agency certifies that the representations, warranties and certifications in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

Agency/State
Agreement No. 31234-01

This Project is in the 2015-2018 Statewide Transportation Improvement Program (STIP), (Key #19509) that was adopted by the Oregon Transportation Commission on December 18, 2014 (or subsequently by amendment to the STIP).

Signature Page to Follow



MORROW COUNTY, by and through its
Board of Commissioners

STATE OF OREGON, by and through
its Department of Transportation

By _____
Jim Doherty, Chair

By _____
Region 5 Manager

Date _____

Date _____

By _____
Melissa Lindsay, Commissioner

By _____
HSIP Program Manager

Date _____

Date _____

By _____
Don Russell, Commissioner

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY** *(If required in local
process)*

By _____
Agency Counsel

Date _____

Agency Contact:
Matt Scrivner, Public Works Director
Morrow County
PO Box 788
Heppner, OR 97836
(541) 989-9500
mscrivner@co.morrow.or.us

State Contact:
Sean Maloney, Project Manager
242 S. Broadway Ave.
Ontario, OR 97914
Phone: (541) 823-4025
Email: sean.maloney@odot.state.or.us

Agency/State
Agreement No. 31234-01

REVISED EXHIBIT A

As provided in this Agreement, State or its contractor shall perform sign upgrades on Agency's right of way on the following roads, as approved in writing by both Parties and hereinafter incorporated into this Agreement.

Agency Owned Road

Tower Road



AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 1 of 2)

(For BOC Use)
Item #
4e

Please complete for each agenda item submitted for consideration by the Board of Commissioners
(See notations at bottom of form)

Presenter at BOC: Greg Close
Department: Morrow county Parks
Short Title of Agenda Item:
(No acronyms please)

Phone Number (Ext): 541-989-9500
Requested Agenda Date:

Purchase Pre-Authorization of forestry head

This Item Involves: (Check all that apply for this meeting.)
Order or Resolution
Ordinance/Public Hearing:
1st Reading 2nd Reading
Public Comment Anticipated:
Estimated Time:
Document Recording Required
Contract/Agreement
Appointments
Update on Project/Committee
Consent Agenda Eligible
Discussion & Action
Estimated Time:
Purchase Pre-Authorization
Other

N/A
Purchase Pre-Authorizations, Contracts & Agreements
Contractor/Entity: Diamond Mowers
Contractor/Entity Address: 350 E 60th street N. Sioux Falls SD 57104
Effective Dates - From: Through:
Total Contract Amount: 23,765.00 Budget Line: 238-300-5-40-4103
Does the contract amount exceed \$5,000? Yes No

Reviewed By:

Department Director Required for all BOC meetings
Administrator Required for all BOC meetings
County Counsel *Required for all legal documents
Finance Office *Required for all contracts; other items as appropriate.
Human Resources *If appropriate
* Allow 1 week for review (submit to all simultaneously). When each office has notified (the submitting department of approval, then submit the request to the BOC for placement on the agenda.

Note: All other entities must sign contracts/agreements before they are presented to the Board of Commissioners (originals preferred). Agendas are published each Friday afternoon, so requests must be received in the BOC Office by 1:00 p.m. on the Friday prior to the Board's Wednesday meeting. Once this form is completed, including County Counsel, Finance and HR review/sign-off (if appropriate), then submit it to the Board of Commissioners Office.

AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 2 of 2)

1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):

This piece of equipment will be purchased through grant funds that have already been approved by 2019-2020 Oregon State Parks O & M Grant. (see attached)

Diamond Mowers

1 FBS060-C 60" Skid Steer Forestry Brush Head Cutter with replaceable teeth and planers and hardware with shipping
\$23,765.00

Western State Cat

1 S/N TDB-SS ECO Mulcher, freight and maintenance Kit with teeth
\$25,401.59

Bobcat of Pasco

1 60" Diamond Forestry Head and Freight
\$23,856.00

2. FISCAL IMPACT:

Funds to be taken out of line Item 238-300-5-40-4103

3. SUGGESTED ACTION(S)/MOTION(S):

Motion to purchase one FBS060-C 60" Forestry Brush Cutter with 44-0793 hardware kit and freight from Diamond Mowers.inc in the amount of \$23,765.00

Attach additional background documentation as needed.



Bill To Name	MORROW COUNTY PARKS (OR)	Ship To Name	MORROW COUNTY PARKS (OR)
Bill To	365 W HIGHWAY 74 LEXINGTON, OR 97839	Ship To	365 W HIGHWAY 74 LEXINGTON, OR 97839
Customer	MORROW COUNTY PARKS (OR)	Contact Name	Greg Close
Date	10/25/2018	Primary Phone	(541) 989-9500
		Mobile Phone	(541) 240-1741

Quantity	Product Code	Product	List Price	Sales Price	Ext Cost
1.00	FBS060-C	60" Skid Steer Forestry Brush Cutter - includes 1/2" male flat face couplers for pressure & return lines, and 3/8" male & female couplers for case drain, if applicable	\$26,151.00	\$21,950.00	\$21,950.00
1.00	44-0793	Tooth Kit 60" Skid-Steer Forestry Brush Cutter (48 teeth & 2 planers with hardware)	\$1,265.00	\$1,083.00	\$1,083.00

Total Cost	\$23,033.00
Freight	\$732.00
Grand Total	\$23,765.00

Skid Steer Make	NEW HOLLAND	Lead Time	1-2 weeks
-----------------	-------------	-----------	-----------

Operating Requirements Safety glass is mandatory. This product must not be used without a shatter resistant cab enclosure

Quote Special Instructions Lexan door required. 1-2 week production. Must have minimum 32 gpm flow rate.

Prepared By	Jon Decker
Phone	(214) 425-3550
Email	jdecker@diamondmowers.com
OP	OP014445
Quote Number	00015702

DIAMOND MOWERS, INC.
350 E. 60th Street N
Sioux Falls, SD 57104
(605) 977-3300 ph | (605) 655-5870 fx
www.diamondmowers.com

Quote is good 60 days from quote date.

Oregon Parks and Recreation Department All-Terrain Vehicle (ATV) Grant Program Agreement

THIS AGREEMENT ("Agreement") is made and entered into by and between the State of Oregon, acting by and through its **Oregon Parks and Recreation Department**, hereinafter referred to as "OPRD" or the "State" and **Morrow County Parks Department** hereinafter referred to as the "Grantee".

OPRD Grant Number: **ATV 19-14**
Project Title: **MGCOHV 2019-2021 O&M**
Project Type (purpose): **Operations and Maintenance**
Project Description: This project requests funding for trail maintenance, fencing, signage, equipment maintenance, wages, publications, sanitation and fees for the operations and maintenance of staging areas and trail systems at the MGCOHV Park. The Project is further described in the Application included as Attachment A.

Grant Funds /
Maximum Reimbursement: **\$661,800** (79.83%)
Grantee Match Participation: **\$167,173** (20.17%)
Total Project Cost: **\$828,973**

Grant Payments / Reimbursements: Grant funds are awarded by the State and paid on a reimbursement basis, and only for the Project described in this Agreement, and the original Application included as Attachment A. To request reimbursement, Grantee shall use OPRD's online grant management system accessible at <http://oprdrgrants.org>. The request for reimbursement shall include documentation of all project expenses plus documentation confirming project invoices have been paid. Grantee may request reimbursement as often as quarterly for costs accrued to date.

Fiscal Year-End Request for Reimbursement: Grantee must submit a Progress Report and a Reimbursement Request to OPRD for all Project expenses, if any, accrued up to **June 30**, of each fiscal year. The Fiscal Year-End Reimbursement Request must be submitted to OPRD by **July 31**.

Reimbursement Terms: Based on the estimated Project Cost of **\$828,973** and the Grantee's Match participation rate of **20.17%**, the reimbursement rate will be **79.83%**. Upon successful completion of the Project and receipt of the final reimbursement request, the State will pay Grantee the remaining Grant Funds balance, or **79.83%** of the total cost of the Project, whichever is less.

Matching Funds: The Grantee shall contribute matching funds or the equivalent in labor, materials, or services, which are shown as eligible match in the rules, policies and guidelines for the ATV Grant Program. Volunteer labor used as a match requires a log with the name of volunteer, dates volunteered, hours worked, work location and the rate used for match, to be eligible.

Progress Reports: Grantee shall submit Progress Reports with each Reimbursement Request or, at a minimum, at **three-month intervals**, starting from the effective date of the Agreement. Progress Reports shall be submitted using OPRD's online grant management system accessible at oprdrgrants.org.

Agreement Period: The effective date of this Agreement is the date on which it is fully executed by both parties. Unless otherwise terminated or extended, the Project shall be completed by **June 30, 2021**. If project is completed before the designated completion date, this Agreement shall expire on the date final reimbursement payment is made by OPRD to Grantee.

Retention: OPRD shall disburse up to 90 percent of the Grant Funds to Grantee on a cost reimbursement basis upon approval of invoices submitted to OPRD. OPRD will disburse the final 10 percent of the Grant Funds upon approval by OPRD of the completed Project and the Final Progress Report.

Final Request for Reimbursement: Grantee must submit a Final Progress Report and a Final Reimbursement Request to OPRD within 45 days of the Project Completion Date.

Project Sign: When project is completed, Grantee shall post an acknowledgement sign of their own design, or one supplied by the State, in a conspicuous location at the project site, consistent with the Grantee's requirements, acknowledging grant funding and the State's participation in the Project.

Agreement Documents: Included as part of this Agreement are:
Attachment A: Project Application including Description and Budget
Attachment B: Standard Terms and Conditions

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents is as follows, listed from highest precedence to lowest precedence: this Agreement without Attachments; Attachment B; Attachment A.

Contact Information: A change in the contact information for either party is effective upon providing notice to the other party:

Grantee Administrator
Kirsti Cason
Morrow County Parks Department
P.O. Box 428
Lexington, OR 97839
(541) 989-9500
kcason@co.morrow.or.us

Grantee Billing Contact
Kirsti Cason
Morrow County Parks Department
P.O. Box 428
Lexington, OR 97839
(541) 989-9500
kcason@co.morrow.or.us

OPRD Contact
Mike Law, ATV Program Rep
Oregon Parks & Rec. Dept.
725 Summer ST NE STE C
Salem, OR 97301
541-991-1989
mike.law@oregon.gov

Signatures: In witness thereof, the parties hereto have caused this Agreement to be properly executed by their authorized representatives as of the last date hereinafter written.

GRANTEE

By: 
Signature

Jim Doherty
Printed Name

Chair, Board of Commissioners
Title

May 1, 2019
Date

Oregon Department of Justice (ODOJ) approved for legal sufficiency for grants exceeding \$150,000:

By: Kristen Ennis
ODOJ Signature or Authorization

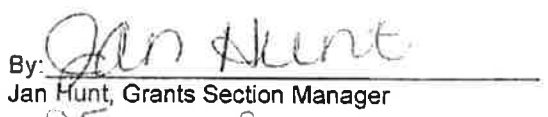
Printed Name/Title

by email on April 12, 2019
Date

**STATE OF OREGON
Acting By and Through Its
OREGON PARKS AND RECREATION DEPT.**

By: _____
Daniel Killam, Deputy Director of Administration

Date

By: 
Jan Hunt, Grants Section Manager

05.10.19
Date

By: _____
Mike Law, ATV Program Representative

Date

Attachment B – Standard Terms and Conditions

Oregon Parks and Recreation Department All-Terrain Vehicle (ATV) Grant Program Agreement

1. **Compliance with Law:** Grantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to implementation of the Project, including without limitation, ORS 390.550 – 390.590, OAR 736.004.0005 – 736.004.0030, the current ATV Grant Program Manual and all other State adopted policies, guidelines and procedures.
2. **Compliance with Workers Compensation Laws:** All employers, including Grantee, that employ subject workers who provide services in the State of Oregon shall comply with ORS.656.017 and provide the required Worker's Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included.
3. **Amendments:** This Agreement may be amended only by a written amendment to the Agreement, executed by the parties.
4. **Expenditure Records:** Grantee shall document, maintain and submit records to OPRD for all Project expenses in accordance with generally accepted accounting principles, and in sufficient detail to permit OPRD to verify how Grant Funds were expended. These records shall be retained by the Grantee for at least six years after the Agreement terminates. The Grantee agrees to allow Oregon Secretary of State auditors and State agency staff access to all records related to this Agreement for audit and inspection and monitoring of services. Such access will be during normal business hours, or by appointment. Grantee shall ensure that each of its subgrantees and subcontractors complies with these requirements.
5. **Equipment:** Equipment purchased with ATV Grant Program funds must be used as described in the Project Agreement and Application throughout the equipment's useful life. The Grantee will notify the State prior to the disposal of equipment and will coordinate with the State on the disposal to maximize the equipment's ongoing use for the benefit of the ATV Grant Program.

Equipment purchased with ATV grant funds must display a sticker supplied by the State, showing the ATV Grant funding source. The vehicle ID or a serial number, together with a photograph of equipment purchased with ATV grant funds shall be submitted to OPRD within 90 days of purchase. The Grantee is responsible for maintaining all equipment purchased under this agreement. The State must be notified prior to any sale or disposal of equipment purchased under this agreement. The Grantee agrees to return the equipment to the State for redistribution to other OHV programs should the Grantee end the project or OHV activities related to the Project at any time during the equipment's useful life. The Grantee is responsible for maintaining all equipment purchased under this agreement.

6. **Contribution:** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense

and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the State is jointly liable with the Grantee (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Grantee in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Grantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the Grantee on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which the Grantee is jointly liable with the State (or would be if joined in the Third Party Claim), the Grantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the Grantee on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Grantee on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

Grantee shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantee's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims.

7. **Inspection of Equipment and Project Property:** Grantee shall permit authorized representatives of the State or its designees to perform site reviews of the Project, and to inspect all Equipment, real property, facilities, and other property purchased by Grantee as part of the Project
8. **Public Access:** The Grantee shall allow open and unencumbered public access to the completed Project to all persons without regard to race, color, religious or political beliefs, sex, national origin or place of primary residence.
9. **Condition for Disbursement:** Disbursement of grant funds by OPRD is contingent upon OPRD having received sufficient funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow OPRD, in the exercise of its reasonable administrative discretion, to make the disbursement and upon Grantee's compliance with the terms of this Agreement. The Grantee may bill for reimbursable expenditures by utilizing OPRD's online Reimbursement System at OPRDgrants.org

Electronic Progress Reports: Grantee must submit a Progress Report online prior to submitting a

request for reimbursement. Grantees shall submit reimbursement requests at a minimum of three-month intervals, starting from the project effective project start date.

Progress Reports are due on the following:

Period beginning January 1, ending March 31, report is due on April 30.

Period beginning April 1, ending June 30, report is due July 31.

Period beginning July 1, ending September 30, report is due October 31.

Period beginning October 1, ending December 31, report is due January 31.

10. **No Third-Party Beneficiaries.** OPRD and Grantee are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as intended beneficiary of the terms of this Agreement.
11. **Repayment:** In the event that the Grantee spends Grant Funds in any way prohibited by state or federal law, or for any purpose other than the completion of the Project, the Grantee shall reimburse the State for all such unlawfully or improperly expended funds. Such payment shall be made within 15 days of demand by the State.
12. **Termination:** This Agreement may be terminated by mutual consent of both parties, or by either party upon a 30-day notice in writing, delivered by certified mail or in person to the other party's contact identified in the Agreement. On termination of this Agreement, all accounts and payments will be processed according to the financial arrangements set forth herein for Project costs incurred prior to date of termination. Full credit shall be allowed for reimbursable expenses and the non-cancelable obligations properly incurred up to the effective date of the termination.
13. **Governing Law:** The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.
14. **Entire Agreement:** This Agreement constitutes the entire Agreement between the parties. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, Agreements, or representations, oral or written, not specified herein regarding this Agreement. The Grantee, by signature of its authorized representative on the Agreement, acknowledges that the Grantee has read this Agreement, understands it, and agrees to be bound by its terms and conditions.
15. **Notices:** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Grantee contact or State contact at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may hereinafter indicate. Any communication or notice delivered by facsimile shall be deemed to be

given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received, or five days after mailing.

16. **Counterparts:** This agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart.
17. **Severability:** If any term or provision of this agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

Inadvertent Discovery Plan for Cultural Resources

Oregon Parks and Recreation Department • ATV Grant Program

The Inadvertent Discovery Plan (IDP) should be followed if cultural materials, including human remains, are encountered during construction.

Protocol for coordination in the event of inadvertent discovery:

- In the event of an inadvertent discovery of possible cultural materials, including human remains, all work will stop immediately in the vicinity of the find. A 30 meter buffer should be placed around the discovery with work being able to proceed outside of this buffered area unless additional cultural materials are encountered.
- The area will be secured and protected.
- The project manager/land manager will be notified. The project/land manager will notify the State Historic Preservation Office (SHPO). If possible human remains are encountered, the Oregon State Police, Commission on Indian Services (CIS), SHPO, and appropriate Tribes will also be notified.
 - **Oregon State Police:** Chris Allori 503-731-4717
 - **CIS:** Karen Quigley 503- 986-1067
 - **Appropriate Tribes:** As designated by CIS
 - **SHPO:** Dennis Griffin 503-986-0674 or John Pouley 503-986-0675.
- No work may resume until consultation with the SHPO has occurred and a professional archaeologist is able to assess the discovery.
- If human remains are encountered, do not disturb them in any way. *Do not call 911.* Do not speak with the media. Secure the location. Do not take Photos. The location should be secured and work will not resume in the area of discovery until all parties involved agree upon a course of action.
- A professional archaeologist may be needed to assess the discovery and they will consult with SHPO and appropriate Tribal Governments to determine an appropriate course of action.
- Archaeological excavations may be required. This is handled on a case by case basis by the professional archaeologist and project manager, in consultation with SHPO and appropriate Tribes.

When to stop work:

Construction work may uncover previously unidentified Native American or Euro-American artifacts. This may occur for a variety of reasons, but may be associated with deeply buried cultural material, access restrictions during project development, or if the area contains impervious surfaces throughout most of the project area which would have prevented standard archaeological site discovery methods.

Work must stop when the following types of artifacts and/or features are encountered:

Native American artifacts may include (but are not limited to):

- Flaked stone tools (arrowheads, knives scrapers etc.)
- Waste flakes that resulted from the construction of flaked stone tools
- Ground stone tools like mortars and pestles
- Layers (strata) of discolored earth resulting from fire hearths. May be black, red or mottled brown and often contain discolored cracked rocks or dark soil with broken shell
- Human remains
- Structural remains- wooden beams, post holes, fish weirs.

Euro-American artifacts may include (but are not limited to):

- Glass (from bottles, vessels, windows, etc.)
- Ceramic (from dinnerware, vessels, etc.)
- Metal (nails, drink/food cans, tobacco tins, industrial parts, etc.)
- Building materials (bricks, shingles, etc.)
- Building remains (foundations, architectural components, etc.)
- Old Wooden Posts, pilings, or planks (these may be encountered above or below water)
- Remains of ships or sea-going vessels, marine hardware, etc.
- Old farm equipment may indicate historic resources in the area
- Even what looks to be old garbage could very well be an important archaeological resource.

When in doubt, call it in!

Proceeding with Construction

- Construction can proceed only after the proper archaeological inspections have occurred and environmental clearances are obtained. This requires close coordination with SHPO and the Tribes.
- After an inadvertent discovery, some areas may be specified for close monitoring or 'no work zones.'
- Any such areas will be identified by the professional archaeologist to the Project Manager, and appropriate Contractor personnel.
- In coordination with the SHPO, the Project Manager will verify these identified areas and be sure that the areas are clearly demarcated in the field, as needed.

Attachment A

MGCOHV 2019-2021 O&M (ATV)

Application #5122 - Grant Application Summary

Project Information

Project Name

MGCOHV 2019-2021 O&M

Brief Project Description

Continue funding for trail maintenance, fencing, signage, equipment maintenance, wages, publications, sanitation and fees for the operations and maintenance of staging areas and trail systems at the MGCOHV Park.

Project Start Date

07/01/2019

Project End Date

06/30/2021

Site Name

Morrow-Grant County OHV Park

Site City/Town/Area

Heppner

Site County

Morrow

Site Description

Morrow-Grant County OHV park is located approximately 32 miles from Heppner and 27 miles from Spray off of Highway 207. The park has 200 plus miles of trails for Class I, II, III, IV to enjoy. There are a variety of amenities associated with the park: Day use, camping, restroom/showers, support/welcome center, playground, and hiking trail for guest to enjoy and use while at the park. The trails and park continue to be utilized not only for ATV's but for biking, equestrian, hiking and youth hunts.

Site Acreage

8500

Latitude

45.02286149005001

Longitude

-119.67547031793794

Contact Information

Applicant

Morrow County

Applicant Federal Tax Id

96-600-2308

Applicant DUNS Number

10741189

Project Contact

Kirsti Cason

Address

Kirsti Cason
365 West HWY 74
P.O. Box 428
Lexington, Oregon 97839
kcason@co.morrow.or.us
541-989-9500

Reimbursement Contact

Financial Information

Requested Amount

\$661,800.00

Match Amount

\$167,173.00

Total Project Cost

\$828,973.00

Grant %

79.83372196681918 %

Match %

20.166278033180816 %

Project Budget Worksheet

Description	Qty	Unit	\$/Unit	Cost	Match	Request	Source of Funding
Full-Time Park Manager - 2 yrs.	1	2 years	\$165,500.00	\$165,500.00	\$0.00	\$165,500.00	
Park PT Summer Youth Employee (5) - 2 yrs. (12 weeks)	1	2 years (12 Weeks)	\$20,000.00	\$20,000.00	\$0.00	\$20,000.00	
Part-time Maintenance Employee (4) - 2 yrs	1	2 years	\$157,000.00	\$157,000.00	\$0.00	\$157,000.00	
Fuel (Diesel, Gas, Propane) - 2 yrs.	1	Unit	\$60,000.00	\$60,000.00	\$0.00	\$60,000.00	

Description	Qty	Unit	\$/Unit	Cost	Match	Request	Source of Funding
Equipment Maintenance - 2 yrs.	1	Unit	\$45,000.00	\$45,000.00	\$0.00	\$45,000.00	
Building Maintenance - 2 yrs	1	Unit	\$10,000.00	\$10,000.00	\$0.00	\$10,000.00	
Trail Maintenance - 2 yrs	1	Unit	\$20,000.00	\$20,000.00	\$0.00	\$20,000.00	
Fencing Material (per mile) - 2 yrs	1	Unit	\$5,000.00	\$5,000.00	\$0.00	\$5,000.00	
Wood Material - 2 yrs	1	Unit	\$2,000.00	\$2,000.00	\$0.00	\$2,000.00	
Signage - 2 yrs	1	Unit	\$10,000.00	\$10,000.00	\$0.00	\$10,000.00	
Pipe	1	Unit	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00	
Tools - 2 yrs	1	Unit	\$10,000.00	\$10,000.00	\$0.00	\$10,000.00	
Oregon Dept. of Forestry - Fire Protection (MC)	2	1 Year	\$31,325.00	\$62,650.00	\$0.00	\$62,650.00	
Oregon Dept. of Forestry - Fire Protection (GC)	2	1 Year	\$11,500.00	\$23,000.00	\$0.00	\$23,000.00	
Park PT Employees (3) PT - MATCH - 2 yrs	1	2 years	\$60,000.00	\$60,000.00	\$25,000.00	\$35,000.00	Camping Fees/Park Revenues
Paint/Stain - 2 yrs	1	Unit	\$3,900.00	\$3,900.00	\$2,500.00	\$1,400.00	Camping Fees/Park Revenues
Forestry Head (Trail Brushing)	1	Unit	\$25,000.00	\$25,000.00	\$0.00	\$25,000.00	See estimate/quote
Sanitary Services - Chemical Toilets	2	1 Year	\$4,250.00	\$8,500.00	\$4,250.00	\$4,250.00	Camping Fees/Park Revenues
Publications	2	1 Year	\$3,000.00	\$6,000.00	\$3,000.00	\$3,000.00	Camping Fees/Park Revenues
Morrow County – Grazing Leases/Property Tax	2	1 Year	\$7,000.00	\$14,000.00	\$14,000.00	\$0.00	Grazing Fees pay Property Taxes
Grant County – Grazing Leases/Property Tax	2	1 Year	\$6,000.00	\$12,000.00	\$12,000.00	\$0.00	Grazing Fees pay Property Taxes
Camp Host Contract	2	1 Year	\$15,000.00	\$30,000.00	\$30,000.00	\$0.00	Camping Fees/Park Revenues
Electrical Utilities	2	1 Year	\$20,000.00	\$40,000.00	\$40,000.00	\$0.00	Camping Fees/Park Revenues
Restroom/Shower Supplies	2	1 Year	\$8,000.00	\$16,000.00	\$16,000.00	\$0.00	Camping Fees/Park Revenues
All other Volunteers (OR2017 - independentsector.org)	700	Hours	\$24.89	\$17,423.00	\$17,423.00	\$0.00	Volunteers

Description	Qty	Unit	\$/Unit	Cost	Match	Request	Source of Funding
Road Dept. Fleet Vehicles/Equipment	1	Unit	\$3,000.00	\$3,000.00	\$3,000.00	\$0.00	Force Account/Camping Fees/Park Revenues
Totals				\$828,973.00	\$167,173.00	\$661,800.00	
Total Project Cost							
\$828,973.00							
Total Match from Sponsor							
\$167,173.00							
Grant Funds Requested							
\$661,800.00							

Supplemental Information

1a. OPERATIONS (20 points for #1a - 1i) Provide a detailed project description of your grant request.

EMPLOYEES - Currently and in years past there is one full time position who manages and oversees all aspects of the day to day operations of the OHV Park. Multiple Part time employees, that vary work days to aid with having multiple crew members at the park to complete projects on any given day. New this year it is our hopes to employ high school aged students for a youth work crew through the summer, as jobs are difficult at best for youth to obtain in rural areas. Not only will this help develop work skills, and expand on knowledge of maintenance and up keep of a facility (ownership pride), as well as make them more employable in the future from having hands on work experience. All personnel of the park work together to complete maintenance and assessments of the trail system, equipment, park facility and its amenities.

EQUIPMENT-TOOLS

One time purchase of a forestry head that would attached to currently owned skid steer to aid with the large amounts of trail trimming. This forestry head would greatly reduce the time of hand pruning the 200+ miles of trail by hand, allowing crews to focus more on the maintenance of the trail itself. As in our area brush is not the only issue so are rocks/boulders, water ruts, and blowouts in the summer months. Small hand tools and supplies are being replaced as items wear out or become broken and damaged beyond repair. All of the equipment has a routine maintenance check to aid in keeping the equipment running efficiently. Which are associated maintenance costs from their operation, the park utilizes mini excavators, skid steer, side x sides, quads, trailers, dump truck, loaders, sweko, fire engines, and utility vehicles. This equipment helps transport employees, tools and items needed to maintain the park system. There are youth training machines that are used for evaluations at the park as needed for both quads and motorcycles.

FUEL/MATERIALS-

Gasoline, diesel, propane is utilized to keep the facility up and running. With out any of these items/people could not be transported, and equipment would be idle. Propane is utilized for heating of maintenance facilities, and public amenities. Pipe, wood, and signage is a necessary supply as these are item necessary for upkeep of facility and amenities.

FIRE PROTECTION/GRAZING -

Grazing agreements are in place with area ranchers that aid in reducing low to ground fire fuels. The revenues from this aid with payments on property taxes, utility and expenses at the park. Fire protection from Oregon Department of Forestry is by far one of the most important things the park needs, assistance funding the park does not yet generate enough revenue to offset the cost of this protection, and with out it it could be devastating. As there was a fire at park the did many acres of damage in the summer of 2018 and had it not been for the fire crews it could have substantial been far worse. Their rapid response was invaluable not only to the preservation of the park but the safety of the park visitors.

TRAIL SYSTEM –

Maintenance on the trails is a year around project. Different projects are completed throughout the year due to the great variances throughout the year of the weather. Routine trail and fence line inspections are conducted annually and documented. Inspections help monitor blowouts, downed trees, brush issues, boulders, and water run off issues that may need to be addressed. Wildlife has a constant presence at the park and with large game in the area, sections of fence need repaired regularly, cattle in the area not just on the park for the grazing lease but adjacent land owners also requires attention. The fencing not only helps keep livestock where belong but also aids in the preservation of riparian areas. Signage on the trails that assist users on trail system are monitored and repaired as necessary. Rutting of trails, culvert replacement, and blow outs are only a few of the issues that crews keep monitor and or repair. Day use areas have restrooms which require sanitation services, and checked routinely to insure they are in working order and stocked.

Staging, Training, Rest Areas - the main focus on these areas is sanitation and structural upkeep. Buildings have rodent traps set that are serviced and checked regularly. Sanitation (garbage cans, portable restrooms, vault restroom, etc.) are in place as they are away from the main staging area where the majority of amenities are at the park and this provides amenities that would otherwise not be available. Providing these amenities through out the park aid in keeping the park clean for future generations.

1b. OPERATIONS - Describe the OHV riding area for this project.

The riding area is located in a forested region adjacent to USFS property that also permits ATV use. The terrain and soil vary that creates a unique challenges for all types of riders. Trails vary from packed gravel on flat terrain to the more difficult trails that have rocks on steep hill sides providing a challenge for even the more advanced riders. There are dirt trails that during the wet months become rutted that require maintenance to help with removal of rutting that can cause drainage issues. During the dry months the same trails can become dry and extremely powdery, to help prevent this wood chips, straw and other material are mixed in to help with the dust. There are also areas in the park that are solid rock that create their own unique challenges, crews monitor these areas during heaving rain or run offs as it sometimes can run into other areas creating damage.

1c. OPERATIONS - What Classes of ATVs will be allowed in the area?

All types are permitted: Class I-Quads, II-Jeeps/others (as seasons permit), III-motorcycles, and IV-sidexsides, as are snowmobiles, mtn. bikes, and horses

1d. OPERATIONS - When are the trails open for use? What are the typical wildlife, snow, fire season closures. Also discuss conditions that reduce riding such as summer heat or dust, winter rain/snow/cold.

Every effort is made to keep trails open for public use through out the year. Adverse weather can create situations where trails may need to be closed to prevent damage and or to perform trail maintenance. Winter months have significant lower usage on the trails compared to other times of the year, due to the low visitor numbers, portions of the park are closed seasonally. Park employees remain working at the park to monitor the trails and facilities, or conduct trail work as weather permits. Portions of the trail system are closed to provide access to a youth hunters and the safety of those in the area.

Seasons– Fall is busy time of the year preparing for winter and youth hunts at the park. Winter weather in this region vary from year to year from heavy snow pack to none. Spring is like winter and can vary with snow pack run offs and or rain creating run off that damages trails. Crews monitor this and trails are either temporarily closed to allow maintenance, or some cases rerouted when conditions are deemed necessary. Summer trails become dry and dusty that can cause blow out situations.

Riding Seasons- peak time for riding is varies in the spring but by May it is prime riding and the riding season peaks at this time prior and continue until summer heat dries things out and becomes dusty.

Wildlife– can be seen year around not only on the trails system but within the campground area as well. There is a youth spike elk hunt held in November and a youth doe hunt about the same time where the park closes a portion of the trail system to provide hunters an opportunity to hunt and teach younger generations another outdoor recreation life skill. In April there is opportunities for youth to participate in a turkey hunt on one weekend. Fishing is another thing the park provides for guests of all ages to enjoy. The park and ODFW partner together to stock ponds providing spring and summer fishing opportunities for visitors.

Fire Season– greatly depends on snow packs and moisture receive through out the year. regulated fire season based on past years have went into effect on July 1 if not earlier in dryer years. This restricts class II (jeep) vehicles from the trial system, the other types of ATV's have been permitted to use trail system. This is possible due to having on site fire equipment readily available, permits/partnerships with Oregon Department of Forestry. When conditions become extreme system is monitored closely and if fires are in area the trail system may be partially closed for public safety or fire prevention.

1e. OPERATIONS - Describe how this project will result in a well-designed, managed, and sustainable trail/ facility. How will impacts and damage to trails and facilities be proactively prevented or minimized through innovative and sustainable trail and facility design and management practices? Describe how this project maintains or increases the carrying capacity at the existing riding area.

Morrow County Parks personnel complete routine trail evaluations and make note of conditions of trails. In some cases trails may be temporarily closed due to excessive water run off or other significant damage to trail. These conditions are noted and then discussed among park personnel to schedule what needs to be completed. In some cases it is seasonal (due to run off or excessive moisture) and allowing a portion of trail to dry out. Other cases may be temporary closures to permit crews to work in area with equipment and install water bars and or culverts to aid with drainage. Downed trees or excessive trail brush (brush encroaching on trail from sides or within the trail itself) trees are removed when discovered, or in some cases noted so crews can come back and remove. Water crossings are monitored and in most cases have some type of structure that over stream allowing machines and equipment to cross with out distributing stream banks beds. All of these structures are routinely reviewed and conditions documented. Many of the logs cut from the trees are salvaged and returned to the campground where it is processed into fire wood for guests. In some cases nature overtakes a trail and a trail may have to be rerouted. All of this work plays an instrumental part in keeping the system open and operational by closing an area temporarily it allows workers to complete tasks safely and efficiently thus getting the trails open to the users at a more rapid pace. It is difficult at times as some areas are favored by riders more than others due to scenic views, but with out maintenance many of the trails would not be passable to a wide variety of skilled riders (novice to expert) it is our goal to have areas available that all can enjoy.

1f. OPERATIONS - Describe how the project will serve as a means to restore, improve or enhance, or conserve and maintain high quality or sensitive natural or cultural resources in the protected area, such as plant communities, wildlife, water bodies, terrain, and archeological or historic sites while striking a proper balance between the conservation of these resources and motorized trail use.

Morrow County works with multiple agencies to improve/sustain wildlife habitats and strives to continue these joint efforts. Examples of this can be found through out the park.

Fences are placed around aspen growths to help insure wildlife and cattle do not eat or damage the younger trees. In larger aspen growth areas evergreen trees are thinned out to ensure healthy growth of the aspens.

Spring projects continue to play an important role not only for water for animals but for streams in and around the area. The park has been working with the Oregon Watershed Enhancement Board (OWEB) for several years to make these improvements, and will continue to monitor springs now and in future.

There are historical sites located on the park, trails detour around these sensitive areas while some have signage and displays or kiosks describing the history of the area. There are items that are located at the park that pertain to the parks land history specifically the Kinzua Reloading Site. This area once served as a place to store logs prior to heading to the sawmill. There are machines on display they show that part of history, as well as a playground that has a sawmill theme.

Timber thinning happens when necessary many of the logs are used at the park for various projects, or firewood. Larger thinning projects aid with the prevention of spreading sick or buggy trees to other areas. All of this is done where the public can see and learn from the techniques that are used at the park to ensure that the area will be in as good if not better condition for future generations to enjoy.

1g. OPERATIONS - Describe how you developed your maintenance schedule. How many facilities/ staging areas will be maintained in this proposal and how often?

Trail development and maintenance is scheduled on a rotation basis and is inspected routinely for maintenance issues. Any issues discovered are incorporated into the trail maintenance rotation schedule by priority. Priority ranking incorporates safety, environmental and degradation of trails.

Staging areas (Three) - the main staging area is near the trail head/campground and park operations facility, The second is centrally located with in the park. The third is located at the east side of the park that access the Grant County area. All are visually inspected routinely and conditions are monitored and repaired as necessary.

Other park maintenance operations include the shop/compound area, lagoon system, playground, welcome-support building, two restroom/shower buildings, one vault restroom, dining/meeting hall, multiple small fishing ponds, and trails all of which provide amenities to the public.

EXAMPLE: (NOTE: Scheduling routine maintenance consists of 1. Major Collector Trails, 2. Minor Collector trails, 3. Secondary Trails) Trail system incorporates several classes of trail, major collector trail #1 red. This trail has all classed of traffic on daily basis It therefore becomes a priority for ongoing maintenance. As venturing further off the main# red trail, trails become more diverse both by class and terrain. These trails have less use therefor fall more under a rotation basis. These trails are used more specifically by class

rather than major collector trails and are more site specific in maintenance needs; steep climbs or dust blowouts for example. All trails require and receive some maintenance through the riding season that is determined by use, weather and geography.

1h. OPERATIONS - Total miles of routes open to OHV use

approximately 205

1i. OPERATIONS - If you manage multiple riding areas, list each area and total miles of routes.

Morrow and Grant Counties have a Memorandum of Understanding (MOU) for maintenance and management of the trail system in the two counties. Morrow County consists of approximately 7000 acres with approximately 170 miles of trails that are multi-modal traffic allowing more than one specific type of user. Grant County is approximately 1600 acres with about 35 miles of trails that are managed the same as Morrow County's area. The trails accommodate Class I, II, III, IV type vehicles but are also open to hiking, bicycles and equestrian use. Below is a break down with approximate mileage.

- 5 Miles Shared Use Roads - (street legal vehicles and Non-street legal OHV's)
- 10 miles Class I, II, III, IV Trails and Rock Crawl areas (Class II Jeep trails offer a novice to moderate moderate challenging experience, with rock crawls for the more experienced.
- 140 Miles - Class I, II, III IV Trails (65 inches or less) - difficulty levels varying from novice to expert
- 40 Miles - Class I, III, IV (50 inches or less) Trails
- 0 Miles - Class I, III (quad) Trails
- 10 Miles Class III (dirt bikes) difficulty level varies from moderate to extreme
- 0 Acres of area open to cross country travel
- 205 Total miles of trails, play areas, and rock crawls for visitors to enjoy

2a. RIDER BENEFITS (20 points for #2a-2d). How does this program benefit the OHV trail user?

With out the ATV Grant funding the trail system and all aspects of the land management would not be able to continue. The funds received from this grant program have allowed instrumental impacts to the area both for the trail system and the local communities. Funding allows the Morrow/Grant County OHV Park to maintain and keeps recreation destination open for the public to enjoy not only on ATV's but to others who enjoy outdoor recreation with family and friends.

2b. RIDER BENEFITS - Describe how the project addresses the top three statewide motorized trail issues: 1) Closure of trails, 2) Closure of unimproved backcountry roads and 3) Riding in closed areas.

1) Closure of trails

Morrow-Grant County OHV trail system would not be able to be maintained or in operate with out funding from the ATV Grant; thus would create another area where trails would no longer be maintained and potentially become closed for public use. Areas adjacent to the park have over the years been purchased and privatized and no longer allow Public access. Funding allows not only additional jobs in the area but keeps the area open to public for recreation.

2) Closure of unimproved back-country roads

Closure of unimproved back country roads while there are few roads in the park it is of high priority to keep these open. As many of the areas adjacent to the park that were once open to the public have become inaccessible or one has to pay fees for access. It is our goal to keep an area open for the public to see and enjoy the outdoors, wildlife and camping experience.

3) Riding in closed areas

With the park being open it provides a place that people travel great distances to come and enjoy. It is Morrow County's goal to keep the park open and operational for public to enjoy. Lack of funding would create another area that could become closed to riding. Having a place to ride and working with adjacent landowners the park is able to find a common ground. The park offers a place to ride and this aids in reduction of riders going into areas that are closed or have limited access to outdoor recreation.

2c. RIDER BENEFITS - Describe if and how the project addresses the following top three funding priorities: 1) Maintaining existing trails in good/ sustainable condition. 2) More single-track off-road motorcycle trails (Class III) and 3) Prioritize loop trails over out-and-back trails.

1.) Maintaining existing trails in good/sustainable condition is accomplished by the trail maintenance plan that utilizes a rotation system. This rotation system allows the trails to be monitored for water run off and other issues, while permitting personnel to grade, trim and improve trail conditions. Trails are prioritized by those trails that are most used, destination locations (View point or point of interest). Trails that are heavily used or have a destination location are done at least once per year, all other trails are accessed and rotated through the maintenance schedule as time allows due to weather conditions (dry, wet, snow, etc.) as well as taking care of any trail issues that arise due to normal use or weather damage. When there is a damaged trail this becomes a priority and is put on top of the list for maintenance. In doing this it helps keep the flow of maintenance of the trails system and the trails open as much as

possible.

2.) Increase of single-track off-road motorcycle trails continues to be a focus for the trail system development plan. Personnel works with different motorcycle groups on existing trails for maintenance. The parties discuss locations and ideas for future development of Class III trails. This is an ongoing process and is difficult due to the width of these types of trails. The majority of these trails are put in by hand and not equipment due to width of the trail as well as the terrain.

3.) Prioritizing loop trails over out-and-back trails is something that the park has and continues to develop the trails system around. There are trails in the system that have out-and-back many of these are due to the terrain and are often viewpoints overlooking a scenic area. The current trail system has routes that have multiple ways in and out of three different main staging areas; these options help with congestion. This type of multi-staging area works well for multiple reasons. One is that you do not meet as many users due to the various staging areas as well as multiple trails entering/exiting and providing different locations connecting into other trails. It also provides riders the option to ride different trails rather than out and back on the same trail. Regarding maintenance and safety it aids in reducing congestion of traffic and over use of a single trail thus providing a better riding experience.

2d. RIDER BENEFITS - Please describe how your program is maintaining or enhancing dispersed riding in your management area (forest, district, etc.). This may be outside the scope of this application, but is a use allowed in your area. For example, you may have a 10,000 acre riding area with designated trails, but your forest also has another 50,000 acres which allows dispersed ATV use on forest roads. Tell us about those 50,000 acres.

Dispersed riding area management does not necessarily apply to this trail system as it has trails and roads through out the park.

There are no "cross country" riding areas "cross country" meaning ride where you wish even if off a designated trail. The park is adjacent to USFS property where riders do often have a difficult time understanding why it is ok to ride a particular type of machine in one area and not another. This is difficult at best to explain, but riders are provided contact information where they can find out as to why cross county riding is permitted in one other and not another.

3a. PLANNING (20 points for #3a-3c). Is the project part of an overall OHV plan for the area and does the project contribute to the implementation of the plan?

The OHV Park is part of Morrow County Park Master plan. This plan discusses how each of the county parks contribute to the county, and how each are managed. The OHV Park is a major contributing factor in this Parks Master Plan due to the popularity and size of the park. Continued funding of this park insures that there are personnel, equipment, and facilities for the public to continue to utilize in traveling through the area or while partaking in outdoor recreation at the park. The impact from not funding this project would be a loss to the county not only in an area that provide access to riding areas, but employment, vendors and businesses that the park and travelers purchase supplies from. The parks plan looks at this park as a destination park and has set short term and long term goals.

3b. PLANNING - Describe your planning efforts to determine the staffing levels and resources required. How do you make decisions on when and how staff will work on an annual basis, such as for seasonal peak use, seasonal closures (fire, snow), holiday weekends, weekdays/weekends, and number of employees at a given time?

The staffing for the MGOHV park is made up of full time and part time employees. It is also a new goal to create summer youth employment as well for area youth.

Full time consists of a manager with part time consisting of maintenance and office employees with a goal to have a part time summer youth crew. The manager oversees all aspects of the park and aids with the maintenance and management of the park. There are at a minimum of three part time maintenance personnel that aid with maintenance of the trails and park. Two part time office personnel that aid with management, reservations and billings. The summer youth crew would aid with trail maintenance and upkeep of the facility; providing extra hands for single track (Class III motorcycle) trail maintenance. During the camping season (peak time) there are three park hosts one full time, one part time, and one on-call that assist with providing public information, aid with reservations and upkeep of the campground area.

Scheduling goal is to keep two personnel working during the day and more should project require it. The minimum of two is for safety reasons. The work schedule varies (as the part time employees work on a flex schedule), this is done to help with vacation, holidays, long weekends, and events. By having this type of flex schedule it insures that crews are able to monitor trail conditions in busiest areas, facilities and assist park guests as needed. It also helps for safety reasons, emergencies, or fires at or in immediate area of the park. Having two or more crew members working allows personnel to assess and/or take care of the issues in timely manner. During the summer season when trails are busy and in full swing crews concentrate on cleaning out and fencing of riparian areas, repairing fences, cleaning and treating ponds, trimming trails and replacing signs as needed. Fence repairs are an annual thing due to wildlife in the area. Fire wood is created from dead, dying and thinned trees from the park. There is a seasonal closure during this time a heavy concentration of trail work is completed; consisting of grading, grooming and dealing with water draining issues as weather permits. In the winter months is when crews focus on managing slash piles and try to get them burned off. Spring crews pick up where they leave off in the fall and continue with trail work. Trail maintenance is varies from year to year due to the types of

situations weather conditions create. The rotation of the trails help insure that trails are all addressed and have maintenance review or work completed in a timely manor.

3c. PLANNING - Describe how your O&M program uses innovative and sustainable practices.

There are numerous ways that crews utilize innovative and sustainable practices. Local businesses are used when possible to acquire materials. Personnel and volunteers aid with removal of invasive weeds to prevent spread into other areas. Personnel continue to work and make plans for projects with other departments like the Oregon Watershed Enhancement Board (OWEB), Oregon Department of Fish and Wildlife (ODFW) and Oregon Department of Forestry (ODF) working with these and other agencies aid in protecting and enhancing valuable natural resources. There are bins placed through out the campground to promote and aid with recycling efforts, guests are encouraged to use these rather than tossing them along trails or in fire pits. Old fencing materials, signs scrap metal and batteries are taken to recycling centers where the items can be processed and reused if/when possible. Crews carpool to and from work locations reducing unnecessary fuel consumption. Removal of brush and debris from trail system by personnel and volunteers aid in keeping riders on trails and not detouring off of designated trails potentially causing unnecessary damage. Energy star efficient equipment and items are purchased when ever possible to lessen energy consumption. Trails are kept away from sensitive areas and habitats. Aspen tree stands and other sensitive areas are fenced off to help promote healthier environments.

4. ECONOMIC DEVELOPMENT OPPORTUNITIES (10 points). Describe how this project will contribute to the local economy.

The park supports and employees full and part time positions with a goal to add a youth crew during the summer that not only help with the daily park operations and maintenance but are also public out reach as well. Having the employees at the park aid with providing financial security that would not otherwise be available in the area, especially for the youth. By providing employment opportunities for the region it helps local businesses. The youth are able to obtain work experience which is becoming harder and harder for them to find employment, due to so many work restrictions. This opportunity helps prepare them for employ-ability in the future, and opportunity to make and save money for their future goals. The Local businesses in the surrounding areas benefit from not only the employees who spend their earnings, but those that are traveling through the area and going to their destination. Since the parks conception the draw from out of the area visitors has increased over the years. These individuals purchase fuel, groceries, tires parts and have even created a demand for part for their machines, rvs and equipment. A large amount of goods, services, and materials are purchased from businesses within the two counties (Morrow and Grant). The park strives to have all of the contract work done by local contractors including construction, sewer pumping, mechanical work that can not be performed at the park, fencing and trucking. The park also owns a structure in which a contractor operates a food service from for not park guest, travelers but the community as well. This contractor also purchases locally and offered employment opportunities. Securing funding for this project aids in showing local government, communities, businesses and visitors that park personnel is exploring all avenues possible to aid with funding to help ensure this park remains a travel destination that families and individuals want to return to year after year. Funding is of the highest priority as it insures that individuals retain their job and that the day to day operations and maintenance of the park facility continue. Lack of funding would create a ripple effect through out the surrounding communities, with the main impacts being loss of jobs, youth employ ability opportunities, reduction of travelers that would all be felt by the local businesses where items are purchased by not only the park but travelers. Lack of maintenance on the facility would cause users to frown on the facility causing them to go to other areas (that are limited for ATV/Camping recreation). This park has been fortunate with businesses, individuals and groups whom support and or volunteer time, material, equipment to the park since its opening. Without the park there would be a lack of funds to continue to provide a destination ATV recreational area that many have come to know and return to, enjoy, and often help maintain or improve during their stay.

5. FINANCIAL SUPPORT (5 points). Describe your match specific to this project that is included in your application budget, such as volunteer labor, other grants, agency budgets or donations. You may also describe contributions above and beyond the required 20% that will be contributed to your OHV program, but not included in the budget. Please list other non OPRD ATV Program grants you have received over the last 3 years which are not part of this grant, but relate to OHV use in your program.

Volunteers average 250+ hours per year and continue to aid with all aspects of the park. Camping, materials and services offered at the park aid with payment of utilities, contracts, sanitation, publication. Grants that have funded items/projects at the OHV Park include:

2015 - (RT16-004) - trail equipment (compact track loader) with trade in of old CAT skid steer

6. LETTERS OF SUPPORT (5 Points). Current letters of support, from a variety of sources, help to demonstrate the need and success of your program. Letters from OHV riders and clubs are very important. Letters from local businesses, county commissioners, and other groups are also important. Letters from agencies also show support, but only two letters from agencies are allowed. Please list the name, title, group, business or agency for each letter attached. Up to 10 letters of support will be accepted. No letters will be accepted from previous years.

Letters of support:

1. Morrow County Board of Commissioners - Resolution
2. Advanced Vehicle Solutions
3. OSU-OASYREP Program - David White
4. Northwest Trail Riders Association (NWTRA)
5. Namitz Family
6. MGC OHV Park Guest Book Review/comments

Applicant Certification

As an authorized representative of **Morrow County**, I certify that as a condition of receiving ATV Grant Program assistance we will comply with all applicable local, state, and federal laws. This application has been prepared with full knowledge of and in compliance with the Oregon Administrative Rules, Chapter 736, Division 4 for the Distribution of State Funding Assistance to Units of Public and Private Use for All Terrain Vehicles and OPRD's Procedures Manual for the program.

I also, certify that to the best of my knowledge, the information contained in this application is true and correct. I will cooperate with OPRD by furnishing any additional information that may be requested in order to execute a State Agreement, should this project receive funding assistance.

Kirsti Cason, 11/15/2018

▼ 5 Files

▼ 6 Logged Events

This application requires a Letter of Intent

Show Letter of Intent



Bill To Name	MORROW COUNTY PARKS (OR)	Ship To Name	MORROW COUNTY PARKS (OR)
Bill To	365 W HIGHWAY 74 LEXINGTON, OR 97839	Ship To	365 W HIGHWAY 74 LEXINGTON, OR 97839
Customer	MORROW COUNTY PARKS (OR)	Contact Name	Greg Close
Date	9/3/2019	Email	mcparksmgr@co.morrow.or.us
		Primary Phone	(541) 989-9500
		Mobile Phone	(541) 240-1741

Quantity	Product Code	Product	List Price	Sales Price	Ext Cost
1.00	25-1726	FBS060 - 60" Skid Steer Forestry Disc Mulcher (32-45 GPM) - includes 1/2" male flat face couplers for pressure & return lines, and 3/8" male & female couplers for case drain, if applicable	\$27,146.00	\$21,950.00	\$21,950.00
1.00	44-0861	Tooth Kit 60" Skid-Steer Forestry Disc Mulcher (48 teeth & 2 planers with hardware)	\$1,089.00	\$1,083.00	\$1,083.00

Total Cost	\$23,033.00
Freight	\$732.00
Grand Total	\$23,765.00

Skid Steer Make	NEW HOLLAND	Lead Time	1-2 weeks
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Quote Special Instructions: Lexan door required. 1-2 week production. Must have minimum 32 gpm flow rate.

Operating Requirements: Safety glass is mandatory. This product must not be used without a shatter resistant cab enclosure.

Prepared By	Jon Decker
Phone	(214) 425-3550
Email	jdecker@diamondmowers.com
OP	OP014445
Quote Number	00015702

DIAMOND MOWERS, LLC
 350 E. 60th Street N
 Sioux Falls, SD 57104
 (605) 977-3300 ph | (605) 655-5870 fx
www.diamondmowers.com

Quote is good 60 days from quote date.

Morrow Co Parks Manager

From: Mike Perchalski <mikeperchalski@bobcat-psc.com>
Sent: Thursday, August 22, 2019 9:12 AM
To: Matt Scrivner
Cc: Morrow Co Parks Manager
Subject: RE: Quote

STOP and VERIFY - This message came from outside of Morrow County Government.

Matt,
Here is quote on the Diamond Forestry Head.

- 1) 60" Diamond Forestry Head: \$21,994.00
- 2) Freight: \$750.00

Lead Time: 2-3 weeks

Thanks,

Mike Perchalski
Cell: 509-412-2540
mikeperchalski@bobcat-psc.com



From: Matt Scrivner [mailto:mscrivner@co.morrow.or.us]
Sent: Tuesday, August 20, 2019 9:58 AM
To: Mike Perchalski <mikeperchalski@bobcat-psc.com>
Cc: Morrow Co Parks Manager <mcparksmgr@co.morrow.or.us>
Subject: Quote

Mike

The parks department was approved for a Forestry head for purchase through a grant purchase this fiscal year. Attached you will find a brochure of the approved attachment. Would you be interested in giving us a quote of the same model or and equivalent?

Matt Scrivner
Public Works Director
Morrow County Public Works
365 W. Hwy 74
Lexington, Oregon 97839
1-541-989-8584 (office)
1-541-980-7468 (cell)



SALES AGREEMENT

AGREEMENT: Q000156803-1

AGREEMENT DATE: 8/28/2019

AGREEMENT EXPIRES: 9/27/2019

WAREHOUSE: Pendleton Machine Sales

CUSTOMER NO.: 6040800

CUSTOMER PO:

SALESMAN: Austin T Berry

Austin.Berry@wseco.com

Pendleton
607 Airport Rd Pendleton, OR 97801
541.276.5812

SOLD TO:
Morrow County
PO Box 428
Lexington, OR 97839-0428

SHIP TO:
Office
PO Box 428
Lexington, OR 97839-0428

ITEM DESCRIPTION	PRICE
FOR S/N: TBD - SS ECO Mulcher: 130CC SUNFAB bent axis piston motor; standard cutting disc with expandable tooth configuration system. Discharge waste gate. Weight: 2,480LBS	\$23,651.59
<ul style="list-style-type: none"> ● Delivery Freight 	
Misc Item - SS ECO Maintenance Kit: Includes grinder, spare teeth, spare teeth holder & spare teeth bolts. -	\$1,011.36
Misc Item - Extension Tooth Combo Kit: (7) self-locating tooth holders, (6) shark teeth, and (6) carbide bullet teeth -	\$738.64

Notes		
	Before Tax Balance	\$25,401.59
	Sales Tax	\$0.00
	Trade Payoff	\$0.00
	Downpayment	\$0.00
	Net Due	\$25,401.59

Western States Equipment			Morrow County		
Order Received by	_____		Approved and Accepted by	_____	
Title	Salesman _____	Date _____	Title	_____	Date _____
			Warranty Document Received (initial) _____		

Trade Ins: All trade-ins are subject to equipment being in as inspected condition by vendor at time of delivery of replacement machine purchase above. Purchaser hereby sells the trade in equipment described above to the vendor and warrants it to be free and clear of all claims, liens, and security interest except as shown above.
Warranty: By initiaing above the customer acknowledges that they have received a copy of the Western States Co/Caterpillar Warranty and has read and understands said warranty. All used equipment is sold as is where is and no warranty is offered or implied except as specified above



AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
 (Page 1 of 2)

(For BOC Use)
 Item #
 4f

Please complete for each agenda item submitted for consideration by the Board of Commissioners
 (See notations at bottom of form)

Presenter at BOC: Justin Nelson (Via Phone if needed) Phone Number (Ext): 5627
 Department: District Attorney Requested Agenda Date: 9/11/2019
 Short Title of Agenda Item: **Grant- Authorize Admin to Sign**
 (No acronyms please)

This Item Involves: (Check all that apply for this meeting.)

<input type="checkbox"/> Order or Resolution	<input type="checkbox"/> Appointments
<input type="checkbox"/> Ordinance/Public Hearing:	<input type="checkbox"/> Update on Project/Committee
<input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading	<input type="checkbox"/> Consent Agenda Eligible
<input type="checkbox"/> Public Comment Anticipated:	<input type="checkbox"/> Discussion & Action
Estimated Time:	Estimated Time:
<input type="checkbox"/> Document Recording Required	<input type="checkbox"/> Purchase Pre-Authorization
<input type="checkbox"/> Contract/Agreement	<input checked="" type="checkbox"/> Other Grant Application

N/A Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity:
 Contractor/Entity Address:
 Effective Dates – From: Through:
 Total Contract Amount: Budget Line:
 Does the contract amount exceed \$5,000? Yes No

Reviewed By:

_____ DATE	Department Director	Required for all BOC meetings
<i>David L. Nelson</i> DATE 9/11/19	Administrator	Required for all BOC meetings
_____ DATE	County Counsel	*Required for all legal documents
_____ DATE	Finance Office	*Required for all contracts; other items as appropriate.
_____ DATE	Human Resources	*If appropriate

*Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

Note: All other entities must sign contracts/agreements before they are presented to the Board of Commissioners (originals preferred). Agendas are published each Friday afternoon, so requests must be received in the BOC Office by 1:00 p.m. on the Friday prior to the Board's Wednesday meeting. Once this form is completed, including County Counsel, Finance and HR review/sign-off (if appropriate), then submit it to the Board of Commissioners Office.

AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 2 of 2)

1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):

In the past the VOCA (Victim's of Crime Act) grant has been signed by the County Judge or the County Admin. This grant occurs every 2 years. The last grant was signed by Admin Kim Cutsforth.

After consulting with County Admin Darrell Green, it was decided that Board approval needs to be obtained prior to signing by Admin.

The grant was due on Friday, August 30, 2019. The grant was allowed to be submitted without the signature from the Admin with the understanding that the request would be made at a later BoC meeting (per MacKenzie Gray with the Crime Victim Services and Survivors Division of the Oregon Department of Justice).

A copy of the submitted grant has been included with this request.

2. FISCAL IMPACT:

3. SUGGESTED ACTION(S)/MOTION(S):

Motion to approve the signing of the 2019-2021 VOCA/CFA Grant by County Administrator Darrell Green.

Attach additional background documentation as needed.



P.O. Box 788 • Heppner, OR 97836
541-676-5613
www.co.morrow.or.us

Board of Commissioners

Commissioner Jim Doherty, Chair
Commissioner Melissa Lindsay
Commissioner Don Russell

September 11, 2019

Oregon Department of Justice
Crime Victim and Survivor Services Division
CVSSD Fund Coordinators
1162 Court St. N.E.
Salem, OR 97301-4096

Dear CVSSD Fund Coordinators,

This letter is to inform you that, on behalf of the Morrow County Board of Commissioners, Darrell J. Green, Morrow County Administrator, is hereby given authority to sign the Victims of Crime Act (VOCA)/Criminal Fine Account (CFA) application award documents and reporting forms on behalf of the County for the period October 1, 2019 – September 30, 2021.

Please contact the Office of the Board of Commissioners should you have any questions or require additional information.

Sincerely,

Jim Doherty
Chair

Melissa Lindsay
Commissioner

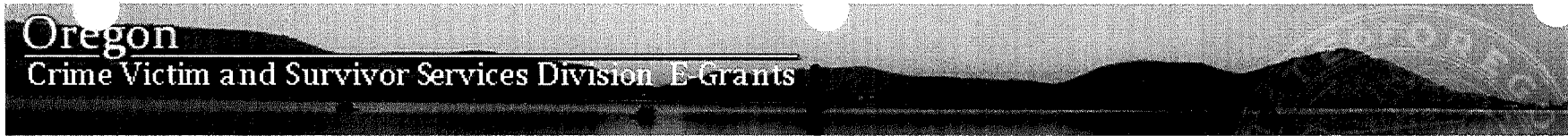
Don Russell
Commissioner

Deona Siex

From: DoNotReply.CVSDEGrants@doj.state.or.us
Sent: Friday, August 30, 2019 4:35 PM
To: Deona Siex; Justin Nelson
Subject: MorrowCo.DAVAP Has Submitted VOCA/CFA-2019-MorrowCo.DAVAP-00049 Application

STOP and VERIFY - This message came from outside of Morrow County Government.

VOCA/CFA-2019-MorrowCo.DAVAP-00049 Application for MorrowCo.DAVAP has been successfully submitted.



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Application Menu - Forms

Please complete all required forms below.

Document Information: [VOCA/CFA-2019-MorrowCo.DAVAP-00049](#)

[Details](#)

Forms

Status	Page Name	Note	Created By	Last Modified By
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Request for Application



[Request for Applications](#)



[Amendments to the Request for Applications](#)



[VOCA Handbook](#)



[VOCA Allowable and Unallowable Costs and Services](#)

[SHOW HELP](#)

Program/Project Information



[A. Cover Page](#)

Ms. DIANE WEHAGE
7/8/2019 3:09:27 PM

Ms. Deona Siex
8/30/2019 11:35:21 AM



[B. Services Checklist](#)

Ms. Deona Siex
7/26/2019 4:38:21 PM

















Ms. Deona Siex
8/30/2019 11:36:02 AM



[D. Staff Roster](#)

Ms. Deona Siex
8/30/2019 11:36:35 AM

Ms. Deona Siex
8/30/2019 11:36:46 AM

	E. Governing Body Roster and Information	Ms. Deona Siex 7/26/2019 4:39:11 PM	Ms. Deona Siex 8/30/2019 11:39:04 AM
	F. Volunteer Information	Ms. Deona Siex 8/7/2019 2:55:04 PM	Ms. Deona Siex 8/30/2019 11:39:50 AM
	G. Crime Victim Compensation Information	Ms. Deona Siex 8/7/2019 4:39:31 PM	Ms. Deona Siex 8/30/2019 11:40:24 AM
	H. Project Description	Ms. Deona Siex 8/12/2019 3:07:14 PM	Ms. Deona Siex 8/30/2019 11:40:55 AM
	I. Policies and Procedures Narrative	Ms. Deona Siex 8/13/2019 10:42:40 AM	Ms. Deona Siex 8/30/2019 11:41:25 AM
	J. MOU's, Contracts, and Subawards	Ms. Deona Siex 8/9/2019 4:29:14 PM	Ms. Deona Siex 8/30/2019 11:42:03 AM
	K. Program Income Narrative	Ms. Deona Siex 8/13/2019 11:38:17 AM	Ms. Deona Siex 8/30/2019 11:43:17 AM
	L. Client Feedback	Ms. Deona Siex 8/7/2019 4:59:04 PM	Ms. Deona Siex 8/30/2019 11:45:46 AM
	M. Attachments to Upload	Ms. Deona Siex 8/9/2019 4:37:10 PM	Ms. Deona Siex 8/30/2019 4:33:51 PM
VOCA/CFA Budget			
	N. Personnel	Ms. Deona Siex 8/29/2019 1:29:41 PM	Ms. Deona Siex 8/30/2019 4:13:18 PM
	O. Services and Supplies	Ms. Deona Siex 8/9/2019 4:47:48 PM	Kate Knop 8/30/2019 1:00:54 PM
	P. Other Costs	Ms. Deona Siex 8/29/2019 3:05:36 PM	Ms. Deona Siex 8/30/2019 4:14:35 PM
	Q. Match	Ms. Deona Siex 8/30/2019 11:59:41 AM	Ms. Deona Siex 8/30/2019 4:15:19 PM
	R. Budget Summary	Ms. Deona Siex 8/29/2019 3:07:54 PM	Ms. Deona Siex 8/30/2019 4:16:46 PM
Miscellaneous			
	Attachments		
	Fund Coordinator/Grantee Notes		

A. Cover Page

1. Organization Certification**By checking the following boxes, I hereby certify the following:**

- ✓ The Organization Information page is complete and accurate. If appropriate, CVSSD has been contacted to make any changes.
- ✓ All agency personnel working on this application have been added to the organization and the application.
- ✓ All personnel no longer associated with this agency have been deactivated in the system.
- ✓ A current (within the last 2 years) Civil Rights Training Certificate has been uploaded on the Certification page under Organization Details within My Organization.
This agency is **new** and hereby certifies it will complete the required Civil Rights training and upload the Civil Rights Training Certificate on the Certification page under Organization Details within My Organization **prior** to executing a Grant Agreement.
- ✓ The Whistleblower Certification has been uploaded on the Certification page under Organization Details within My Organization.
This agency is **new** and hereby certifies it will complete and upload the Whistleblower Certification on the Certification page under Organization Details within My Organization **prior** to executing a Grant Agreement.
- ✓ The program will send at least one representative in a leadership role to each applicable required trainings hosted by CVSSD (ie: Non-Profit Directors Training, ODAA, MDT Day, or Grant Management and Tribal Nation Meetings).
- ✓ The program is eligible to apply for these funds based on the criteria written in the 2019 - 2021 VOCA Non-Competitive RFA and the VOCA Subaward Handbook.

2. Applicant Information

- a. Applicant Agency's Legal Name & Mailing Address:
Morrow County, acting by and through its District Attorney's Office
PO Box 664
Heppner, OR 97836-0664
Phone: 541-676-5626
Fax: 541-676-5660
- b. Physical Address (If different than the mailing address):
100 S Court St
Heppner, OR 97836
- c. County: Morrow County
- d. Additional county(ies) served: None at this time
- e. Congressional District(s) served: * 1 ✓ 2 3 4 5 [Click here to view map](#)
- f. Federal ID #: 93-6002308
- g. Federal DUNS #: 010741189
- h. SAM Expiration Date: * 9/26/2019
- i. Contact Person - The individual who is responsible for the day to day management and program reporting:
Deona Siex
- j. Contact Information:
- k. Fiscal Contact - The individual who

A. Cover Page

prepares the financial reports for the grant based on agency fiscal records:

Kate Knop

I. Fiscal Contact Information:

- m. Fiscal Officer - The individual who has signature authority for financial reporting for the agency. CVSSD will assume that all financial reports submitted in E-Grants have been approved by the Fiscal Officer as a true and accurate representation of grant expenditures.

Kate Knop

n. Fiscal Officer Information:

o. Website Address:

Kate Knopp
PO Box 867
Heppner, OR 97836
541-676-5615
Email: kknopp@co.morrow.or.us
Website: morrowcountyoregon.com

3. **Implementing Agency Type: ***

- a. Government Agencies Only: Which designation best describes your government agency (select one response)?

Law Enforcement

Prosecutor - County District Attorney

Prosecutor - City Attorney

Other Government Agency (please specify):

- b. Nonprofit Organizations Only: Which designation best describes your nonprofit organization (select one response)?

Child Abuse Service Organization (e.g., Child Advocacy Center)

Domestic and Family Violence Organization

Faith-Based Organization

Organization Provides Domestic and Family Violence and Sexual Assault Services

Organization by and/or for Underserved Victims of Crime (e.g., Drunk Driving, Homicide, Elder Abuse)

Sexual Assault Services Organization (e.g., Rape Crisis Center)

Multiservice Agency

Other Nonprofit Organization (please specify):

- c. Federally Recognized Tribal Governments, Agencies, and Organizations Only: Which designation best describes your tribal agency or organization (select one response)?

Child Abuse Service Organization (e.g., Child Advocacy Center)

Court

Domestic And Family Violence Organization

A. Cover Page

Faith-Based Organization
 Juvenile Justice
 Law Enforcement
 Organization Provides Domestic and Family Violence and Sexual Assault
 Services
 Prosecutor
 Sexual Assault Services Organization (e.g., Rape Crisis Center)
 Other Justice-Based Agency
 Other Agency that is NOT Justice-Based (e.g., Human Services, Health,
 Education)
 Organization by and/or for a Specific Traditionally Underserved Community
 Organization by and/or for Underserved Victims of Crime (e.g, Drunk Driving,
 Homicide, Elder Abuse)

4. Faith-Based Organizations

The organization is faith-based.

5. Application to receive the following funds and serve the following VOCA priority category(ies) (completed by CVSSD): *

✓ CFA Funds

GFCMA Funds

✓ VOCA Funds

Domestic Violence

Sexual Assault

Child Abuse

✓ General Victim Assistance

Underserved

6. Staff Information

- a. Total number of paid staff for all applicant victimization program and/or services (Count each staff member once. Both full and part time staff should be counted as one staff member. Do not prorate based on FTE.): 1

B. Services Checklist

1. Identify the victims to be served through this VOCA funded project (check all that apply):*

- ✓ Adult Physical Assault (Includes Aggravated and Simple Assault)
- ✓ Adult Sexual Assault
- ✓ Adults Sexually Abused/Assaulted as Children
- ✓ Arson
- ✓ Bullying (Verbal, Cyber or Physical)
- ✓ Burglary
- ✓ Child Physical Abuse or Neglect
- ✓ Child Pornography
- ✓ Child Sexual Abuse/Assault
- ✓ Domestic and/or Family Violence
- ✓ DUI/DWI Incidents
- ✓ Elder Abuse or Neglect
- ✓ Hate Crime: Racial/Religious/Gender/ Sexual Orientation/Other (Explanation Required)
- ✓ Human Trafficking: Labor
- ✓ Human Trafficking: Sex
- ✓ Identity Theft/Fraud/Financial Crime
- ✓ Kidnapping (non-custodial)
- ✓ Kidnapping (custodial)
- ✓ Mass Violence (Domestic/International)
- ✓ Other Vehicular Victimization (e.g., Hit and Run)
- ✓ Robbery
- ✓ Stalking/Harassment
- ✓ Survivors of Homicide Victims
- ✓ Teen Dating Victimization
- ✓ Terrorism (Domestic/International)
- ✓ Violation of a Court Order
- Other

If other, please describe:

2. Check the services to be provided by this VOCA funded project (check all that apply):***a. Information & Referral**

- ✓ Information about the criminal justice process
- ✓ Information about victim rights, how to obtain notifications, etc.
- ✓ Referral to other victim service programs
- ✓ Referral to other services, supports, and resources (includes legal, medical, faith-based organizations, address confidentiality programs, etc.)

b. Personal Advocacy/Accompaniment

- ✓ Victim advocacy/accompaniment to emergency medical care
- ✓ Victim advocacy/accompaniment to medical forensic exam
- ✓ Law enforcement interview advocacy/accompaniment
- ✓ Individual advocacy (assistance in applying for public benefits, return of personal property or effects)
- ✓ Performance of medical or nonmedical forensic exam or interview or medical evidence

B. Services Checklist

collection

- ✓ Immigration assistance (e.g., special visas, continued presence application, and other immigration relief)
- ✓ Intervention with employer, creditor, landlord, or academic institution
- ✓ Child and/or dependent care assistance (includes coordination of services)
- ✓ Transportation assistance (includes coordination of services)
- ✓ Interpreter services (including coordination of services)

c. Emotional Support or Safety Services

- ✓ Crisis intervention (in-person, includes safety planning, etc.)
- ✓ Hotline/crisis line counseling
- ✓ On-scene crisis response (e.g., community crisis response)
- Individual counseling (licensed)
- Support groups (facilitated or peer)
- Other therapy (traditional, cultural, or alternative healing; art, writing, or play therapy; etc.)
- ✓ Emergency financial assistance (includes emergency loans and petty cash, payment for items such as food and/or clothing, changing windows and/or locks, taxis, prophylactic and nonprophylactic meds, durable medical equipment, etc.)

d. Shelter/Housing Services

- ✓ Emergency shelter or safe house (including referrals)
- ✓ Transitional housing (including referrals)
- ✓ Relocation assistance (includes assistance with obtaining housing)

e. Criminal/Civil Justice System Assistance

- ✓ Notification of criminal justice events (e.g., case status, arrest, court proceedings, case disposition, release, etc.)
- ✓ Victim impact statement assistance
- ✓ Assistance with restitution (includes assistance in requesting and when collection efforts are not successful)
- ✓ Civil legal assistance in obtaining protection or restraining order
- ✓ Civil legal assistance with family law issues (e.g., custody, visitation, or support)
- ✓ Other emergency justice related assistance
- ✓ Immigration assistance (e.g., special visas, continued presence application, and other immigration relief)
- ✓ Prosecution interview advocacy/accompaniment (includes accompaniment with prosecuting attorney and with victim/witness)
- ✓ Law enforcement interview advocacy/accompaniment
- ✓ Criminal advocacy/accompaniment
- Other legal advice and/or counsel

f. Assistance in Filing Compensation Claims

- ✓ Assists potential recipients in seeking crime victim compensation benefits *

D. Staff Roster

To complete and/or edit the Staff Roster, please go to the "My Organization" page, and then "Organization Details". Applicants are required to complete information about each CVSSD grant funded staff person in the Staff Roster and upload corresponding job descriptions. The Staff Roster is where applicants demonstrate that the minimum training requirements have been met for each staff person. Training content is outlined [here](#).

Please keep the following in mind as you complete the Staff Roster:

- All new applicants must complete the Staff Roster. Please see the Application Instructions for more guidance on how to do so.
 - All current CVSSD grantees must ensure that their Staff Roster is complete and up-to-date.
 - All Staff Roster pages must include an uploaded job description and a complete list of training , as applicable.
 - Please see the Request for Applications for information regarding training requirements .
 - Mark any unfilled positions as "Vacant".
 - Staff who have left the agency cannot be removed from the staff roster . However, once a vacate date has been added to the staff roster page, the page will automatically move to the Staff Roster Archived list.
- ✓ By checking this box, I hereby certify that the organization's staff roster is complete and accurate.
- [Click here to view the Staff Roster report](#)

Staff Roster: Deona Siex Victim Assistance Director/Advocate

- 1. **Name: *** Deona Siex
- 2. **Start Date:*** 5/19/2010
- 3. **Date Vacated (if applicable):**
- 4. **Title: *** Victim Assistance Director/Advocate
- 5. **Bicultural/Bilingual (Specify Language/Cultural Capacity):**
English
- 6. **Job Description:** http://cvssdegrants.com/_Upload/27537-MCVAPJobDescription.pdf

7. **Funding for the position ***

Funding Source	FTE
VOCA Non-Competitive	0.49
County Funds	0.33
CFA	0.18

Total Position FTE **1**

8. **Training Received: ***

Title of Training	Date of Training	Number of Hours
ODAA SunRiver Oregon	8/3/2011	24
2011 Northwest Indian Country Conference-3 days Spokane Wa	9/26/2011	24
MDT Day Portland, OR	4/23/2012	8
2012 Child Abuse Summit-4 days Portland OR	4/24/2012	22.5
Cultural Competency & Poverty Training--2 days La Grande Oregon	5/7/2012	14
Oregon Coalition Conference--3 days Bend, Oregon	6/25/2012	24
ODAA Conference-3 days Bend Oregon	8/3/2012	24
Human Trafficking-Oregon Coalition Pendleton Oregon	10/19/2012	4
Director's Day Salem Oregon	4/2/2013	8
2013 Child Abuse Summit-4 days Portland Oregon	4/23/2013	22.5
Cross training for Victim Service Providers Pendleton Oregon	3/14/2103	12
Elder Abuse Victim Services training	6/12/2013	8

Staff Roster: Deona Siex Victim Assistance Director/Advocate

Clackamas Oregon		
Culturally appropriate response for American Indian victims of SA (webinar)	7/16/2013	1.5
DVS training on DV/SA presented by DVS Advocate	8/10/2013	2
Pendleton Oregon		
2013 MDT Day	4/22/2013	8
Portland Oregon		
2014 Child Abuse Summit- 4 days	4/22/2014	22.5
Portland Oregon		
ODAA Conference-3 days	8/19/2014	20
Bend Oregon		
31st International Symposium on Child Abuse--3 days	3/23/2015	24
Huntsville Alabama		
ODAA conference--3 days	8/18/2015	20
Bend Oregon		
30th Annual San Diego Child Abuse Conference-4 days	1/24/2015	22
San Diego CA		
ODAA Conference--3 days	8/14/2016	20
Bend Oregon		
Elder Abuse Conference-2 days	10/27/2016	12
Seaside Oregon		
National training Institute Victim of Crime-3 days	9/19/2016	20
Philadelphia		
International Conference SA and DV-2 days	4/18/2017	12
Orlando Florida		
ODAA Conference-2 days	7/18/2017	16
Bend Oregon		
29th Annual Crimes against Women Conference-3 days	8/7/2017	20
Dallas Texas		
ODAA Conference-2 days	8/14/2018	16
Bend Oregon		
Elder Abuse Conference-1.5 days	11/8/2018	12
Bend Oregon		
2019 Child Abuse Summit-4 days	4/18/2019	22.5
Portland Oregon		
ODAA Conference-2 days	8/14/2019	16
Redmond Oregon		
Elder Abuse Training-1 day	7/31/2019	8
Hood River Oregon		

9. Has the SVAA training requirement been met? *

Staff Roster: Deona Siex Victim Assistance Director/Advocate

Yes No N/A

If yes, date met

6/11/2010

requirement:

10. **Have the DV/SA staff training requirements been met? ***

Yes No N/A

If yes, date met

requirement:

11. **Does this staff member have advocate-victim privilege and has the training requirement been met? ***

Yes No N/A

If yes, date met

requirement:



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Document Information: [OI-MorrowCo.DAVAP-00065](#)

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CERTIFICATIONS

Instructions:

- Please complete this page and click **SAVE**, any errors will be noted at this point.
- Required fields are marked with a *.

Civil Rights Training Certification

All grantees must comply with federal and state civil rights laws and requirements. More information on these requirements can be found [here](#). Grantees must complete and upload the [Civil Rights Training Certification](#) at least once every two years.

Certification Upload	Date of Completion
<input type="button" value="Choose File"/> No file chosen <input type="checkbox"/> DELETE* 109460_355148-CivilRightsVOCACFA20192021.pdf	01/31/2015 *
<input type="button" value="Choose File"/> No file chosen <input type="checkbox"/> DELETE* 109460_2-CivilRightsCertification2017thru2019.pdf	12/06/2017 *
<input type="button" value="Choose File"/> No file chosen <input type="checkbox"/> DELETE* 109460_355148_3-CivilRightsCerticationDAVAP0006520192021.pdf	08/23/2019 *
<input type="button" value="Choose File"/> No file chosen *	*

Whistleblower Certification

All grantees must certify that they are in compliance with federal whistleblower protection requirements (41 U.S.C. 4712), including informing employees of their rights and remedies. Grantees must complete and upload the Whistleblower Certification at least once every two years.

Certification Upload

Date of Completion

No file chosen *
[109460_418044-CAMIWhistleblowerprotectiondoc.pdf](#)

03/19/2019 *

No file chosen *
[109460_418044_2-Whistleblowerdoc20192021.pdf](#)

08/30/2019 *


No file chosen *

* *


Navigation Links

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 [Grantee Documentation](#)

Note Created By

 Siex, Ms. Deona
3/27/2012 1:47:39 PM

Siex, Ms. Deona
8/13/2015 3:44:01 PM

Siex, Ms. Deona
8/13/2015 3:43:32 PM


Last Modified By

Siex, Ms. Deona
8/30/2019 11:27:20 AM

Siex, Ms. Deona
7/17/2019 2:20:21 PM

Siex, Ms. Deona
8/30/2019 11:05:50 AM

109460

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E. Governing Body Roster and Information

✓ Not Applicable

In order to complete and/or edit the Governing Board Roster, please go to your "My Organization" page, and then "Organization Details".

By checking this box, I hereby certify that the organization's board roster is complete and accurate. *

[Click here to view the Board Roster report](#)

Non-profit organizations are required to submit a Governing Body Roster. Tribal Nations are not required to enter a Governing Body Roster, but may choose to enter governing leaders or the individuals specifically designated to provide oversight of the funding. 12 hours of training is required of a non-profit organization's governing body. Training content is outlined [here](#). Applicants must provide:

1. An updated list of the governing body (Board of Directors or other controlling body as identified in 2. below.)

2. Documentation that the required minimum of 12 hours of training is met by:

1. The non-profit organization's Board of Directors; or

2. Specific members of the governing body or other group(s) designated to provide oversight of the program *if* the program is within a larger organization or Tribal Nation; and

3. For new members of the governing body or other group(s) designated to provide oversight of the program, this training must occur within the first year of service.

1. Is your program: *

The sole focus of the organization and the Board of Directors?

Part of a larger organization or Tribal Nation?

If your program is part of a larger organization or Tribal Nation, describe which group(s) is responsible for providing organizational oversight of the victim services program.

This can be the governing body, a subgroup of the governing body, or separate advisory or community group.

2. Describe the role of the organization's governing body (Board of Directors, Tribal Council, other controlling body) in providing oversight of the program. Include a brief summary of the written documents that govern their operation (bylaws, constitution, conflict of interest, confidentiality, etc.).

3. Describe how the organization's governing body is representative of the diverse populations that are served by the organization. What steps has the governing body taken to become more culturally responsive?

F. Volunteer Information

VOCA Federal Guidelines require that VOCA funded programs utilize volunteers. Volunteers must enhance services to victims through VOCA allowable activities. See the VOCA Subaward Handbook and RFA Instructions for more details regarding direct service volunteers.

1. Describe how volunteers and/or student interns will participate in the proposed VOCA Grant. Only include information on volunteers associated with this grant (check all that apply).*

Provide services directly to clients

If providing services directly to clients, please list services:

Morrow County Victim Assistant office utilizes volunteers to assist the Victim Assistant by accompanying the victim or victims to court for hearings as well as providing a safe secure and locked area, as well a child care while the victim is testifying, or needed in the court room.

Provide clerical/support services directly related to the grant (filing, data entry, etc.)

If providing clerical/support services, you must list services:

Morrow County Victim Assistant office utilizes volunteers to assist filing, updating resource material by printing and folding brochures for victims, information table, and to distribute to Community partners.

Other

If other, please describe:

2. How will the program recruit volunteers (check all that apply):*

Internet/Social Networking Websites/E-mail

Community Events

Radio/Television Public Announcements

Newspaper/Newsletter Ads/Articles

Schools and Universities

Other

If other, please describe:

Morrow County is a small county and has several small communities that make up the county. The Morrow County District Attorney's office is a participant of the Career Day for the students and that is when I have spoken to and tried to recruit volunteers. Another way I have found to recruit volunteers is word of mouth, which in small towns the word travels fast.

3. How will the program supervise volunteers (check all that apply):*

Executive Director, Program Director, or Office Manager will provide scheduling/general oversight

Volunteer Coordinator will provide scheduling/general oversight

Program staff with whom volunteers are working will provide specific oversight

Other

If other, please describe:

4. How will the program train volunteers (check all that apply):*

Attend formal presentations at applicant agency

Attend classes at local college

Self study with printed/electronic materials

One-on-one with agency staff

 F. Volunteer Information

- ✓ Job shadowing
- ✓ Victim Assistance Training Online
- Other

If other, please describe:

5. How will the program support volunteers (check all that apply):*

- ✓ Debriefings with Executive Director, Program Director, or Office Manager Frequency: Quarterly or when needed
- Debriefings with Volunteer Coordinator Frequency:
- Agency Mentor
- Volunteer meetings
- Volunteer appreciation events
- Other

If other, please describe:

6. How will the program conduct background checks for volunteers (check all that apply): *

- Oregon State Police
- On-Line Service

If on-line service, please specify the name of the service and whether it is nationwide or statewide:

- ✓ Other

If other, please describe:

Morrow County Sheriff's office

7. Upload a copy of your agency's policy around accepting volunteers with criminal histories.

http://cvssdegrants.com/_Upload/232470_436002-Volunteerpolicywithcriminalhistory2019.pdf

8. Upload a copy of your agency's Volunteer Position Description(s) or Statement of Duties for each separate volunteer position (advocate, training, clerical, etc.).

http://cvssdegrants.com/_Upload/232470_436003-Volunteerpositiondescriptionofduties2019.pdf

9. Number of volunteers supporting the work of this VOCA award (plus match) for applicant's victimization programs and/or services (Count each volunteer once. Do not prorate based on FTE.): 0

10. Number of volunteer hours supporting the work of this VOCA award (plus match) for applicant's victimization programs and/or services (Total count of hours to be worked by all volunteers supporting the work of this VOCA subaward plus match.): 0

G. Crime Victim Compensation Information

1. How does the agency inform eligible victims of crime about the Crime Victim Compensation Program (CVCP) (check all that apply): *
- ✓ Direct mailing to the victim
 - ✓ Telephone call to the victim
 - ✓ In-person meeting with the victim
 - Electronically
 - Other
- If Other, please describe:
2. What assistance is provided to complete and file the application for CVCP? (check all that apply): *
- ✓ CVCP staff contact information
 - ✓ One-on-one meeting with the victim
 - ✓ Obtain a copy of the police report and mail in the application for the victim
 - Provide a quiet and private space for the victim to complete the application
 - ✓ Telephone assistance
 - Provide a computer to apply through the CVCP portal
 - Other
- If Other, please describe:
3. Which staff in the agency are trained and able to provide assistance with CVCP applications? (Check all that apply): *
- All
 - Volunteer Coordinator
 - Advocates
 - Volunteers
 - ✓ Director and/or Assistant Director
 - Administrative Assistants
 - Other
- If Other, please describe:
4. How has staff been trained about the CVCP? (Check all that apply): *
- Attended training at DOJ CVSSD
 - Trained by co-workers
 - Self taught
 - Job shadowing/Observation
 - ✓ Other
- If Other, please describe:
Morrow County is not a big enough county to employ any other staff except the Victim Assistant.

H. Project Description

1. Clearly and concisely describe the general nature and scope of issues facing victims in your local community. Describe what analyses or assessments that were completed to identify these needs. Your response to this question should capture unique geographic and population specific concerns, such as issues impacting rural/frontier, underserved, marginalized and/or oppressed populations and/or Tribal Nations.

Morrow County is a county that covers approximately 2032 land area miles. It is a small rural county with 5 towns/cities that make up the county with 11,372 population. The county is spread out with a variety of different geographic areas such as agriculture, industrial, livestock, dairies and logging. Morrow County has a diverse variety of races with Black or African American being 1.1%, White alone 58.3%, Hispanic or Latino 37.3%, with 2 or more races being 2.5%. In the last several years Morrow County has seen a larger amount of immigrants that have located in the Boardman area where there are dairies, field crops, and Industrial plants with more job opportunities available. I believe the races that the Victim Assistance office has dealt with are from Guatemala, Honduras, and Somalia. If I were to guess I believe that the percentage of the immigrants are much higher than what is listed. In communicating with the victim or victims of criminal cases from these other countries, the Victim Assistant uses interpreters to ensure that all the services are provided that are needed. Morrow County also has a fairly high population of Veterans, with an approximate count of 956. The Victim Assistance works with the Veterans Services, and communicate the resources and the needs available. The Victim Assistant provides transportation to court hearings, as well as hearing devices if needed. The Courthouse in Heppner also has an elevator for wheelchair, and walker access to the court room. Morrow County does not have a Domestic Violence office that is open daily, nor a shelter in the county. There are times the victims of Domestic Violence or Sexual Assault need to have a safe place to stay, and at times do not have transportation. The Morrow County Victim Assistant provides the victims with Emergency funds for a motel room, meals, and or gas for their vehicle to travel to court hearings or to the office to assist them with completing Restraining or Stalking Orders. Morrow County also has a transportation service that allows the victims and their families transportation, but they must provide at least 48 hour notice. The Victim Assistant will transport victims and their family to Grand Jury, Court hearing, Trials, Settlement conferences as well as victim meetings with District Attorney. Morrow County is too spread out to walk from the North end of the County to the South, so that is why the Victim Assistant provides transportation services to the victims.

2. Describe specific activities and services that will be provided through this project. Draw a connection for how these activities and services will address the issues described in Question #1. Describe who will deliver the activities and services, and what training and experience the designated staff person(s) brings to the position.

VOCA/CFA funds combined or VOCA-NC only*

The Morrow County Victim Assistant will travel to meet with the victim and the family to assist in completion of the Victim Intake packet, Crime Victim Compensation forms as well as assisting in completing a Restraining or Stalking order. The Victim Assistance program has emergency assistance funds that can be used to help victims and their family with a motel room, meals, changing locks in their home to ensure safety, as well as clothing. The Victim Assistance utilizes interpreter to assist in understanding and communicating with the victims whether it be during a victim meeting with the District

H. Project Description

Attorney, completing Victim Rights intake forms, Crime Victim Compensation forms, Restraining or Stalking orders, as well as accompanying them to court for the hearing so they feel involved in the court process and they are able to understand in their own language. The Victim Assistant also works closely with Immigration attorneys, and catholic charities to provide the service of certifying their U-Visas . It is once the documents are complete with the required information, the District Attorney will sign them and the Victim Assistant will email and then mail them to the appropriate person. The Morrow County Victim Assistant has a good rapport and communication with Law Enforcement . When Morrow County Sheriff's office or Boardman Police Department have a incident of Domestic Violence or Sexual Assault they contact the Victim Assistant for services and resources. With Law Enforcement contacting the Victim Assistant early on in the incident ensures that the victim establishes a relationship of trust, not just for the services provided but through prosecution as well. The victim Assistant can provide emergency assistance funds such as a Motel since Morrow County does not have a Domestic Violence or Sexual Assault shelter in the county. The emergency service funds can provide food, clothing, personal items and shoes to the victim or victims of the Criminal cases as well as Domestic Violence, and Sexual Assault incidents. The Victim Assistant can also provide transportation to a safe place, whether it be a motel, a friends home, or their home after the victim or victims are released from the hospital. The Victim Assistant office is a large room that provides a safe place behind a locked door for victims and families during court hearings. The court hearings may be Grand Jury, Settlement Conference, or Trial. The Victim Assistant room has a variety of things for the victim and family to do while they wait such as watch TV, play video games, listen to music, play a game, read a book, or just roll around in the bean bag chair. The Victim Assistant also provides snacks, and bottled water if either the victim or the family becomes hungry or thirsty during the court process. Morrow County Victim Assistant can also provide emergency assistance in replacing door locks for the front and back doors to ensure safety from the offender .

CFA funds only (if applicable and if different than plans for VOCA-NC funds)

None at this time

3. Describe what areas within your agency/program that need greater capacity development in order to support the delivery of services to victims? How does this present challenges and/or opportunities to your agency/program as a whole? How will this funding support building this needed capacity (more staff training, ability to increase or sustain current staffing levels, increase volunteer recruitment and retention efforts, etc)?

The Morrow County Victim Assistant office employs one full time staff, that facilitates many different areas of the job. The Victim Assistant is manned by one person, and with Morrow County being a small county, it is possible that the Victim Assistant will know the victim and family, so the cases are handled in a personal manner. That is a benefit that a small county has where larger counties don't, there is a greater possibility that there is already a relationship of trust established prior to the crime. The services and resources that are provided to the victims and families are determined by the their needs whether it be lodging, food, clothing or transportation. The VOCA/CFA grant funding allows Morrow County to keep the Victim Assistant position to ensure that direct services are provided to the victims and families of criminal cases. The Victim Assistant program allows the victims and families to have a contact person within the District Attorney's office that will provide

H. Project Description

services, resources, facilitate victim meetings to discuss the prosecution process, assist with Victim Right intake, restraining or stalking orders, crime victims compensation, accompanying the victim and family in court proceedings, as well as answer any questions that they may have. The grant funding that is received is also utilized to keep the Victim Assistant educated in the Victim Assistant position with the most updated information and material to enable that the victim and family needs for direct services are met.

4. In the appropriate boxes below, describe all community partnerships and collaborative working relationships with organizations essential to providing services to victims of crime.

a. Describe how services for victims of domestic violence and sexual assault are coordinated with community and other government based programs.

Morrow County is a small rural county but has community partners that work closely and collaborate with the Victim Assistant when there is a victim in need of services. The Victim Assistant works with Law Enforcement and Department of Human Services on a weekly sometimes daily basis on Domestic Violence and Sexual Assault cases. In some cases of Domestic Violence there are children present, and services are provided by Department of Human Services to keep them safe. In times and situations like this the Victim Assistant can help to provide clothing, food, and personal items if they are needed. Morrow County does not have a shelter located in the county so the Victim Assistant also reaches out to motels in the county that can provide a safe place for the victim and the family. If transportation is needed the Victim Assistant can transport them to their safe place, and arrange a time to assist them with Victim Rights forms, Crime Victims Compensation forms as well as a Restraining Order if they so desire. The Victim Assistant communicates with the local neighborhood centers for clothing, assistance with utilities if needed. The VA will also assist the victim in completing the forms for the Oregon Health plan for insurance, food and cash assistance if needed. The VA can communicate with the Mental Health agency to ensure that the victim and family receive services if wanted for the Domestic Violence or the Sexual Assault. The Victim Assistant has learned throughout the years to be creative with some of the community partners to ensure the victims receive the services that are needed. Morrow County is a small rural county and does not have a lot of resources, as the larger counties do, so the Victim Assistant looks to continue to build and collaborate with community partners to ensure that victims receive all the resources that is needed.

b. Describe the status of the SART in your county and any regular interactions with the SART.

Morrow County has a SART team that meets quarterly, and discuss any Sexual Assault cases that Law Enforcement in Morrow County are investigating. The Morrow County SART team consists of the District Attorney, Deputy District Attorney, School Resource Officer, Domestic Violence Advocate, Victim Assistant, and Detectives from Morrow County Sheriff's office as well as Boardman Police Department. The Victim Assistant keeps an attendance sheet and there is notes taken with number of cases discussed if any, and what the resolution if any with the case. The SART team usually meets up in Boardman due to the majority of the Detectives are located up there.

c. Describe how services for child victims of abuse are coordinated with community and other government based programs and any regular interactions with the local MDT.

Morrow County has a MDT team that meets monthly to discuss child victim cases of abuse, The MDT team is constructed of Law Enforcement, Mental Health, School

H. Project Description

Counselors, School Resource officers, Department of Human services, CARE program with Health Department, Head Start, Domestic Violence, Principals, as well as prosecution. As a team we discuss child abuse, whether it be physical or sexual, and ensure that all community partners are involved to ensure that the children and family receive all the direct services, and resources that are needed. The Victim Assistant is the contact person for the District Attorney's office, and is able to connect with the child and family early on to ensure that there is a relationship of trust in place as the criminal case moves forward for prosecution. If the child victim is need of an examination, assessment, as well as interview for the crime that was committed by the offender, Morrow County is contracted with a Designated Medical Provider to provide these services for Law Enforcement and Department of Human Services investigations. When the results from the assessment, examination and interview are determined, it will be included in the material for prosecution.

- d. Describe how services for general victims of crime are coordinated with community and other government based programs.

Morrow County Victim Assistant provides direct services to victims of crime as determined by the victim and family to ensure that their needs are met, whether it be transportation, food, a safe place to stay, clothing, shoes, as well as replacing door locks if needed. Morrow County is a small county with 5 small towns/cities that make up the structure of the county, with limited resources compared to the larger counties. The Victim Assistant communicates with Community partners to ensure that the victims and family is provided with the direct services that are needed as a result of the criminal case. The Victim Assistant will make contact with community partners to assist the victim and family with transportation, clothing, assistance in completing documents for assistance such as the Oregon health plan, tanf, and snap, food as well as a safe place to live.

- e. Describe how services for victims of crime from underserved, marginalized and/or oppressed populations and/or Tribal Nations are coordinated with community and other government based programs.

The Morrow County Victim Assistant provides direct services to many different races of victims that are victims of a crime. The direct services that the Victim Assistant provide may require the use of a translator to help ensure that all the needs are understood and met. Voca/CFA grant funds provide funding for the Victim Assistance program to utilize translators for this reason and to ensure that the court proceedings are understood as well. There are times that the victim and family do not have transportation, or funds for gas to get them to court hearings, Grand Jury, or Trial, so the Victim Assistant will provide funds for gas, or provide transportation to them so that it doesn't create a financial hardship for the family. There are times that the Victim Assistant will provide the victim with a hearing device in cases where there are hearing difficulties and the victim is not able to hear during the court hearing, Restraining or Stalking order hearing, Settlement Conference, or Trial. The courthouse in Heppner also provides an elevator for those victims that utilize a walker, or wheelchair, and the Victim Assistance will accompany the victim and family to the courtroom that is located on the second floor for the court hearing.

I. Policies and Procedures Narrative

The Oregon Administrative Rules for Crime Victims Assistance, OAR 137-078-0030, requires that a city or county victims' assistance program (VAP) establish written procedures for the delivery of core services to victims of all types of crime. The written procedures should provide sufficient detail to ensure that the provision of the core services meets the specific service requirements described in OAR 137-078-0030.

Policies and Procedures

1. **Establish a written procedure for notification to crime victims of their rights in Oregon.**
 - (a) Provide notice to victims of crime about their rights as a crime victim as soon as practicable including providing information about specific rights which must be requested to become rights, and provide access to information about how to remedy situations where crime victim notification rights are not honored.
2. **Establish a written procedure for notification to crime victims of any critical stages of the criminal case.**
 - (a) Upon crime victim request inform crime victims in advance of any critical stage of the proceeding.
3. **Establish written procedures on providing "advocacy" which is defined as the act of assisting crime victims and family members through the aftermath of a crime, ensuring their rights are honored within the criminal justice system.**
 - (a) Includes advocacy of the core services as well as acting as a liaison in locating and utilizing resources to improve the crime victims' emotional and mental health.
4. **Establish a written procedure for assistance to crime victims in obtaining restitution or compensation for medical or other expenses incurred as a result of the criminal act.**
 - (a) Identify and contact crime victims who have sustained monetary losses and obtain verification of those losses (estimates of damage, salary verification, etc.);
 - (b) Make available to the Prosecuting Attorney and courts documentation of losses incurred by the crime victims;
 - (c) Assist crime victims when it is necessary for them to attend a restitution hearing; and
 - (d) Assist crime victims who inform the VAP of non-receipt of restitution payments by providing referral to persons who may assist the crime victim in obtaining a remedy for a violation of crime victims' right.
5. **Establish a written procedure to prepare crime victims for the various court stages through which a case progresses.**
 - (a) Prepare crime victims, when practicable, either by written or oral communication, of the various court procedures through which a case progresses (grand jury, arraignment, plea trial, etc.).
6. **Establish a written procedure to describe the circumstances under which crime victims may be accompanied to court hearings by VAP staff consistent with the purpose of providing support and information when deemed necessary or upon request. The procedure shall define when this service is not practicable.**
 - (a) Upon request or when deemed necessary by VAP staff, arrange for advocate(s) to accompany crime victims to court; and
 - (b) When possible, advocates who accompany crime victims to court will remain with crime victims throughout their court appearances.
7. **Establish a written procedure for crime victims' input into the decision-making process,**

I. Policies and Procedures Narrative

both at the prosecutorial and the judicial level.

- (a) Involve the crime victims in the sentencing process, including appearances at sentencing hearings, making the court aware of the victim's presence, and facilitating the crime victim's involvement in the preparation of pre-sentence reports and the "Victim Impact Statement"; and
- (b) Upon the crime victims' request, and to the extent practicable, insure consultation with crime victims of violent felonies regarding the plea discussions before final plea agreements are made.

8. Establish a written procedure to inform crime victims and all family members of deceased crime victims of the process for the return of property held as evidence.

- (a) Refer crime victims to those criminal justice authorities responsible for the return of property held as evidence; and
- (b) Intercede on behalf of crime victims with those criminal justice authorities responsible for the return of property in order to obtain the early release of victims' property when necessary.

9. Establish a written procedure to assist victims facing logistical barriers to appearing in court.

- (a) Assist crime victims in arranging for the provision of temporary child care when appropriate;
- (b) Upon request, arrange for transportation of crime victims when deemed necessary for their participation in the criminal justice proceedings; and
- (c) Upon request, intercede with an employer on the crime victims' behalf where the need for court appearance has caused, or will cause, an employed person to lose time from work and possibly jeopardize his/her employment.

10. Establish a written procedure for notification to crime victims and relatives of deceased victims of compensable crimes under the Act of the existence of the CVCP. When requested, or determined to be necessary by CVSSD, assist crime victims in collecting required documentation, completing and submitting CVCP applications.

- (a) Notify crime victims of the existence of the CVCP and provide an explanation of available benefits by providing crime victims and relatives with an informational brochure and an application form;
- (b) When requested, assist crime victims and relatives, who are not able to do so independently, in gathering information and completing their applications in order to submit a claim for compensation; and
- (c) Upon request, inquire as to the claim status and payments with the CVCP.

11. Develop written practices to address the interests, needs, and safety of crime victims in order to encourage and facilitate crime victims' testimony. The services listed below may be provided to a witness to a crime, when deemed necessary or appropriate in circumstances where the witness has been traumatized by the crime.

- (a) Orient personnel of the criminal justice system, who will or may have contact with crime victims, to the needs of crime victims in general and in special circumstances, to the needs of particular crime victims;
- (b) Provide a safe waiting area separated from the defendant, defendant's family and friends;
- (c) Notify the appropriate law enforcement agency if protection of the crime victim is requested or deemed necessary by VAP staff;

I. Policies and Procedures Narrative

- (d) When deemed necessary, advise the proper authorities of the need to include no contact provision with the crime victim as a condition of a release agreement and order and sentencing judgment;
- (e) In those cases where tampering with or harassment of a crime victim occurs, encourage prosecutors to file proper charges and to give the charges priority in prosecutorial charging decisions; and
- (f) When hearings are cancelled, insure that a procedure exists to notify crime victims who have been requested or subpoenaed to appear, that the hearing has been cancelled, and that the victims' appearance has been excused, or continued to a future date, as the case may be.

Please upload the program's written procedures for the statutorily required core services:

http://cvssdegrants.com/_Upload/232805_435837-MCDistrictAttorneyVApoliciesandrelatedprocedures20192021grant.pdf

 J. MOU's, Contracts, and Subawards

CVSSD expects that strong partnerships will be developed for project implementation purposes and to ensure that the project is effectively responding to the needs of the population being served. For any formal partnerships that do not involve an exchange of funds, a Memorandum of Understanding must be used. If grant funds will be paid to an outside entity, the subrecipient and contractor determination checklist should be used as guidance to determine whether a contract or subaward is more appropriate.

A. MEMORANDUMS OF UNDERSTANDING - The MOU is a document containing the terms of the partnership and the roles and responsibilities between two or more parties. If the Project Description indicates a formal collaboration an MOU must be completed, signed, and dated by the authorized representative.

Please upload the applicable Memorandum(s) of Understanding. A sample version of the form can be found here.

B. CONTRACTS - A contract is needed when these grant funds will be used to obtain ancillary goods or services from an outside entity (contractor) for the applicant's own use or for project participants at the direction of the applicant (the contractor will not make participant eligibility determination and does not have the authority to make decisions regarding the delivery of services and the types of services provided). If this application will include contracting, please respond to the following questions. For clarification of federal requirements regarding procurement standards click here.

1. Proposed Contract #1

a. Name of proposed contractor:

b. Based on CFR 200.330, applicant has determined that the proposed agreement is a contractual relationship (click here for a subrecipient and contractor determination checklist).

c. Did the applicant follow procurement procedures that meet federal standards? (For clarification of federal requirements regarding procurement standards click here.)

Yes No

If no, please explain:

d. Is this a sole source contract?

Yes No

e. Describe the specific product or service the contract is intended to address:

f. Describe how the applicant determined that contracting was the most efficient and effective manner to purchase the good or service:

g. Describe the solicitation efforts that were conducted to select the contractor (if using sole source and no solicitation efforts were made, explain why not):

h. Describe the unique qualifications, abilities or expertise of the contractor to deliver the product or service (if using sole source, also explain why it was necessary to contract non-competitively and how long it would take another contractor to reach the same level of competency):

i. Please upload the applicable contract. Click here to view the required minimum elements of a

J. MOU's, Contracts, and Subawards

contract.

j. Is there an additional contract to include?

Yes No

2. Proposed Contract #2

a. Name of proposed contractor:

b. Based on CFR 200.330, applicant has determined that the proposed agreement is a contractual relationship (click [here](#) for a subrecipient and contractor determination checklist).

c. Did the applicant follow procurement procedures that meet federal standards? (For clarification of federal requirements regarding procurement standards click [here](#).)

Yes No

If no, please explain:

d. Is this a sole source contract?

Yes No

e. Describe the specific product or service the contract is intended to address:

f. Describe how the applicant determined that contracting was the most efficient and effective manner to purchase the good or service:

g. Describe the solicitation efforts that were conducted to select the contractor (if using sole source and no solicitation efforts were made, explain why not):

h. Describe the unique qualifications, abilities or expertise of the contractor to deliver the product or service (if using sole source, also explain why it was necessary to contract non-competitively and how long it would take another contractor to reach the same level of competency):

i. Please upload the applicable contract. Click [here to view the required minimum elements of a contract](#).

j. Is there an additional contract to include?

Yes No

3. Proposed Contract #3

a. Name of proposed contractor:

b. Based on CFR 200.330, applicant has determined that the proposed agreement is a contractual relationship (click [here](#) for a subrecipient and contractor determination checklist).

c. Did the applicant follow procurement procedures that meet federal standards? (For clarification of federal requirements regarding procurement standards click [here](#).)

Yes No

If no, please explain:

d. Is this a sole source contract?

Yes No

J. MOU's, Contracts, and Subawards

Describe the specific product or service the contract is intended to address:

- f. Describe how the applicant determined that contracting was the most efficient and effective manner to purchase the good or service:
- g. Describe the solicitation efforts that were conducted to select the contractor (if using sole source and no solicitation efforts were made, explain why not):
- h. Describe the unique qualifications, abilities or expertise of the contractor to deliver the product or service (if using sole source, also explain why it was necessary to contract non-competitively and how long it would take another contractor to reach the same level of competency):
- i. Please upload the applicable contract. Click [here to view the required minimum elements of a contract.](#)
- j. Is there an additional contract to include?
Yes No

4. Proposed Contract #4

- a. Name of proposed contractor:
- b. Based on CFR 200.330, applicant has determined that the proposed agreement is a contractual relationship (click [here](#) for a subrecipient and contractor determination checklist).
- c. Did the applicant follow procurement procedures that meet federal standards? (For clarification of federal requirements regarding procurement standards click [here.](#))
Yes No
If no, please explain:
- d. Is this a sole source contract?
Yes No
- e. Describe the specific product or service the contract is intended to address:
- f. Describe how the applicant determined that contracting was the most efficient and effective manner to purchase the good or service:
- g. Describe the solicitation efforts that were conducted to select the contractor (if using sole source and no solicitation efforts were made, explain why not):
- h. Describe the unique qualifications, abilities or expertise of the contractor to deliver the product or service (if using sole source, also explain why it was necessary to contract non-competitively and how long it would take another contractor to reach the same level of competency):
- i. Please upload the applicable contract. Click [here to view the required minimum elements of a contract.](#)

J. MOU's, Contracts, and Subawards

- j. Is there an additional contract to include?
Yes No
5. Proposed Contract #5
- a. Name of proposed contractor:
- b. Based on CFR 200.330, applicant has determined that the proposed agreement is a contractual relationship (click [here](#) for a subrecipient and contractor determination checklist).
- c. Did the applicant follow procurement procedures that meet federal standards? (For clarification of federal requirements regarding procurement standards click [here](#).)
Yes No
If no, please explain:
- d. Is this a sole source contract?
Yes No
- e. Describe the specific product or service the contract is intended to address:
- f. Describe how the applicant determined that contracting was the most efficient and effective manner to purchase the good or service:
- g. Describe the solicitation efforts that were conducted to select the contractor (if using sole source and no solicitation efforts were made, explain why not):
- h. Describe the unique qualifications, abilities or expertise of the contractor to deliver the product or service (if using sole source, also explain why it was necessary to contract non-competitively and how long it would take another contractor to reach the same level of competency):
- i. Please upload the applicable contract. Click [here to view the required minimum elements of a contract](#).
- j. Is there an additional contract to include?
Yes No
6. Proposed Contract #6
- a. Name of proposed contractor:
- b. Based on CFR 200.330, applicant has determined that the proposed agreement is a contractual relationship (click [here](#) for a subrecipient and contractor determination checklist).
- c. Did the applicant follow procurement procedures that meet federal standards? (For clarification of federal requirements regarding procurement standards click [here](#).)
Yes No
If no, please explain:
- d. Is this a sole source contract?
Yes No
- e. Describe the specific product or service the contract is intended to address:

J. MOU's, Contracts, and Subawards

- f. Describe how the applicant determined that contracting was the most efficient and effective manner to purchase the good or service:
 - g. Describe the solicitation efforts that were conducted to select the contractor (if using sole source and no solicitation efforts were made, explain why not):
 - h. Describe the unique qualifications, abilities or expertise of the contractor to deliver the product or service (if using sole source, also explain why it was necessary to contract non-competitively and how long it would take another contractor to reach the same level of competency):
 - i. Please upload the applicable contract. Click [here to view the required minimum elements of a contract.](#)
 - j. Is there an additional contract to include?
Yes No
7. Proposed Contract #7
- a. Name of proposed contractor:
 - b. Based on CFR 200.330, applicant has determined that the proposed agreement is a contractual relationship (click [here](#) for a subrecipient and contractor determination checklist).
 - c. Did the applicant follow procurement procedures that meet federal standards? (For clarification of federal requirements regarding procurement standards click [here.](#))
Yes No
If no, please explain:
 - d. Is this a sole source contract?
Yes No
 - e. Describe the specific product or service the contract is intended to address:
 - f. Describe how the applicant determined that contracting was the most efficient and effective manner to purchase the good or service:
 - g. Describe the solicitation efforts that were conducted to select the contractor (if using sole source and no solicitation efforts were made, explain why not):
 - h. Describe the unique qualifications, abilities or expertise of the contractor to deliver the product or service (if using sole source, also explain why it was necessary to contract non-competitively and how long it would take another contractor to reach the same level of competency):
 - i. Please upload the applicable contract. Click [here to view the required minimum elements of a contract.](#)
 - j. Is there an additional contract to include?
Yes No

J. MOU's, Contracts, and Subawards

8. Proposed Contract #8
- a. Name of proposed contractor:
 - b. Based on CFR 200.330, applicant has determined that the proposed agreement is a contractual relationship (click [here](#) for a subrecipient and contractor determination checklist).
 - c. Did the applicant follow procurement procedures that meet federal standards? (For clarification of federal requirements regarding procurement standards click [here](#).)
Yes No
If no, please explain:
 - d. Is this a sole source contract?
Yes No
 - e. Describe the specific product or service the contract is intended to address:
 - f. Describe how the applicant determined that contracting was the most efficient and effective manner to purchase the good or service:
 - g. Describe the solicitation efforts that were conducted to select the contractor (if using sole source and no solicitation efforts were made, explain why not):
 - h. Describe the unique qualifications, abilities or expertise of the contractor to deliver the product or service (if using sole source, also explain why it was necessary to contract non-competitively and how long it would take another contractor to reach the same level of competency):
 - i. Please upload the applicable contract. Click [here to view the required minimum elements of a contract](#).
 - j. Is there an additional contract to include?
Yes No
9. Proposed Contract #9
- a. Name of proposed contractor:
 - b. Based on CFR 200.330, applicant has determined that the proposed agreement is a contractual relationship (click [here](#) for a subrecipient and contractor determination checklist).
 - c. Did the applicant follow procurement procedures that meet federal standards? (For clarification of federal requirements regarding procurement standards click [here](#).)
Yes No
If no, please explain:
 - d. Is this a sole source contract?
Yes No
 - e. Describe the specific product or service the contract is intended to address:
 - f. Describe how the applicant determined that contracting was the most efficient and effective manner to purchase the good or service:

J. MOU's, Contracts, and Subawards

- g. Describe the solicitation efforts that were conducted to select the contractor (if using sole source and no solicitation efforts were made, explain why not):
- h. Describe the unique qualifications, abilities or expertise of the contractor to deliver the product or service (if using sole source, also explain why it was necessary to contract non-competitively and how long it would take another contractor to reach the same level of competency):
- i. Please upload the applicable contract. Click [here to view the required minimum elements of a contract.](#)
- j. Is there an additional contract to include?
Yes No

10. Proposed Contract #10

- a. Name of proposed contractor:
- b. Based on CFR 200.330, applicant has determined that the proposed agreement is a contractual relationship (click [here](#) for a subrecipient and contractor determination checklist).

Did the applicant follow procurement procedures that meet federal standards? (For clarification of federal requirements regarding procurement standards click [here.](#))

Yes No

If no, please explain:

- d. Is this a sole source contract?
Yes No
- e. Describe the specific product or service the contract is intended to address:
- f. Describe how the applicant determined that contracting was the most efficient and effective manner to purchase the good or service:
- g. Describe the solicitation efforts that were conducted to select the contractor (if using sole source and no solicitation efforts were made, explain why not):
- h. Describe the unique qualifications, abilities or expertise of the contractor to deliver the product or service (if using sole source, also explain why it was necessary to contract non-competitively and how long it would take another contractor to reach the same level of competency):
- i. Please upload the applicable contract. Click [here to view the required minimum elements of a contract.](#)

- C. SUBAWARDS - A subaward is needed when these grant funds will be awarded to an outside entity (subrecipient) to carry out one or more services of the grant-funded project (the subrecipient generally makes participant eligibility determination and has the authority to make decisions regarding the delivery of services and the types of services provided within the scope of the agreement). If this application will include a subaward, please respond to the following questions.

J. MOU's, Contracts, and Subawards

1. Proposed Subaward #1
 - a. Name of proposed subrecipient:
 - b. Based on CFR 200.330, applicant has determined that the proposed agreement is a subrecipient relationship (click [here](#) for a subrecipient and contractor determination checklist).
 - c. Describe the specific service the subaward is intended to address:
 - d. Describe how the applicant determined that a subaward was the most efficient and effective manner to carry out the service:
 - e. Describe the process the applicant used to select the subrecipient:
 - f. Describe the unique qualifications, abilities or expertise of the subrecipient to carry out the service:
 - g. Please upload the applicable subaward. Click [here to view the required elements of a subaward.](#)
 - h. Do you have an additional subaward to include?
Yes No
2. Proposed Subaward #2
 - a. Name of proposed subrecipient:
 - b. Based on CFR 200.330, applicant has determined that the proposed agreement is a subrecipient relationship (click [here](#) for a subrecipient and contractor determination checklist).
 - c. Describe the specific service the subaward is intended to address:
 - d. Describe how the applicant determined that a subaward was the most efficient and effective manner to carry out the service:
 - e. Describe the process the applicant used to select the subrecipient:
 - f. Describe the unique qualifications, abilities or expertise of the subrecipient to carry out the service:
 - g. Please upload the applicable subaward. Click [here to view the required elements of a subaward.](#)
 - h. Do you have an additional subaward to include?
Yes No
3. Proposed Subaward #3
 - a. Name of proposed subrecipient:
 - b. Based on CFR 200.330, applicant has determined that the proposed agreement is a subrecipient relationship (click [here](#) for a subrecipient and contractor determination checklist).
 - c. Describe the specific service the subaward is intended to address:

J. MOU's, Contracts, and Subawards

-
- d. Describe how the applicant determined that a subaward was the most efficient and effective manner to carry out the service:
 - e. Describe the process the applicant used to select the subrecipient:
 - f. Describe the unique qualifications, abilities or expertise of the subrecipient to carry out the service:
 - g. Please upload the applicable subaward. Click [here to view the required elements of a subaward.](#)
 - h. Do you have an additional subaward to include?
Yes No
4. Proposed Subaward #4
- a. Name of proposed subrecipient:
 - b. Based on CFR 200.330, applicant has determined that the proposed agreement is a subrecipient relationship (click [here](#) for a subrecipient and contractor determination checklist).
 - c. Describe the specific service the subaward is intended to address:
 - d. Describe how the applicant determined that a subaward was the most efficient and effective manner to carry out the service:
 - e. Describe the process the applicant used to select the subrecipient:
 - f. Describe the unique qualifications, abilities or expertise of the subrecipient to carry out the service:
 - g. Please upload the applicable subaward. Click [here to view the required elements of a subaward.](#)
 - h. Do you have an additional subaward to include?
Yes No
5. Proposed Subaward #5
- a. Name of proposed subrecipient:
 - b. Based on CFR 200.330, applicant has determined that the proposed agreement is a subrecipient relationship (click [here](#) for a subrecipient and contractor determination checklist).
 - c. Describe the specific service the subaward is intended to address:
 - d. Describe how the applicant determined that a subaward was the most efficient and effective manner to carry out the service:
 - e. Describe the process the applicant used to select the subrecipient:
 - f. Describe the unique qualifications, abilities or expertise of the subrecipient to carry out the

J. MOU's, Contracts, and Subawards

service:

g. Please upload the applicable subaward. Click [here to view the required elements of a subaward](#).

h. Do you have an additional subaward to include?

Yes No

6. Proposed Subaward #6

a. Name of proposed subrecipient:

b. Based on CFR 200.330, applicant has determined that the proposed agreement is a subrecipient relationship (click [here](#) for a subrecipient and contractor determination checklist).

c. Describe the specific service the subaward is intended to address:

d. Describe how the applicant determined that a subaward was the most efficient and effective manner to carry out the service:

e. Describe the process the applicant used to select the subrecipient:

f. Describe the unique qualifications, abilities or expertise of the subrecipient to carry out the service:

g. Please upload the applicable subaward. Click [here to view the required elements of a subaward](#).

h. Do you have an additional subaward to include?

Yes No

7. Proposed Subaward #7

a. Name of proposed subrecipient:

b. Based on CFR 200.330, applicant has determined that the proposed agreement is a subrecipient relationship (click [here](#) for a subrecipient and contractor determination checklist).

c. Describe the specific service the subaward is intended to address:

d. Describe how the applicant determined that a subaward was the most efficient and effective manner to carry out the service:

e. Describe the process the applicant used to select the subrecipient:

f. Describe the unique qualifications, abilities or expertise of the subrecipient to carry out the service:

g. Please upload the applicable subaward. Click [here to view the required elements of a subaward](#).

h. Do you have an additional subaward to include?

Yes No

8. Proposed Subaward #8

J. MOU's, Contracts, and Subawards

- a. Name of proposed subrecipient:
 - b. Based on CFR 200.330, applicant has determined that the proposed agreement is a subrecipient relationship (click [here](#) for a subrecipient and contractor determination checklist).
 - c. Describe the specific service the subaward is intended to address:
 - d. Describe how the applicant determined that a subaward was the most efficient and effective manner to carry out the service:
 - e. Describe the process the applicant used to select the subrecipient:
 - f. Describe the unique qualifications, abilities or expertise of the subrecipient to carry out the service:
 - g. Please upload the applicable subaward. Click [here to view the required elements of a subaward.](#)
 - h. Do you have an additional subaward to include?
Yes No
9. Proposed Subaward #9
- a. Name of proposed subrecipient:
 - b. Based on CFR 200.330, applicant has determined that the proposed agreement is a subrecipient relationship (click [here](#) for a subrecipient and contractor determination checklist).
 - c. Describe the specific service the subaward is intended to address:
 - d. Describe how the applicant determined that a subaward was the most efficient and effective manner to carry out the service:
 - e. Describe the process the applicant used to select the subrecipient:
 - f. Describe the unique qualifications, abilities or expertise of the subrecipient to carry out the service:
 - g. Please upload the applicable subaward. Click [here to view the required elements of a subaward.](#)
 - h. Do you have an additional subaward to include?
Yes No
10. Proposed Subaward #10
- a. Name of proposed subrecipient:
 - Based on CFR 200.330, applicant has determined that the proposed agreement is a subrecipient relationship (click [here](#) for a subrecipient and contractor determination checklist).
 - c. Describe the specific service the subaward is intended to address:
 - d. Describe how the applicant determined that a subaward was the most efficient and effective

J. MOU's, Contracts, and Subawards

manner to carry out the service:

- e. Describe the process the applicant used to select the subrecipient:
- f. Describe the unique qualifications, abilities or expertise of the subrecipient to carry out the service:
- g. Please upload the applicable subaward. Click [here to view the required elements of a subaward](#).

K. Program Income Narrative

Program Income is income that is earned by a Grantee performing program service activities for a fee (typically paid for by the recipient of the service or by a third party, such as an insurance provider).

Program income may be earned as a result of activities directly related this VOCA award. Grantees interested in collecting program income from VOCA grant funds should carefully review the CVSD Program Income Policy and consider whether they will be able to fully comply with all requirements.

Note: Grantees may not generate program income on CVSD administered federal grant funding without prior approval from CVSD. Program income funds are subject to the same allowances and restrictions as the federal grant on which the funds are earned. Program income is subject to the same terms and conditions under the VOCA Grant Agreement.

1. Does your organization earn any program income (typically generated by performing program service activities for a fee that are paid for by the recipient of the service or by a third party)?
 Yes No

2. If yes, will the program service activities that result in the generation of program income be financed, in whole or in part, by grant funds included in the budget for this application (consider costs that are essential to the collection of program income which could include personnel and supervisory costs, space costs, communication costs, equipment and supply costs, administrative costs, etc.)?
 Yes No

If yes, please respond to questions 3 through 8 below.

3. Which method does the applicant intend to use to record and report program income?
 Deduction Method Addition Method

4. During the course of this grant, how much total program income does the applicant estimate generating?
 How much of this total program income will be attributed to this award?
 How did you arrive at these estimates?

5. What is the source of the agency's anticipated program income associated with this grant?

6. Approval of federal program income requires a written policy statement assuring that services will be provided to crime victims at no cost, without concern for their financial resources or availability of third party payor. Please upload the agency's policy.

7. Explain how the agency will track program income separately from the grant funds.

8. How will the agency ensure that program income is spent prior to grant funds?

K. Program Income Narrative

3. If no, provide an explanation that substantiates that no grant funds included in the budget for this application will support essential costs that contribute to your agency's ability to deliver the program service activities that result in the collection of program income.

L. Client Feedback

1. If your program currently collects client feedback on the DOJ CVSD Common Outcome Measures.

- a. Upload a copy of your agency's client feedback form.
http://cvssdegrants.com/_Upload/232500_466072-ClientFeedbackform.pdf
- b. Explain how the client feedback information is distributed, collected, and compiled.
The Victim Assistant mails or hands out the Client feedback form to victims of criminal cases where the defendant has been sentenced. The Victim Assistant also enclosed or hands the victim a self address envelope to ensure that the victim will return the Client feedback form back to the VA office in a timely manner. The Victim Assistant has a Excel spreadsheet that is updated quarterly with the feedback forms that have been returned to the VA office. The actual Client feedback form is kept in a file, just in case I need to refer back to them.
- c. State the agency's return rate.
22%

2. If your program does not currently collect client feedback on the DOJ CVSD Common Outcome Measures, indicate your willingness to comply with this requirement should you receive VOCA funding and describe how you will incorporate the measures into your collection of client feedback.

Morrow County has disbursed and collected Client Feedback forms for as long as I have been here and that is 10 years, and we will continue to do so.

- To ensure they understand and comply with the local, State and federal laws, rules and regulations which may apply to the area in which they provide services, including all the provisions of this Policy and the Volunteer Agreement for Services.

6

VIII. Attachments

Volunteer Application Form

Volunteer Authorization to Release Information

Volunteer Agreement for Services

Parent/Guardian Release under 18 years of age Form

Statement of Confidentiality

MORROW COUNTY, OREGON

JOB DESCRIPTION: **VOLUNTEER VICTIM ADVOCATE**

DEPARTMENT: District Attorney

SUPERVISOR: Victim Assistance Program Director

GENERAL STATEMENT OF DUTIES: The Morrow County Crime Victims' Assistance Program provides victims of crime meaningful access to the criminal justice system and honors the rights of crime victims. Volunteers take part in assisting crime victims navigate through the criminal justice process. A variety of volunteer duties are available ranging from support staff to direct service. Flexible work schedules, during court business hours are available.

ESSENTIAL DUTIES AND RESPONSIBILITIES: Direct service advocates are responsible for assisting victims in dealing with the immediate and long-term impact of victimization.

Inform victims about their constitutional and statutory mandated victim's rights and remedies. Assist victims to assert those rights.

Encourage and facilitate testimony by victims of criminal conduct.

Inform victims of their case status and progress.

Prepare victims for pending court hearings by informing them of the procedures involved.

Provide child care services during Grand Jury or Trial proceedings.

Accompany victims to court hearing and explain proceedings as they occur.

Assist victims in the preparation and presentation of claims to the Crime Victims Compensation Program.

Assist Victims in completing applications for protective orders and safety plans.

Assist victims with Impact Statements.

Assist the Director in maintaining and the preparation of the files for the Victims of Crime.

Refer victims to appropriate community resources that help provide support and assistance.

Assist in performing general office duties, filing, data entry, mailing and other tasks as assigned.

VOLUNTEER INFORMATION FORM

Date: _____

Name: _____

Address: _____

Telephone : _____

Cell/Message: _____

Skills: _____

Valid Drivers License# _____, State _____

MORROW COUNTY

APPLICATION FOR INDIVIDUAL VOLUNTARY SERVICES

Please provide the following information (print or type) for placement as a Morrow County Volunteer.

Name _____

Address _____

Telephone (day time) _____

Telephone (evening) _____

Email _____

Cell # _____

Type of volunteer work preferred: _____

Time available to perform volunteer work : _____ hours per week

____ Mornings ____ Afternoons ____ Weekdays ____ Weekends

Days of the week available (please circle): Mon Tues Wed Thurs Fri Sat Sun

Previous volunteer experience, if any:

Special training, interests, skills, licenses or certifications:

Have you ever been convicted of a crime? ____ Yes ____ No

If yes, please explain:

Person to notify in case of emergency:

Name: _____

Relationship: _____

Address: _____

Telephone: _____

I hereby volunteer my services to assist Morrow County in the accomplishment of its authorized services. I understand that my services as a volunteer will be governed by the "Agreement of Voluntary Services" which will be provided to me.

Signature of Volunteer

Date

Print Name

Signature of parent or guardian if Volunteer is under
18 years of age

Date

MORROW COUNTY VOLUNTEER POLICY

I. Purpose

The purpose of this policy is to provide guidelines that support participation and community involvement of members of the public through volunteer opportunities within Morrow County.

II. Definitions

A volunteer is defined as:

Any person authorized by the County to donate approved services to the County without pay or reimbursement other than approved incidental expenses for those services rendered. Volunteers consist of people who are not employed by the County and are:

- Eighteen (18) years of age or older.
- Children age twelve (12)-Seventeen (17) years of age with written parental consent.
- Children age seven (7)-Eleven (11) years, accompanied by a parent or legal guardian participating in family or group volunteer activities.

The following persons are not considered volunteers:

- Inmate workers
- Community restitution clients
- County employees who have not signed up as a volunteer through an established volunteer program;
- County employees who are coordinating and/or supervising a volunteer program during work hours as part of their job duties;
- Individuals with a Felony conviction

During an emergency when the County Emergency Operations Center is activated, emergency volunteers will be considered County volunteers only if they are assisting at a County supervised work site and have signed in on a Volunteer Sign in Sheet. Those people who are volunteering through their association with another agency or entity (e.g., volunteer firefighters) will not be considered County volunteers.

County employees may perform volunteers services for the County during their non-work hours provided:

- The volunteer work is with an established volunteer program.
- No work time will be used to perform the volunteer duties.
- The employee signs a waiver indicating that the decision to volunteer is entirely his/her own and no payment for the work will be made.
- The volunteer services are unrelated to the employee's regular job duties.

III. Objective

The objective of this Policy is to provide a uniform volunteer management system throughout the County which maximizes our volunteer resources.

IV. Scope

This policy applies to all volunteers in all County departments, except the Morrow County Sheriff's Office Reserve and Posse volunteers and Adopt a Road volunteers who are covered by separately approved programs/policies.

V. Policy

The County is best served by the active participation of members of the public who, through volunteer service, allow continuation and expansion of services and support for paid County staff.

VI. Procedures, Equipment and Training

Creating Volunteer Positions:

Once the Victim Assistance Program has decided to involve volunteers there are some steps to consider. For a volunteer program to be successful, some thought must be put into the process.

- Make sure your volunteer jobs are created to supplement and support staff.
- A prospective employee may not "volunteer" in a position they have applied for while they are waiting to hear the outcome of their application or to start employment.
- Most volunteer positions should be developed as part-time positions that can be done on a flexible schedule or that are for a specific event of a limited duration.

Some additional tips for planning volunteer jobs:

- Involve paid staff in the planning and developing of volunteer positions. Allow ample time to hear ideas, needs, and concerns from all staff that will interact with the volunteers, even on a limited basis.
- Reach outside the conventional idea of what volunteers do and be creative as jobs are developed for volunteers.

Recruitment and Selection:

It is important to remember that the volunteer supervisor has the duty of recruiting and screening volunteers. Recruitments may be done through flyers and information sent to newspapers, local schools, churches, local television or radio, the County's website or through other means. Potential volunteers may contact departments for opportunities to work for the County. For a one day event, the screening may consist of an overview of the duties, completion of the appropriate forms, and a self-selection on the part of the volunteer.

For an ongoing position, volunteers should complete the Volunteer Application (attached to the Policy). Then, prior to appointing a volunteer, interview the potential volunteer and explore their skills, knowledge, and interest in the position. The screening process may also include a reference check when appropriate. Contact the Human Resources/Personnel Director for assistance in developing interview and reference questions.

Volunteer Orientation:

All volunteers, except those volunteering for a single day event, such as "clean up days", must sign the Volunteer Agreement, attached to this Policy.

The following is a list of topics that may be included in a volunteer orientation. The volunteer supervisor will need to modify the items covered as appropriate for the particular volunteer position. For a one time volunteer event, for instance, you may simply give the group the specific information they need related to the event.

Potential topics are:

- Mission and Goals of the Victim Assistance Program/District Attorney's office
- Welcome
- Customer Service
- Safety
- Accident Insurance (if driving their personal vehicle for County business)
- Workers compensation or liability coverage

- Use of computer, fax, email and internet
-
- Screening
- Confidentiality
- Discrimination/harassment Policy and Procedure
- Drug and Alcohol Policy and Procedure
- General information about County departments
- Volunteer rights and responsibilities

Documentation of Volunteer Hours

Victim Assistance program Director **must** keep a record of volunteer hours for the individual volunteers including dates and time worked. The Director must submit to Payroll on a monthly basis a cumulative record of volunteer hours worked for Workers Compensation billing purposes. A volunteer time sheet is attached to this Policy.

Because many volunteers include their volunteer service on job, they count on their volunteer supervisor to keep accurate work records. Individual records are kept in the volunteer's file.

Dismissing a Volunteer

Volunteers, like paid staff, may be dismissed or released from volunteer service. It is important to document any problems the department may be having with a volunteer in the volunteer's file. Prior to dismissing a volunteer, determine if the goals or objectives of the job assignment were made clear. If there are concerns with performance it is important to document the issues and to provide feedback to the volunteer.

Guidelines for Dismissing a Volunteer

- Inform related staff of your intentions
- Choose a quiet private setting
- State the purpose of the meeting
- Identify the volunteer's expected behavior
- Describe your observations; cite specific instances of problem behavior
- Allow the volunteer to speak and inform you of the reasons for their actions
- Compliment the volunteer on individual skills or positive aspects of performance
- Release the volunteer from duty without reprimand or apology
- Document in writing the conversation, the information reviewed, and the final decision
- Dismiss the volunteer only as a last resort

Safety in the Workplace

Departments are responsible for providing volunteers with safety and personal injury guidelines for specific jobs and work locations. When personal protection equipment is required for the position for the position, the volunteer must either provide his or her own or be properly equipped by the department and trained in the use of the equipment prior to engaging in any such work. Volunteers may only perform functions requiring a license or certification if they have the current license or certification that is required for that particular function.

Liability and Insurance Coverage

Volunteers must realize they are volunteering at their own risk. It is the responsibility of the Volunteer Supervisor to educate the volunteer as to the volunteer's rights, roles and responsibilities.

However, workers' compensation coverage is provided for volunteers who are injured while performing authorized services for the County. The County's general liability insurance coverage extends to volunteers and agents of the County.

Accident/incident Reporting

Any damage to personal or County vehicles, property or any personal injury that occurs during a volunteer's official volunteer duties for the County must be reported immediately to the Victim Assistance Director.

All volunteer injuries requiring medical attention must be reported within 24 hours to the Human Resources/Personnel Department and the workers' compensation 801 form submitted. If the accident/injury does not require medical attention the supervisor will need to complete a supervisors report and submit it to Human Resources/Personnel Department.

If there is damage to personal or County vehicles or property, the supervisor must then submit a completed incident form to General Services by the end of the first business day after the accident. A mandatory Urinalysis is required immediately after the Motor Vehicle Accident to be drawn by the nearest medical facility.

Volunteer's Use of a County Vehicle

Volunteers may not normally drive County vehicles. However, this may be allowed only for those established programs, such as the Sheriff's Reserves, which have formal policies and procedures outlining volunteer's duties, which include driving County vehicles.

Volunteers may use a private vehicle for their official volunteer work if proof of insurance is kept on file for the volunteer.

Volunteer's use of County Equipment

Volunteers may use County equipment in the course of their duties provided they have had appropriate training and supervision. They must follow all safety procedures and age requirements designated by State law or County policy for the safe handling of an equipment used.

Criminal History Records check

All Volunteers with Morrow County District Attorney's office will be required to authorize the County to conduct a criminal offender information check through the Morrow County Sheriff's office LEDS System. This authorization form will be maintained by the Personnel Director and will be placed in the volunteer file of the selected applicant or volunteer.

Confidentiality

Volunteers are expected to adhere to the same confidentiality guidelines as paid County staff. County staff is responsible for explaining confidentiality guideline to the volunteers, including any local, State or federal mandates. When appropriate, volunteers may be required to sign a statement of confidentiality (example attached).

Standards of Conduct

Volunteers are expected to adhere to the County and departmental policies and procedures for volunteers while acting in their official duties as outlined by the department. Departments may expand or create additional policies and procedures that are specific to the department and its volunteer jobs and responsibilities.

VII. Responsibilities

Supervisors are responsible:

- To identify particular needs/projects for volunteers
- To recruit and select volunteers
- To inform volunteers of requirements of the position, obtain signatures on appropriate forms prior to the volunteer beginning work, and to orient the volunteer to policies and the job
- To supervise the work performance of the volunteer
- To provide the volunteer with performance feedback and acknowledgement for their contributions to the County.

Volunteers are responsible:

- To inform the supervisor of hours and days of availability and to be available when a commitment has been made
- To ensure they understand the services to be provided and to inform the supervisors if they are, for any reason, unable to perform the needed services.

MORROW COUNTY VICTIM ASSISTANCE PROGRAM DIRECTOR/ADVOCATE

JOB DESCRIPTION

Date Revised: February 4, 2014

Department/Supervisor: District Attorney's office

Duties

Responsibilities included by not limited to:

DIRECT SERVICES:

1. Provide direct services to crime victims:
 - a. Assisting crime victims in seeking crime victim compensation benefit
 - b. Facilitate in crime victims decision in participating in the criminal justice system
 - c. Coordinate public and private efforts to aid crime victims within the community
 - d. Information and referrals
 - e. Crisis counseling
 - f. Provide all forms of advocacy
 - g. Coordinate transportation for the victim wanting to attend court proceedings,
 - h. Emergency assistance
 - i. Assist with all types of protection orders and safety plans
 - j. Be informed and inform crime victims of their rights. Provide legal and personal advocacy
2. Provide all services in a culturally appropriate venue.
3. Network and advocate for survivors' needs with other community agencies.
4. Willing to appear publicly to promote the victim assistance program and recruit volunteers.
5. Be a team player and also be able to work independently.
6. Supervision over volunteers.
7. Locate and write grants
8. Knowledge of accounting skills for managing grants and preparing budgets.
9. Solve complex problems, respond quickly in crisis, and deal with a variety of concrete variables in situations where only limited standardization and resources exists.
10. Interpret a variety of instructions furnished in writing or orally, and maintains confidentiality.

EXAMPLES OF ESSENTIAL FUNCTIONS:

1. Work, and act, as liaison with agencies and individuals regarding policies, procedures, and individual cases.
2. Inform District Attorney of particular needs of each victim.

3. Participate as a member and the coordinator of the Multidisciplinary Team, which includes agendas, completing mandatory applications, reports, and keeping minutes at the monthly meetings.
4. Conduct public speaking and training presentations for public and community partners.
5. Facilitate the Victim Impact Panel classes twice a year, obtain a speaker and interpreter as well as notifying the individuals of the, date and time of the class.
6. Develop and implement policies and procedures for Morrow County Victims Assistance Program.
7. Monitor and track restitution.
8. Assist with the logistical needs of the victims.
9. Protect and advocate for the legal rights of the victims.
10. Mediate services between Crime Victims Compensation Program and the victims.
11. Provide direct victim services including court date notifications, courtroom accompaniment, information, referral, emotional support, liaison between legal system and victim (DA, court staff, and law enforcement officers).
12. Notify victims of parole hearings and release dates.
13. Encourage and facilitate testimony of victims as well as their victim statements.
14. Represent Morrow County at regional and state meetings for Victim Assistance.
15. Attend trainings and conferences to increase professional management knowledge, leadership skills as well as networking with others.
16. Maintain knowledge of state and federal laws relating to victim services.
17. Directly supervise and develop new roles, and trainings for volunteers.
18. Develop and maintain financial resources, i.e. grants.
19. Prepare yearly budgets for Morrow County Victim Assistance Program.
20. Coordinate trainings for community partners, such as law enforcement, County health, Schools and Department of Human Services.
21. Prepare statistical reports for each grant program, including tracking statistics for individual grants.
22. Keep accurate statistical records of services provided.
23. Develop and or acquire resource material for the Victim Assistance Program.
24. Model agency mission and philosophy; serve as liaison to community organizations, and committees, task forces, service providers, and the general public as well as coordinate PR activities with other partnering agencies.
25. Assist the DA with special projects, as assigned.

THE ABOVE DESCRIPTION COVERS THE MOST SIGNIFICANT DUTIES PERFORMED BUT DOES NOT INCLUDE OTHER OCCASIONAL WORK, THE INCLUSION OF WHICH WOULD BE IN CONFORMITY WITH THE FACTOR DEGREES ASSIGNED TO THIS JOB.

WORK ENVIRONMENT:

Most of the hours of performance are in the office or courtroom during regular working hours. Periodic victim meetings are set up to discuss court proceedings, or address any questions. This position requires occasional daytime travel to local meetings, attendance at overnight conferences, and may require non-routine work hours on occasion. There are occasional evening telephone calls and call-out to scenes to assist victims. There is daily contact with diverse populations, victims of adult and juvenile offenders. There is exposure to hazards and risks that accompany exposure to inmates, offenders, and persons undergoing trial.

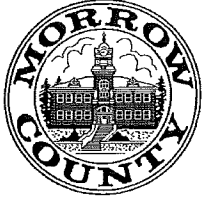
EDUCATION and/or EXPERIENCE, QUALIFICATIONS, AND SKILLS:

Applicant must possess a high school diploma, or at least three years related field or equivalent experience dealing with people in a social service setting. Individual must possess the ability to communicate in a sensitive and effective manner in difficult situations and circumstances. This position requires the ability to plan, organize, delegate, and prioritize daily work. Individual must be able to act professionally, striving to maintain positive and professional relationships with colleagues, clients, and supervisors. Must be able to function in stressful situations and possess the ability to work independently. Prefer Knowledge of court system, supervising, working with and coordinating volunteers. Prefer knowledge of grant writing and grant management, as well as office management. Individual must possess computer skills, knowledge of business software, word processing, and spreadsheets. Individuals must have the ability to write clearly, and concisely. Individual must portray the ability to interview victims and evaluate the victim's needs and problems appropriately. Individual must have the ability to maintain confidentiality and respect the victim's privacy. Individual must have the ability to maintain effective working relationships with fellow employees, Community partners, County officials, and the general public.

There needs to be an understanding of the dynamics of trauma and victimization in order to work with the victims of crime.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is regularly required to talk and/or hear while communicating verbally with individuals in person or on the telephone. The employee is occasionally required to stand, walk, use hands, reach with hands and arms, climb, or balance, stoop, kneel, or crouch. The employee must occasionally lift and/or move up to 40 pounds or equipment and/or supplies. Specific vision requirements needed for this job is for driving and computer work which includes close vision, peripheral vision and the ability to adjust your focus.



Office of the County Counsel

P.O. Box 664, Heppner, Oregon 97836
Telephone: (541) 676-5626
Facsimile: (541) 676-5660

Justin Nelson: County Counsel
Richard Tovey: County Counsel

August 30, 2019

CVSSD Fund Coordinators
Oregon Department of Justice
Crime Victims' Services Division
1162 Court St. NE
Salem, OR 97301-4096

Dear CVSSD Fund Coordinators:

This Letter is to inform you that, on behalf of the Board of Commissioners for Morrow County, Justin Nelson, County Legal Counsel, is hereby given authority to sign VOCA/CFA Application award documents and reporting forms on behalf of the County for the period October 1, 2019-September 30, 2021.

Please contact me should you have any questions that require additional information.
Sincerely,

To Be signed at later date

Darrell Green
Morrow County Administrator


CERTIFICATE OF NON-SUPPLANTING

It is necessary to provide assurance that sub-grant funds will not be used to supplant or replace funds that would normally be available or appropriated for the same purpose. The certificate is to be signed by the applicant agency's fiscal officer.

Supplanting Definition: Supplanting is considered the reduction of state or local funds for an activity specifically because federal funds are available (or expected to be available) to fund that same activity. Federal funds must be used to supplement existing state or local funds for program activities and may not replace state or local funds that have been appropriated or allocated for the same purpose. Additionally, federal funding may not replace state or local funding that is required by law. In those instances where a question of supplanting arises, the applicant or grantee may be required to substantiate that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

CERTIFICATION

The applicant certifies that any funds awarded through the Victims of Crime Act (VOCA) will be used to supplement existing funds for program activities and will not replace (supplant) nonfederal funds that have been appropriated for the purpose of providing services to victims of crime. The applicant understands that supplanting violations can result in a range of penalties, including suspension of future funds under this program, suspension or debarment from federal grants, recoupment of monies provided under this grant and civil and/or criminal penalties.


Signature of Fiscal Officer

8/30/19
Date

STATEMENT OF COMPLIANCE

Statement of Compliance with Eligibility

By submitting an Application, the Applicant certifies the ability to meet the common eligibility requirements described in the Request for Applications.

Statement of Compliance with Applicable State and Federal Laws

By submitting an application, the Applicant certifies the intent to comply with all relevant federal, state, and local laws and regulations, including, but not limited to, Title VI of the Civil Rights Act, Section 504 of the Rehabilitation Act, Title II of the Americans with Disabilities Act, Federal Funding Accountability and Transparency Act, Services to Limited English-Proficient Persons, and the terms and conditions contained in the Grant Agreement, including the following incorporated as Exhibits A through F, accessible on the VOCA webpage:

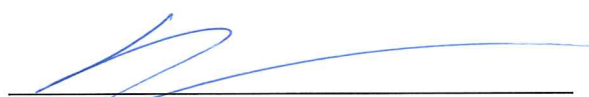
Initials

JWN	Certifications Regarding Lobbying; Debarment, Suspension And Other Responsibility Matters; And Drug-Free Workplace Requirements
JWN	Standard Assurances
JWN	Single Audit Certification Letter
JWN	Certification of Compliance With Regulations Office For Civil Rights, Office of Justice Programs for Sub-grants Issued by the Oregon Department Of Justice
JWN	Victims of Crime Act Special Conditions

To the best of my knowledge and belief, all data in this Application is true and correct, the document has been duly authorized by the governing body of the Applicant, and the Applicant accepts all of the requirements contained in this Request for Applications.

Justin Nelson
Authorized Person's Name (Please print)

8/29/2019
Title


Authorized Person's Signature

District Attorney
Date

County/City: Morrow

CERTIFICATE OF DISTRICT/CITY ATTORNEY AND PROGRAM DIRECTOR
For the Reporting Period of October 1, 2019 through September 30, 2021

ORS 147.227 states that the Attorney General shall disburse a portion of the moneys that the Criminal Injuries Compensation Account receives from the Criminal Fine Account to counties and cities where prosecuting attorneys maintain victims' assistance programs approved by the Attorney General. Upon receipt of the moneys, the counties and cities shall provide the moneys to the prosecuting attorney therein to be used exclusively for the approved victims' assistance program. To qualify for approval by the Attorney General under this section, a victims' assistance program must:

- (a) Be administered by the district attorney of the county or city attorney of the city;
- (b) Provide services to victims of all crimes;
- (c) Give service priority to victims of serious crimes against persons;
- (d) Collaborate with community-based and government agencies to benefit victims; and
- (e) Provide the following core services to victims of crime:
 - 1. Informing victims, as soon as practicable, of the rights granted to victims under Oregon law;
 - 2. Advocate for victims of serious person crimes as they move through the criminal justice system and advocate, when requested, for all other victims of crime;
 - 3. Involve victims, when practicable or legally required, in the decision-making process in the criminal justice system;
 - 4. Ensure that victims are informed, upon request, of the status of the criminal case involving the victim;
 - 5. Assist victims in preparing and submitting crime victims' compensation program claims to the Department of Justice under ORS 147.005 to 147.367;
 - 6. Assist victims in preparing restitution documentation for purposes of obtaining a restitution order;
 - 7. Prepare victims for court hearings by informing them of the procedures involved;
 - 8. Assist victims with the logistics related to court appearances when practicable and requested;
 - 9. Accompany victims to court hearings when practicable and requested;
 - 10. Encourage and facilitate victims' testimony; and
 - 11. Inform victims of the processes necessary to request the return of property held as evidence.

I hereby certify that the Morrow county/city victim program is a qualified program as required by ORS Chapter 147.227 and that the victim program substantially accomplishes the provision of the services listed above under the direction of the District/City Attorney.

I further certify that the attached policies and procedures truthfully and accurately describe the practices and philosophy of the Morrow county/city victim program.

I further certify that the Morrow county/city victim program will continue in operation for the duration of the grant period (OAR 137-078-0010 (2)(a)).

[Signature] 8/29/19 Deona Sipe 8-29-19
District/City Attorney Date Program Director Date

Person Reporting (if not the Program Director) Date

**OREGON DEPARTMENT OF JUSTICE
Crime Victims' Services Division**

Certification - Whistleblower Protection (41 U.S.C. §4712)

Congress has enacted several whistleblower protection statutes to encourage employees to report fraud, waste, and abuse. The latest statute (41 U.S.C. §4712) went into effect on July 1, 2013, and applies to all employees working for contractors, grantees, subcontractors and sub-grantees on federal grants and contracts. The statute states that an *"employee of a contractor, subcontractor, grantee [or sub-grantee] may not be discharged, demoted, or otherwise discriminated against as a reprisal for "whistleblowing."* In addition, whistleblower protections cannot be waived by any agreement, policy, form or condition of employment.

This statute requires all grantees and their subcontractors to:

1. Inform their employees working on any Federal award that they are subject to the whistleblower rights and protection;
2. Inform their employees in writing of employee whistleblower protections under 41 U.S.C. §4712 in the predominant native language of the workforce.

Whistleblowing is defined as making a disclosure "that the employee reasonably believes" is evidence of any of the following:

1. Gross mismanagement of a Federal contract or grant;
2. A gross waste of Federal funds;
3. An abuse of authority relating to a Federal contract or grant;
4. A substantial and specific danger to public health or safety; or,
5. A violation of law, rule, or regulation related to a Federal contract or grant (including the competition for, or negotiation of, a contract or grant).

To qualify under the statute, the employee's disclosure must be made to:

1. A Member of Congress, or a representative of a Congressional Committee;
2. An Inspector General;
3. The Government Accountability Office;
4. A federal employee responsible for contract or grant oversight or management at the relevant agency;
5. A court or grand jury; or,
6. A management official or other employee of the contractor, subcontractor, grantee, or sub-grantee who has the responsibility to investigate, discover or address misconduct.

INITIALS

<i>Jwn</i>	Applicant has read and understands 41 U.S.C. §4712, including the prohibitions on reprisal and notification to employees.
<i>Jwn</i>	Applicant understands that employees may not be discharged, demoted, or otherwise discriminated against as a reprisal for "whistleblowing."
<i>Jwn</i>	Applicant understands that whistleblower protections cannot be waived by any agreement, policy, form or condition of employment.
<i>Jwn</i>	Applicant will inform employees of whistleblower rights and protections including to whom disclosures must be made, what to do if they believe retaliation has occurred, and how to report a wrongdoing.
<i>Jwn</i>	Applicant ensures that any subcontractors will be informed of their requirements under 41 U.S.C. §4712 and will require that subcontractors inform any employees working under a federal award of their whistleblower rights and protections.

By initialing the boxes above and signing below, the Applicant accepts all of the requirements contained in the Whistle-blower protection statute (41 U.S.C. §4712).

Grantee Name Norron County District Attorney
Justin Nelson
Authorized Person's Name (please print) District Attorney
[Signature]
Authorized Person's Signature 8/30/2019
Date

Please print, initial, sign, and upload into E-Grants under My Organization, Organization Details, Certifications, Whistleblower Certification.

OREGON DEPARTMENT OF JUSTICE
Crime Victims' Services Division

CERTIFICATION – Civil Rights Training
Civil rights training must be renewed every 2 years

GRANTEE NAME	<i>Morrow County</i>
VOCA-NC Grant #	<i>DAVAP - 00065</i>
VOCA-C Grant #	
VAWA-C GRANT #	
SASP Grant #	
Joint Grant # (required if grant includes VOCA or VAWA)	

I certify that I have attended the Oregon Department of Justice Crime Victims' Services Division (CVSD) In-Person Civil Rights Training **or** I have reviewed the CVSD PowerPoint presentation on Civil Rights & Grants and viewed at least one online training module offered by the U.S. Department of Justice, Office for Civil Rights (OCR) listed below (numbers 3-7).

I accept responsibility for ensuring that project staff is trained and understands their responsibilities related to the federal civil rights laws applicable to recipients of federal funds covered in the training materials cited below. I understand that if I have any questions about the material presented and my responsibilities as a Grantee that I will contact my CVSD Fund Coordinator.

Training	Date Completed	# Staff Trained
1. CVSD-Sponsored In-Person Civil Rights Training		
2. CVSD PowerPoint presentation on Civil Rights & Grants	<i>3-27-19</i>	<i>1</i>
3. Overview of OCR and Laws Enforced		
4. Obligations of Recipients to Provide Services to LEP Persons		
5. Civil Rights Laws that Affect Funded Faith Based Organizations		
6. Civil Rights Protections for American Indians in DOJ Funded Programs		
7. Standard Assurance and the OCR Enforces Civil Rights Laws	<i>3-27-19</i>	<i>1</i>

Certification of Public Notification Requirements	Yes	Pending
1. Policy of nondiscrimination and procedure for filing civil rights complaint posted		
2. Policy of nondiscrimination and procedure for filing civil rights complaint displayed on all forms of communication available to the public regarding program availability		

Signature (Program Director or designee)	<i>Deona Siex</i>
Printed Name	<i>Deona Siex</i>
Date	<i>3-22-2019</i>

Please print, sign and upload into E-grants under *My Organization, Organization Details, Civil Rights Training Certification.*

OREGON DEPARTMENT OF JUSTICE
Crime Victims' Services Division

CERTIFICATION – Civil Rights Training

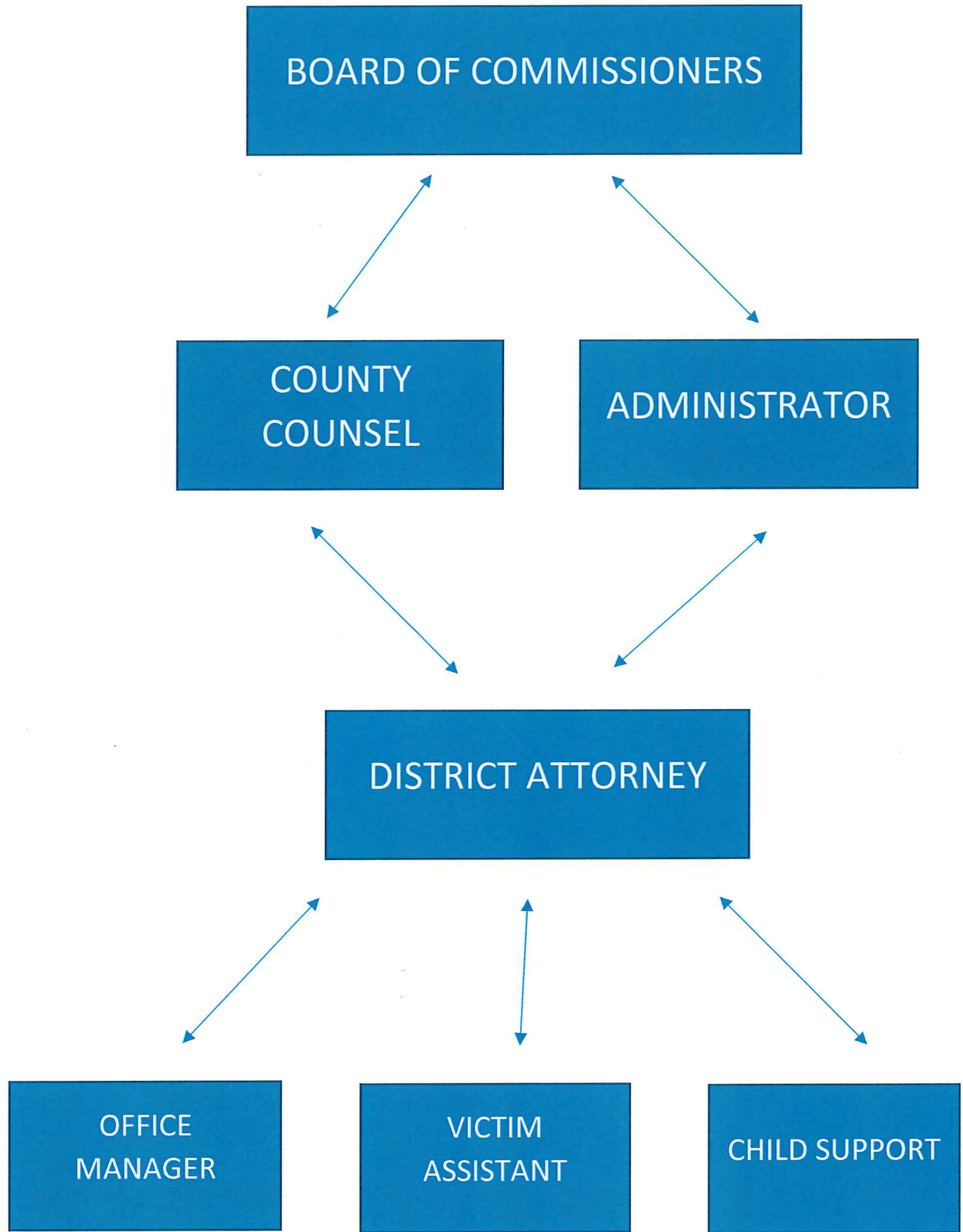
GRANTEE NAME	<i>Morrow County</i>
VOCA-NC Grant #	<i>DAVAP - 10047</i>
VOCA-C Grant #	
VAWA-C GRANT #	
SASP Grant #	
Joint Grant # (required if grant includes VOCA or VAWA)	

I certify that I have attended the Oregon Department of Justice Crime Victims' Services Division (CVSD) In-Person Civil Rights Training **or** I have completed the CVSD PowerPoint presentation on Civil Rights & Grants and at least one additional online training module offered by the Office for Civil Rights of the U.S. Department of Justice (OCR) listed below (numbers 3-7). I accept responsibility for insuring that project staff understands their responsibilities as outlined in the presentations. I understand that if I have any questions about the material presented and my responsibilities as a Grantee that I will contact my Fund Coordinator.

Training	Date Completed
1. CVSD-Sponsored In-Person Civil Rights Training	
2. CVSD PowerPoint presentation on Civil Rights & Grants	<i>2-17-16</i>
3. Overview of OCR and Laws Enforced	
4. Obligations of Recipients to Provide Services to LEP Persons	<i>1-31-15</i>
5. Civil Rights Laws that Affect Funded Faith Based Organizations	
6. Civil Rights Protections for American Indians in DOJ Funded Programs	
7. Standard Assurance and the OCR Enforces Civil Rights Laws	

Signature (Program Director or designee)	<i>Deona Siex</i>
Printed Name	<i>Deona Siex</i>
Date	<i>2-17-16</i>

Please print, sign and upload into E-grants under *My Organization, Organization Details, Civil Rights Training Certification.*



Morrow County District Attorney's Office Victim's Assistance Program Policies and Related Procedures Regarding Service Delivery

Policy 1.0

The Morrow County District Attorney's Office Victim's Assistance Program will notify victims of their rights as soon as possible, after a case has been filed and charged by the office.

Procedure:

Victims are mailed the Victims' Rights Guide that explains all the victims' rights, as soon as the Victim's Assistance Program is made aware of the case. Victims also receive a Victims' Rights Request form (VRRF) and a Victim Impact Statement (VIS). In felony cases, the VRRF will be presented to the victim at the grand jury where the Victim Assistant (VA) will explain the applicable rights.

Policy 2.0

The Morrow County District Attorney's Office Victim's Assistance Program will, upon request notify victims of all critical stage hearings.

Procedure:

Morrow County considers many of the hearing to be critical stage hearings. The victims of crime are notified by written, oral or email communication, of various court proceedings throughout the court case as it progresses.

A list of the court hearings are listed below:

- Arraignment
- Release hearings or hearings to set or change conditions of release (unless they are part of the arraignment)
- Preliminary hearings
- Hearings related to rescheduling Trial or other hearings
- Entry of plea and juvenile admission hearings
- Juvenile dispositional hearing, including but not limited to restitution hearing
- Sentencing
- Restitution hearing
- Probation violation hearings, including probation revocation hearings
- Hearings on motions to amend, dismiss or orders or judgments

Policy 3.0

Morrow County District Attorney's Office, Victim's Assistance Program will provide Advocacy services to all victims of crimes being prosecuted by the Morrow County District Attorney's Office.

Procedure:

The Victim Assistant and the Volunteer will provide advocacy services to victims. Victims may receive one or more of these services and any combination of services depending upon the crime and the needs of the crime victim. The services are as follows:

- Escort to court hearings including but not limited to hearings, trials, and grand jury
- Referrals to other services, including but not limited to, VINE Program, Crime Victims' Compensation program, the Department of Human Services, Domestic Violence Services (a private non-profit that provides services to Morrow/Umatilla Counties for Domestic and Sexual Assault victims), Community Counseling Solutions (Mental Health, and Alcohol and Drug counseling), and the Morrow County SART
- Inform victims of their rights and advocate for them and inform them of the opportunity to meet and discuss the case with the District Attorney.
- Listening to the victims experiences and helping them to process it
- Assistance with Restraining Orders if needed

Policy 4.0

Morrow County District Attorney's Office Victim's Assistance Program will assist crime victims in obtaining restitution.

Procedure:

Once the Victim's Assistance Program is aware of the case that involves a victim of crime, an initial Victims' Rights Request Form (VRRF) and a Victim Impact Statement (which includes the restitution information request) will be sent by mail for the victim to complete. The Victim Assistant will contact the victim initially by phone and explain that the VRRF and VIS forms will be mailed out to you for completion as well as estimates of damage, or replacement, and the costs amounts of the merchandize that was taken. When sufficient documentation and amounts have been received, the Victim Assistant will prepare a restitution form, accompanied by the supporting documentation and submit it to the District Attorney. The Victim Assistant will call Crime Victims' Compensation to seek verification that CVC has paid out or not paid out any money on the case. If restitution is not determined prior to sentencing, a money judgment is prepared and presented to the courts by the District Attorney or the Deputy District Attorney to be address within 90 days of the sentencing.

Policy 5.0

Morrow County District Attorney's Office Victim's Assistance Program will assist victims in preparing for any court hearings they will attend.

Procedure:

Victims who have requested to be notified of the court hearings will be notified by the Victim Assistant and will be made aware of the time and date of the hearing as well as the details of what the hearing entails. If the hearing is a trial, the Victim Assistant, the District Attorney, or Deputy District Attorney will meet with the victim prior to the trial to discuss and prepare the victim of what to expect on that day, and to answer any questions that may arise.

Policy 6.0

Morrow County Victim's Assistance Program will provide court escort to hearings including but not limited to, grand jury, trials, arraignments, motions, pre trial conferences, release, bail reduction, restraining orders, and sentencing hearings.

Procedure:

Any time a victim attends a hearing, the Victim Assistant or Volunteer will make certain that the victim is kept safe from the defendant and the defendant's family. The Victim Assistant or Volunteer will stay with the victim for the duration of the hearing, even if it is a trial that lasts several days.

Policy 7.0

In accordance with the Oregon laws regarding Crime Victims' Rights, victims of violent felony cases will be allowed the opportunity to discuss their case with the District Attorney or the Deputy District Attorney prior to an offer being made. Crime victims and/or family will also be afforded the opportunity to speak at any sentencing hearing upon conviction in their case.

Procedure:

All crime victims will be sent a Victim Impact Statement so they can express their wishes to the District Attorney or the Deputy District Attorney. A copy of the Victim Impact Statement is provided to the District Attorney's office upon receiving it. When there is a change of plea, sentencing, or disposition hearing set with the courts, the Victim Assistant will call the victim to ask if they wish to make a victim statement in addition to the Victim Impact Statement that they had previously given. It is made clear that a victim statement is not required, nor is their attendance at the hearing. If the victim wishes to make an appearance at the hearing, and make a statement before the courts, the District Attorney and the Deputy District Attorney asks that the statement be sent to the Victim Assistance

office prior to the hearing. In some cases, the victim will choose not to read their statement and at that point it is given to the District Attorney or the Deputy District Attorney to read before the court.

Policy 8.0

Morrow County District Attorney's Office Victim's Assistance Program will assist victims in the return of their property after the completion of a case.

Procedure:

The Victim Assistant will advise the District Attorney or Deputy District Attorney of the victim's property that is being held as evidence by Law Enforcement. The District Attorney or Deputy District Attorney will complete an evidence release form and submit it to the investigator, or officer that handles the evidence. The Victim Assistant advises the victim of the process, and advises them that Law Enforcement will contact them and set up a time so they can retrieve their property. In certain cases the victim may live outside the state of Oregon and is not able to physically retrieve their property, then Law Enforcement will ship the evidence certified and insured for their protection.

Policy 9.0

Morrow County District Attorney's Office Victim's Assistance Program will assist crime victims in problem solving ways to overcome barriers related to attending court hearings.

Procedure:

The Victim's Assistance Program staff will address the importance of family or friends accompanying the victim to the court hearings, if they wish to bring their minor children. If no arrangements can be made, then the volunteer will assist the victim during the hearing by watching the minor children in the safety of the Victim Assistant's Office.

The Victim Assistant will arrange transportation for the victim, and witnesses to grand jury or court hearing. The Victim Assistant may assist them in obtaining reimbursement for the cost of travel or help them find a Law Enforcement official or another community partner to transport them to and from court hearings.

Policy 10.0

Morrow County District Attorney's Office Victim's Assistance Program will inform victims about the Crime Victims' Compensation program and assist them with completion of the application including the submission of any necessary documentation.

Procedure:

All victims who may be eligible for the Crime Victims' Compensation will be informed of the program. The victim will be given the Crime Victims' Compensation application at the time of the grand jury hearing. The Victim Assistant or volunteer will inform victims about the Crime Victims' Compensation program and assist them with the completion of the application including the submission of any necessary documentation. The completed application will be mailed to the Department of Justice with accompanying documentation such as police reports and/or medical bills, if available. If the victim is unable to gather required information the Victim Assistant will assist victims with this task as much as possible. The Victim Assistant will utilize the phone or email to contact Crime Victims Compensation to help inform the victims of their claim status whenever possible.

Policy 11.0

Morrow County District Attorney's Office will develop a written practice to address the interests, needs, and safety of crime victims in order to encourage and facilitate crime victims' testimony.

Procedure:

Morrow County Victim Assistant and volunteer will enhance the victim's safety by providing the victim a place to stay secured safely in the VAP office, which is located on the main floor, and separate from the court room. The VAP office is secure with a locked door, and blinds for privacy while the victim is waiting to testify or waiting for the hearing. The Victim Assistant and the volunteer will communicate with the staff in circuit court regarding the needs of the victim such as, an interpreter, or hearing device. The Victim Assistant will make the court security and Law Enforcement aware of safety concerns when they arise to ensure that no contact orders are awarded when the offender is released from custody. The Victim Assistant will also communicate with the District Attorney or the Deputy District Attorney regarding possible witness tampering or coercion.

M. Attachments to Upload

1. Letter of Authorization *

Any agency who intends to have someone other than the authorized signatory (such as a Board Chair or County Commissioner) sign grant documents must submit a Letter of Authorization. A sample form for the Letter of Authorization can be found [here](#).

If the applicant is a Tribal Nation, please upload a letter, resolution, affidavit, or other documentation that certifies that the applicant has the legal authority to apply for VOCA Non-Competitive funds on behalf of the Tribe. The documentation must be current and sufficient to demonstrate authority for the application. Additionally, please identify who will be authorized to sign grant documents.

Not Applicable

http://cvssdegrants.com/_Upload/232713_464962-LetterofAuthorization20192021.pdf

2. Certification of Non-Supplanting (government entities only) *

Upload a signed Certification of Non-Supplanting or check "Not Applicable" as appropriate. Only public agencies are required to provide a Certification of Non-Supplanting. The required form can be found [here](#).

Not Applicable

http://cvssdegrants.com/_Upload/232713_464963-CertofNonSupplanting20192021.pdf

3. Statement of Compliance *

Not Applicable

Upload a signed Statement of Compliance or check "Not Applicable" as appropriate. Only new applicants are required to provide a Statement of Compliance. The required form can be found [here](#).

http://cvssdegrants.com/_Upload/232713_464964-StatementofComplianceVOCACFA2019.pdf

4. Certificate of District/City Attorney and Program Director (Victim Assistance Programs only) *

Please upload a signed Certificate of District/City Attorney and Program Director or check "Not Applicable" as appropriate. The required form can be found [here](#).

Not Applicable

http://cvssdegrants.com/_Upload/232713_464965-CertofDAandprogramdirectorVOCACFA20192021.pdf

5. Indirect Cost Rates/10% De Minimis *

Applicants must indicate if their agency does or does not have an indirect cost rate agreement, proposal or certificate of indirect costs. Applicant agencies that have an indirect cost rate must upload their current, signed agreement, proposal or certificate and indicate if they intend to charge indirect costs to the award. An agency may also choose to waive its indirect cost rate. Applicant agencies that have never had a negotiated indirect cost rate must also indicate if they intend to use a 10% de minimis rate to charge indirect costs to the award. Applicant agencies that have never had a negotiated indirect cost rate may opt to charge a de minimis rate of 10% of the Modified Total Direct Costs (MTDC). Applicants using negotiated and de minimis indirect cost rates must apply these rates to all federal grants received by the applicant agency.

NOTE: Applicants that do have a current negotiated indirect cost rate may choose to charge administrative costs directly to the award not to exceed 10% of the MTDC.

See the Application Instructions for more information about charging indirect costs to the award, MTDC and charging direct administrative costs.

✓ Agency has never had a negotiated indirect cost rate (check **one** of the following

M. Attachments to Upload

options):

Agency intends to charge the 10% *de minimis* indirect cost rate

Agency intends to charge a reduced 10% *de minimis* indirect cost rate of %

✓ Agency intends to waive the 10% *de minimis* indirect cost rate for this award

Agency has an indirect cost rate agreement, proposal or certificate (check **one** of the following options):

Agency intends to charge the indirect cost rate of % (**upload required**)

Agency intends to charge a reduced indirect cost rate of % (**upload required**)

Agency intends to waive its indirect cost rate for this award

6. Match Waiver

If the agency intends to request a full or partial Match Waiver, upload a signed Match Waiver request letter, otherwise check "Not Applicable". Guidance on requesting a Match Waiver, including a sample letter, can be found [here](#).

✓ Not Applicable

7. Administrative Risk Assessment *

Please complete and upload your Administrative Risk Assessment. The required form can be found [here](#).

The agency's Administrative Risk Assessment was already submitted to CVSSD in the last 12 months in conjunction with another award or the agency is new and hereby agrees to complete and submit the Administrative Risk Assessment prior to the execution of a Grant Agreement.

http://cvssdegrants.com/_Upload/232713_464969-AdministrativeRiskAssessment.pdf

8. Financial Risk Assessment *

Please complete and upload your Financial Risk Assessment. The required form can be found [here](#).

The agency's Financial Risk Assessment was already submitted to CVSSD in the last 12 months in conjunction with another award or the agency is a new and hereby agrees to complete and submit the Financial Risk Assessment prior to the execution of a Grant Agreement.

http://cvssdegrants.com/_Upload/232713_464971-FinancialRiskAssessment.pdf

9. Legal Documents (non-profit organizations only) *

✓ Not Applicable

a. Please upload the most recent organization or program financial balance sheet (non-profits only):

b. Please upload the most recent submission of IRS Form 990 (non-profits only):

c. Does the applicant agency have Articles of Incorporation? (non-profits only):

Yes No

d. Please upload the applicant agency's IRS Determination Letter (non-profits only):

e. Please upload the current Board of Director Bylaws (non-profits only):

N. Personnel: Victim Assistance Director

1. Staff Name:	Deona Siex							
2. Position Title:	Victim Assistance Director							
	Year 1				Year 2			
	VOCA Grant Funds	VOCA Program Income	CFA	Total	VOCA Grant Funds	VOCA Program Income	CFA	Total
3. Salary funded by this grant:	\$40,264.00		\$15,853.00	\$56,117.00	\$41,948.00		\$15,853.00	\$57,801.00
4. Total annual salary for full-time equivalent (1 FTE):				\$56,117.00				\$57,801.00

Please show the annual salary and the percentage of time the staff position is to be allocated to the project in Year 1. Refer to the Application Instructions for a more detailed explanation and a calculation example.

100%

Please show the annual salary and the percentage of time the staff position is to be allocated to the project in Year 2. Refer to the Application Instructions for a more detailed explanation and a calculation example.

100%

	Year 1				Year 2			
	VOCA Grant Funds	VOCA Program Income	CFA	Total	VOCA Grant Funds	VOCA Program Income	CFA	Total
5. Personnel expenses funded by this grant:	\$40,452.00			\$40,452.00	\$41,666.00			\$41,666.00
6. Total annual personnel expenses for full-time equivalent:				\$40,452.00				\$41,666.00

Please indicate the dollar amount and the rate used to calculate the personnel costs of the staff position to be allocated to the project

N. Personnel: Victim Assistance Director

in Year 1 and include a list of the personnel costs included in the calculation (FICA, UI, Workers' Compensation, health insurance, retirement, etc.). Refer to the Application Instructions for a more detailed explanation and a calculation example.

100%

Please indicate the dollar amount and the rate used to calculate the personnel costs of the staff position to be allocated to the project in Year 2 and include a list of the personnel costs included in the calculation (FICA, UI, Workers' Compensation, health insurance, retirement, etc.). Refer to the Application Instructions for a more detailed explanation and a calculation example.

100%

	Year 1				Year 2			
	VOCA Grant Funds	VOCA Program Income	CFA	Total	VOCA Grant Funds	VOCA Program Income	CFA	Total
7. FTE funded by this grant:	0.84	0.00	0.16	1.00	0.84	0.00	0.16	1.00

8. What are the top five (5) major direct service activities to be performed by this proposed VOCA/CFA funded staff member?

Morrow County will explain to the victims their rights as being a victim of a crime, assist in completing the Crime Victims Compensation form, provide notice to the victims and their families of critical court hearings as well as other hearings , compile and submit restitution for the victim to submit to the court, and provide advocacy during prosecution of the case and throughout the court process.

O. Services and Supplies

1. **Contractual Services**

Any contracts/subawards listed below should be included on Form J. MOUs, Contracts, and Subawards. Do not include contracted services for accounting or other administrative services. These costs should be included on Form P. Other Costs as either Administrative Costs or Indirect Costs.

a. Contract/ Subaward #1

	Year 1 VOCA Grant Funds	VOCA Program Income	CFA	Total	Year 2 VOCA Grant Funds	Total
Contract Amount:				\$0		\$0
	Enter the contractor/subrecipient name and the goods and services to be provided.					
	List all expenses to be paid on the contract/subaward, including, as appropriate, These may include the compensation rate (hourly or monthly salary, hourly or daily fee, monthly fee, etc.) and the total estimated time to deliver the service (hours, days, months based on compensation rate) and any					

O. Services and Supplies

additional costs
(training costs,
travel costs,
mileage, meals and
lodging, supplies,
etc.). Contractor
fees in excess of
\$650 per day or
\$81.25 per hour
require additional
justification and
prior approval.

Is there another
contract/subaward
to add?

Yes No
\$0

\$0

\$0

\$0

b. Contract/
Subaward #2

Year 1

VOCA Grant Funds

VOCA Program
Income

CFA

Total

Year 2
VOCA
Grant
Funds

Total

Contract Amount:

\$0

\$0

Enter the
contractor/subrecipi
ent name and the
goods and services
to be provided.

List all expenses to
be paid on the

O. Services and Supplies

contract/subaward, including, as appropriate, These may include the compensation rate (hourly or monthly salary, hourly or daily fee, monthly fee, etc.) and the total estimated time to deliver the service (hours, days, months based on compensation rate) and any additional costs (training costs, travel costs, mileage, meals and lodging, supplies, etc.). Contractor fees in excess of \$650 per day or \$81.25 per hour require additional justification and prior approval.

Is there another contract/subaward to add?

Yes No

c. Contract/

O. Services and Supplies

Subaward #3

	Year 1				Year 2	
	VOCA Grant Funds	VOCA Program Income	CFA	Total	VOCA Grant Funds	Total
Contract Amount:				\$0		\$0
	Enter the contractor/subrecipient name and the goods and services to be provided.					
	List all expenses to be paid on the contract/subaward, including, as appropriate, These may include the compensation rate (hourly or monthly salary, hourly or daily fee, monthly fee, etc.) and the total estimated time to deliver the service (hours, days, months based on compensation rate) and any additional costs (training costs, travel costs, mileage, meals and					

O. Services and Supplies

lodging, supplies, etc.). Contractor fees in excess of \$650 per day or \$81.25 per hour require additional justification and prior approval.

Is there another contract/subaward to add?
Yes No

d. Contract/
Subaward #4

	Year 1 VOCA Grant Funds	VOCA Program Income	CFA	Total	Year 2 VOCA Grant Funds	Total
Contract Amount:				\$0		\$0

Enter the contractor/subrecipient name and the goods and services to be provided.

List all expenses to be paid on the contract/subaward, including, as appropriate, These may include the compensation rate

O. Services and Supplies

(hourly or monthly salary, hourly or daily fee, monthly fee, etc.) and the total estimated time to deliver the service (hours, days, months based on compensation rate) and any additional costs (training costs, travel costs, mileage, meals and lodging, supplies, etc.). Contractor fees in excess of \$650 per day or \$81.25 per hour require additional justification and prior approval.

Is there another contract/subaward to add?
 Yes No

e. Contract/
 Subaward #5

Year 1 VOCA Grant Funds	VOCA Program Income	CFA	Total	Year 2 VOCA Grant Funds	Total
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O. Services and Supplies

Contract Amount:

\$0

\$0

Enter the contractor/subrecipient name and the goods and services to be provided.

List all expenses to be paid on the contract/subaward, including, as appropriate, These may include the compensation rate (hourly or monthly salary, hourly or daily fee, monthly fee, etc.) and the total estimated time to deliver the service (hours, days, months based on compensation rate) and any additional costs (training costs, travel costs, mileage, meals and lodging, supplies, etc.). Contractor fees in excess of \$650 per day or \$81.25 per hour

O. Services and Supplies

	require additional justification and prior approval.					
	Is there another contract/subaward to add? Yes No					
f. Contract/ Subaward #6						
	Year 1				Year 2	
	VOCA Grant Funds	VOCA Program Income	CFA	Total	VOCA Grant Funds	Total
Contract Amount:				\$0		\$0
	Enter the contractor/subrecipient name and the goods and services to be provided.					
	List all expenses to be paid on the contract/subaward, including, as appropriate, These may include the compensation rate (hourly or monthly salary, hourly or daily fee, monthly fee, etc.) and the total estimated time					

O. Services and Supplies

to deliver the service (hours, days, months based on compensation rate) and any additional costs (training costs, travel costs, mileage, meals and lodging, supplies, etc.). Contractor fees in excess of \$650 per day or \$81.25 per hour require additional justification and prior approval.

Is there another contract/subaward to add?
 Yes No

g. Contract/
 Subaward #7

	Year 1 VOCA Grant Funds	VOCA Program Income	CFA	Total	Year 2 VOCA Grant Funds	Total
Contract Amount:				\$0		\$0
	Enter the contractor/subrecipient name and the goods and services					

O. Services and Supplies

to be provided.

List all expenses to be paid on the contract/subaward, including, as appropriate, These may include the compensation rate (hourly or monthly salary, hourly or daily fee, monthly fee, etc.) and the total estimated time to deliver the service (hours, days, months based on compensation rate) and any additional costs (training costs, travel costs, mileage, meals and lodging, supplies, etc.). Contractor fees in excess of \$650 per day or \$81.25 per hour require additional justification and prior approval.

Is there another

O. Services and Supplies

h. Contract/ Subaward #8	contract/subaward to add? Yes No		Year 1			Year 2	
	VOCA Grant Funds	VOCA Program Income	CFA	Total	VOCA Grant Funds	Total	
Contract Amount:				\$0		\$0	
	Enter the contractor/subrecipient name and the goods and services to be provided.						
	List all expenses to be paid on the contract/subaward, including, as appropriate, These may include the compensation rate (hourly or monthly salary, hourly or daily fee, monthly fee, etc.) and the total estimated time to deliver the service (hours, days, months based on compensation rate) and any						

O. Services and Supplies

additional costs (training costs, travel costs, mileage, meals and lodging, supplies, etc.). Contractor fees in excess of \$650 per day or \$81.25 per hour require additional justification and prior approval.

Is there another contract/subaward to add?
Yes No

i. Contract/
Subaward #9

	Year 1				Year 2	
	VOCA Grant Funds	VOCA Program Income	CFA	Total	VOCA Grant Funds	Total
Contract Amount:				\$0		\$0

Enter the contractor/subrecipient name and the goods and services to be provided.

List all expenses to be paid on the contract/subaward,

O. Services and Supplies

including, as appropriate, These may include the compensation rate (hourly or monthly salary, hourly or daily fee, monthly fee, etc.) and the total estimated time to deliver the service (hours, days, months based on compensation rate) and any additional costs (training costs, travel costs, mileage, meals and lodging, supplies, etc.). Contractor fees in excess of \$650 per day or \$81.25 per hour require additional justification and prior approval.

Is there another contract/subaward to add?
Yes No

j. Contract/
Subaward #10

O. Services and Supplies

	Year 1 VOCA Grant Funds	VOCA Program Income	CFA	Total	Year 2 VOCA Grant Funds	Total
Contract Amount:				\$0		\$0
	<p>Enter the contractor/subrecipient name and the goods and services to be provided.</p> <p>List all expenses to be paid on the contract/subaward, including, as appropriate, These may include the compensation rate (hourly or monthly salary, hourly or daily fee, monthly fee, etc.) and the total estimated time to deliver the service (hours, days, months based on compensation rate) and any additional costs (training costs, travel costs, mileage, meals and lodging, supplies,</p>					

O. Services and Supplies

etc.). Contractor fees in excess of \$650 per day or \$81.25 per hour require additional justification and prior approval.

Contract/Su
baward Total

	Year 1			Year 2			TOTAL	
	VOCA Grant Funds	VOCA Program Income	CFA	VOCA Grant Funds	VOCA Program Income	CFA		
	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2. Travel		Year 1 VOCA Grant Funds	VOCA Program Income	CFA	Total		Year 2 VOCA Grant Funds	Total
	Total travel costs funded by this grant: Describe Year 1 travel expenses of project staff (travel to attend meetings, travel for outreach, client transport, and any other travel not related to attendance at training), show the basis of the computation (# of	\$0	\$0	\$0	\$0	\$0	\$0	\$0

O. Services and Supplies

miles, cost per mile), and explain how the travel costs are necessary and beneficial to the project.

Morrow County allows the Victim Assistant to utilize the District Attorney's County gas card and they provide gas for travel.

Describe Year 2 travel expenses of project staff (travel to attend meetings, travel for outreach, client transport, and any other travel not related to attendance at training), show the basis of the computation (# of miles, cost per mile), and explain how the travel costs are necessary and beneficial to the project.

Morrow County

O. Services and Supplies

allows the Victim Assistant to utilize the District Attorney's County gas card and they provide gas for travel.

3. Training

a.

Training

Title:National Training Institute

Location:D
enver
Colorado

Date:
12/4/2
019

	Year 1 VOCA Grant Funds	VOCA Program Income	CFA	Total	Year 2 VOCA Grant Funds	VOCA Program Income	CFA	Total
Total training costs funded by this grant: Describe expenses for project staff to attend training and show the basis of the computation (# of staff, registration fee, travel to training,	\$0	\$4,200.00		\$4,200.00				\$0

O. Services and Supplies

lodging, and meal per diem). Explain how the training is necessary and beneficial to the project. Include a link to the training if one is available. Morrow County Victim Assistant receives VOCA grant funds for Travel and training to ensure that the direct services that are being provided to the victims and family are the most updated and current information

O. Services and Supplies

and materials. The training funds that are available for the Victim Assistant to network with other Victim Assistants in other counties and states, to share job strategy in providing the victim and the family the direct services, resources, and support that is needed.

While attending this training the Victim Assistant is able to network with other Victim Assistants in

O. Services and Supplies

hopes learn
new
techniques of
providing
direct
services that
may not be
currently
using. The
information
and material
that is
provided at
this
conference
enables the
VA as the
MDT
coordinator
to invite MDT
members
that attend
would benefit
in their
positions by
attending this
training to
educate
them with
updated
information
and
materials

O. Services and Supplies

b.	✓ Add Training Training Title: Internati onal conference on Sexual	Location: Wash ington DC				Date: 4/13/2 020			
		Year 1 VOCA Grant Funds	VOCA Program Income	CFA	Total	Year 2 VOCA Grant Funds	VOCA Program Incom e	CFA	Total
	Total training costs funded by this grant: Describe expenses for project staff to attend training and show the basis of the computation (# of staff, registration fee, travel to training, lodging, and meal per diem). Explain how the training is	\$0	\$3,500.00	\$0	\$3,500.00	\$0		\$0	\$0

O. Services and Supplies

necessary
and
beneficial to
the project.
Include a link
to the training
if one is
available.
The Morrow
County VA
would benefit
from
attending this
annual
international
conference
on Sexual
Assault and
Domestic
Violence is a
conference
that educates
you on the
most
updated
information
and material
on Sexual
Assault and
Domestic
Violence. The
VA is a
advocate

O. Services and Supplies

and support for victims of Sexual Assault and Domestic Violence and direct services are provided to ensure not only their safety, but to help assist them in completing a Restraining Order if desired, enabling the family to keep moving forward in a normal functioning way, with direct services such as transportation, food, clothing and shoes. There are

O. Services and Supplies

circumstances in these situations that the victim may not realize can affect their long term health like strangulation. The information and material that is provided at this conference enables the VA as the MDT coordinator to invite MDT members that attend would benefit in their positions by attending this training to educate them with updated SA

O. Services and Supplies

information and materials.

✓ Add Training

c.

Title: Nova's 46th Annual Training

Location: Orlando Florida

Date: 7/27/2020

	Year 1 VOCA Grant Funds	VOCA Program Income	CFA	Total	Year 2 VOCA Grant Funds	VOCA Program Income	CFA	Total
Total training costs funded by this grant: Describe expenses for project staff to attend training and show the basis of the computation (# of staff, registration fee, travel to training, lodging, and meal per	\$0	\$2,100.00	\$0	\$2,100.00	\$0	\$0	\$0	\$0

O. Services and Supplies

diem).

Explain how
the training is
necessary
and
beneficial to
the project.

Include a link
to the training
if one is
available.

Morrow
County
Victim
Assistant
receives
VOCA grant
funds for
Travel and
training to
ensure that
the direct
services that
are being
provided to
the victims
and family
are the most
updated and
current
information
and
materials.

O. Services and Supplies

The training funds that are available for the Victim Assistant to network with other Victim Assistants in other counties and states, to share job strategy in providing the victim and the family the direct services, resources, and support that is needed.

✓ Add

Training

d.

Training

Title:ODAA

**Location:Be
nd Oregon**

**Date:
08/14/
2020**

Year 1	Year 2	Total	
VOCA Grant Funds	VOCA Grant Funds	CFA	Total
	VOCA Program Income		

O. Services and Supplies

<p>Total training costs funded by this grant: Describe expenses for project staff to attend training and show the basis of the computation (# of staff, registration fee, travel to training, lodging, and meal per diem). Explain how the training is necessary and beneficial to the project. Include a link to the training if one is available. Morrow County Victim Assistant is mandated to</p>	<p>\$0</p>	<p>\$855.00</p>	<p>\$0</p>	<p>\$855.00</p>	<p>\$0</p>	<p>\$0</p>	<p>\$0</p>	<p>\$0</p>	<p>\$0</p>	<p>\$0</p>
---	------------	-----------------	------------	-----------------	------------	------------	------------	------------	------------	------------

O. Services and Supplies

attend this
conference
that is hosted
by the
Oregon
District
Attorney's
Association.
The
conference
has
information
that keeps
the Victim
Assistants
updated with
legislative
activity, Grant
funds, Victim
Services, as
well as being
able to
network with
the other
Victim
Assistants in
the other
counties in
Oregon.
While
attending this
training the
Victim

O. Services and Supplies

Assistant is able to network with other Victim Assistants in hopes learn new techniques of providing direct services that may not be currently using.

✓ Add

Training

e.

Training

Title:Ellen Rosenblum's Elder Abuse training

Location:Be nd, Oregon

Date: 10/16/2020

	Year 1				Year 2			
	VOCA Grant Funds	VOCA Program Income	CFA	Total	VOCA Grant Funds	VOCA Program Income	CFA	Total
Total training costs funded by this grant:	\$0	\$0	\$0	\$0	\$0	\$1,200.00	\$0	\$1,200.00
Describe expenses for project staff								

O. Services and Supplies

to attend training and show the basis of the computation (# of staff, registration fee, travel to training, lodging, and meal per diem).

Explain how the training is necessary and beneficial to the project. Include a link to the training if one is available.

Morrow County Victim

Assistant has attended the Elder Abuse training for the last 2 years and it is a training that teaches

O. Services and Supplies

how to recognize abuse in many forms such as Physical, financial, Sexual, as well as neglect. The information that is presented is the most updated information and material to enable to educate individuals that work with the Elderly population to recognize the signs of abuse. While attending this training the Victim Assistant is able to network with

O. Services and Supplies

other Victim Assistants in hopes learn new techniques of providing direct services that may not be currently using. The VA is the MDT coordinator and facilitates monthly meeting with MDT members that attend would benefit in their positions by attending this training to educate them with updated Elder Abuse information and materials.

O. Services and Supplies

f.	✓ Add Training Training Title: Crime Victims Compensation training	Location: Salem, Oregon				Date: 10/20/2020				
		Year 1 VOCA Grant Funds	VOCA Program Income	CFA	Total	Year 2 VOCA Grant Funds	VOCA Program Income	CFA	Total	
	Total training costs funded by this grant: Describe expenses for project staff to attend training and show the basis of the computation (# of staff, registration fee, travel to training, lodging, and meal per diem). Explain how the training is				\$0				\$500.00	\$500.00

O. Services and Supplies

necessary
and
beneficial to
the project.
Include a link
to the training
if one is
available.
The Morrow
County
Victim
Assistant
assists
victims of
crime that
are injured,
need
counseling,
have loss of
wages at
their job due
to injuries
from the
crime, as
well as
funeral funds
to assist the
victims so
that it
minimized
the financial
hardship.
Crime

O. Services and Supplies

Victims
 Compensation trainings
 are offered to help educate
 you in completing the form
 correctly and the importance
 of completing all areas of
 need and sending it along with a
 police report to help expedite the
 claim process.

✓ Add

Training

g.

Training
Title:Crimes
 Against Women
 Conference

Location:Dallas Texas

Date:5/18/2021

Year 1	Year 2	Total				
VOCA Grant Funds	VOCA Grant Funds	VOCA Program Income	CFA	VOCA Program Income	CFA	Total

O. Services and Supplies

<p>Total training costs funded by this grant: Describe expenses for project staff to attend training and show the basis of the computation (# of staff, registration fee, travel to training, lodging, and meal per diem). Explain how the training is necessary and beneficial to the project. Include a link to the training if one is available. Morrow County Victim Assistant</p>	<p>\$0</p>	<p>e</p>	<p>\$3,50</p>	<p>\$3,50</p>
			<p>0.00</p>	<p>0.00</p>

O. Services and Supplies

receives
VOCA grant
funds for
Travel and
training to
ensure that
the direct
services that
are being
provided to
the victims
and family
are the most
updated and
current
information
and
materials.
The training
funds that are
available for
the Victim
Assistant to
network with
other Victim
Assistants in
other
counties and
states, to
share job
strategy in
providing the
victim and

O. Services and Supplies

the family the
direct
services,
resources,
and support
that is
needed.

While
attending this
training the
Victim
Assistant is
able to
network with
other Victim
Assistants in
hopes learn
new
techniques of
providing
direct
services that
may not be
currently
using. The
information
and material
that is
provided at
this
conference
enables the
VA as the

O. Services and Supplies

MDT
 coordinator
 to invite MDT
 members
 that attend
 would benefit
 in their
 positions by
 attending this
 training to
 educate
 them with
 updated
 information
 and
 materials

✓ Add

Training

h.

Training

Title: Sexual
 Assault Task
 Force
 Training

Location: Salem, Oregon

Date:
 7/11/2021

	Year 1				Year 2			
	VOCA Grant	VOCA	CFA	Total	VOCA Grant	VOCA	CFA	Total
	Funds	Program			Funds	Program		
		Income				Income		
Total training costs funded by this grant:				\$0		\$1,500.00		\$1,500.00
Describe								

O. Services and Supplies

expenses for project staff to attend training and show the basis of the computation (# of staff, registration fee, travel to training, lodging, and meal per diem).

Explain how the training is necessary and beneficial to the project. Include a link to the training if one is available.

The Morrow County VA responds to victims of Sexual Assault sometimes at all hours of the day or

O. Services and Supplies

night. The
Sexual
Assault Task
Force offers
a variety of
trainings
around
Sexual
Assault, such
as adults with
Dementia or
Cognitive
behaviors
Development
ally Delayed,
as well as
victims under
the influence
of substance
or
alcohol. The
VA is usually
called by
Law
Enforcement
to meet them
at the
hospital as
well as be
there to
advocate for
the
victim. The

O. Services and Supplies

trainings that are offered by SATF are very educating and cover a variety of different scenarios, as well as prepare you for the situation because not all victims are corporative due to what incident has just happened to them, and by the Victim Assistant responding to these incidents it helps build the trust and a relationship with the victim. The trust and a

O. Services and Supplies

relationship helps in prosecution and helps to keep the victim engaged with the District Attorneys office throughout the prosecution process.

✓ Add

Training

i.

Training

Title:ODAA

Location:Be nd Oregon

Date:
8/14/2021

Year 1				Year 2			
VOCA Grant Funds	VOCA Program Income	CFA	Total	VOCA Grant Funds	VOCA Program Income	CFA	Total
			\$0		\$900.00		\$900.00

Total training costs funded by this grant:
Describe expenses for project staff to attend training and

O. Services and Supplies

show the basis of the computation (# of staff, registration fee, travel to training, lodging, and meal per diem). Explain how the training is necessary and beneficial to the project. Include a link to the training if one is available. Morrow County Victim Assistant is mandated to attend this conference that is hosted by the Oregon District Attorney's Association.

Organization: Morrow County, acting by and through its District Attorney's Office

O. Services and Supplies

The conference has information that keeps the Victim Assistants updated with legislative activity, Grant funds, Victim Services, as well as being able to network with the other Victim Assistants in the other counties in Oregon. While attending this training the Victim Assistant is able to network with other Victim Assistants in hopes learn new techniques of

Organization: Morrow County, acting by and through its District Attorney's Office

O. Services and Supplies

providing direct services that may not be currently using.

✓ Add

Training

j.

Training

Title:Sexual Assault Task Force

Location:Salem, Oregon

Date:03/15/2021

Year 1	Year 2						
VOCA Grant Funds	VOCA Program Income	CFA	Total	VOCA Grant Funds	VOCA Program Income	CFA	Total
			\$0		\$1,745.00		\$1,745.00

Total training costs funded by this grant: Describe expenses for project staff to attend training and show the basis of the computation (# of staff, registration fee, travel to training,

O. Services and Supplies

lodging, and
meal per
diem).

Explain how
the training is
necessary
and
beneficial to
the project.

Include a link
to the training
if one is
available.

The Morrow
County VA
responds to
victims of
Sexual
Assault
sometimes
at all hours of
the day or
night. The
Sexual
Assault Task
Force offers
a variety of
trainings
around
Sexual
Assault, such
as adults with
Dementia or

Organization: Morrow County, acting by and through its District Attorney's Office

O. Services and Supplies

Cognitive behaviors Development ally Delayed, as well as victims under the influence of substance or alcohol. The VA is usually called by Law Enforcement to meet them at the hospital as well as be there to advocate for the victim. The trainings that are offered by SATF are very educating and cover a variety of different scenarios, as well as prepare you

Organization: Morrow County, acting by and through its District Attorney's Office

O. Services and Supplies

for the
situation
because not
all victims
are
corporative
due to what
incident has
just
happened to
them, and by
the Victim
Assistant
responding
to these
incidents it
helps build
the trust and
a relationship
with the
victim. The
trust and a
relationship
helps in
prosecution
and helps to
keep the
victim
engaged with
the District
Attorneys
office
throughout

Organization: Morrow County, acting by and through its District Attorney's Office

O. Services and Supplies

k.	the prosecution process. Add Training Training Name:	Location:			Date:				
		Year 1 VOCA Grant Funds	VOCA Program Income	CFA	Total	Year 2 VOCA Grant Funds	VOCA Program Income	CFA	Total
	Total training costs funded by this grant: Describe expenses for project staff to attend training and show the basis of the computation (# of staff, registration fee, travel to training, lodging, and meal per diem). Explain how the training is				\$0				\$0

O. Services and Supplies

necessary and beneficial to the project. Include a link to the training if one is available.

Add Training Training Name:

Location:

Date:

I.

Year 1	Year 2	Total
VOCA Grant Funds	VOCA CFA Program Income	VOCA CFA Program Income
CFA	CFA	Total
		\$0
		\$0

Total training costs funded by this grant: Describe expenses for project staff to attend training and show the basis of the computation (# of staff, registration fee, travel to

O. Services and Supplies

training, lodging, and meal per diem). Explain how the training is necessary and beneficial to the project. Include a link to the training if one is available.

Training Total		Year 1 VOCA Grant Funds	VOCA Program Income	CFA	Year 2 VOCA Grant Funds	VOCA Program Income	CFA	TOTAL
		\$0	\$10,655.00	\$0	\$0	\$9,345.00		\$0
4.	Office Supplies		Year 1 VOCA Grant Funds	VOCA Program Income	CFA	Total	Year 2 VOCA Grant Funds	Total
	Total office supply costs funded by this grant: List items for Year 1 by type (office supplies, copy		\$0	\$0	\$0	\$0	\$0	\$0

O. Services and Supplies

paper, expendable equipment costing less than \$5,000 and having a useful life less than one year, etc.), explain how the cost estimate was determined, and provide an explanation for how these supplies are necessary and beneficial to the project. Generally, supplies include any materials that are expendable or consumed during the course of the project.

None at this time
List items for Year 2 by type (office supplies, copy paper, expendable equipment costing less than \$5,000 and having a useful life less than one year, etc.), explain how the cost estimate was

O. Services and Supplies

determined, and provide an explanation for how these supplies are necessary and beneficial to the project. Generally, supplies include any materials that are expendable or consumed during the course of the project.
None at this time

5. Postal Supplies	Year 1 VOCA Grant Funds	VOCA Program Income	CFA	Total	Year 2 VOCA Grant Funds	Total
Total postage costs funded by this grant: Describe the type of postal expenses for Year 1, explain how the cost estimate was determined, and provide an explanation for how these costs are necessary and beneficial to the project. None at this time Describe the type of	\$0	\$0	\$0	\$0	\$0	\$0

Organization: Morrow County, acting by and through its District Attorney's Office

O. Services and Supplies

postal expenses for Year 2, explain how the cost estimate was determined, and provide an explanation for how these costs are necessary and beneficial to the project.
None at this time

6. Printing & Copying	Year 1 VOCA Grant Funds	VOCA Program Income	CFA	Total	Year 2 VOCA Grant Funds	Total
<p>Total printing and copying costs funded by this grant: Describe the type of printing and copying expenses for Year 1, explain how the cost estimate was determined, and provide an explanation for how these costs are necessary and beneficial to the project. None at this time Describe the type of printing and copying</p>	\$0	\$0	\$0	\$0	\$0	\$0

O. Services and Supplies

expenses for Year 2,
 explain how the cost
 estimate was
 determined, and
 provide an
 explanation for how
 these costs are
 necessary and
 beneficial to the
 project.
 None at this time

7.	Communication (Telephone, Cell Phone, Internet)	Year 1			Total	Year 2	
		VOCA Grant Funds	VOCA Program Income	CFA		VOCA Grant Funds	Total
	Total communication costs funded by this grant:	\$900.00	\$0	\$0	\$900.00	\$900.00	\$900.00
	Describe the type of communication expenses for Year 1 (local and long distance telephone services, toll free phone services, Internet, cellular phone services, etc.), explain how the cost estimate was determined for each type of expense, and provide an						

O. Services and Supplies

explanation for how each of these costs are necessary and beneficial to the project.

Morrow County Victim Assistant has a work cell phone that was purchased with Voca grant funds in 2015-2017, and the District Attorney no longer wants to cover the monthly bill for it out of the District Attorney budget.

The monthly cell phone billing is \$75.00 a month for data.

The Victim Assistant uses her work cell phone to provide services to victims with notification of hearings, transportation, communicating with Law Enforcement in Domestic Violence or Sexual Assault incidents, as well as

O. Services and Supplies

answering
questions that they
may have.

Describe the type of
communication
expenses for Year 2
(local and long
distance telephone
services, toll free
phone services,
Internet, cellular
phone services,
etc.), explain how
the cost estimate
was determined for
each type of
expense, and
provide an
explanation for how
each of these costs
are necessary and
beneficial to the
project.

Morrow County
Victim Assistant has
a work cell phone
that was purchased
with Voca grant
funds in 2015-2017,
and the District
Attorney no longer
wants to cover the

O. Services and Supplies

monthly bill for it out of the District Attorney budget. The monthly cell phone billing is \$75.00 a month for data. The Victim Assistant uses her work cell phone to provide services to victims with notification of hearings, transportation, communicating with Law Enforcement in Domestic Violence or Sexual Assault incidents, as well as answering questions that they may have.

8.	Equipment Rental	Year 1 VOCA Grant Funds	VOCA Program Income	CFA	Total	Year 2 VOCA Grant Funds	Total
	Total equipment rental costs funded by this grant: Describe the type of equipment rental expenses for Year 1	\$0	\$0	\$0	\$0	\$0	\$0

O. Services and Supplies

(postage meter, copier maintenance agreement, etc.), explain how the cost estimate was determined, and provide an explanation for how these costs is necessary and beneficial to the project.

None at this time

Describe the type of equipment rental expenses for Year 2 (postage meter, copier maintenance agreement, etc.), explain how the cost estimate was determined, and provide an explanation for how these costs is necessary and beneficial to the project.

None at this time

P. Other Costs

1.	Rent/Utilities	Year 1			Year 2			Total
		VOCA Grant Funds	VOCA Program Income	CFA	VOCA Grant Funds	VOCA Program Income	CFA	
	Total rent/utility costs funded by this grant:	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	The agency does not own the building for which rent costs will be charged. Describe the type of rent or utility cost (office space, training space, storage space, etc.) for Year 1, explain how the cost was determined (cost per square foot, monthly rent, room fee, etc.), the basis for the computation, and provide an explanation for how this cost is necessary and beneficial to the project. None at this time Describe the type of rent or utility cost (office space, shelter space, storage space, etc.) for Year 2, explain how the cost was determined (cost per square foot, monthly rent and # of months), the basis for the computation, and provide an explanation for how this cost is necessary and beneficial to the project. None at this time							

2.	Emergency Service	Year 1			Year 2			Total
		VOCA Grant Funds	VOCA Program Income	CFA	VOCA Grant Funds	VOCA Program Income	CFA	
	Total emergency services costs funded by the grant:	\$10,000.00	\$0	\$0	\$10,000.00	\$0	\$0	\$10,000.00
	Describe the specific types of emergency services to be provided in Year 1, explain how the cost estimate was determined, and provide an explanation for how these costs are necessary and beneficial to the project. Morrow County does not have a Domestic Violence or a Sexual Assault shelter in the county . When there are victims of Domestic Violence or Sexual Assault we provide Emergency funds for the victim and the family to stay in a motel to ensure their safety from their offender. The Emergency funds are to help provide the victims and family with food, clothing, travel such as gas cards or transportation, as well as changing the locks on their house to ensure the offender does not get back into the house. There is also times when there is a victim of a criminal case that will need an attorney in helping her complete and facilitate the hearing in court. Describe the specific types of emergency services to be provided in Year 2, explain how the cost estimate was determined, and							

P. Other Costs

provide an explanation for how these costs are necessary and beneficial to the project.

Morrow County does not have a Domestic Violence or a Sexual Assault shelter in the county. When there are victims of Domestic Violence or Sexual Assault we provide Emergency funds for the victim and the family to stay in a motel to ensure their safety from their offender. The Emergency funds are to help provide the victims and family with food, clothing, travel such as gas cards or transportation, as well as changing the locks on their house to ensure the offender does not get back into the house.

There is also times when there is a victim of a criminal case that will need an attorney in helping her complete and facilitate the hearing in court.

3.	Capital Outlay	Year 1			Year 2			Total
		VOCA Grant Funds	VOCA Program Income	CFA	VOCA Grant Funds	VOCA Program Income	CFA	
	Total capital outlay costs funded by this grant:	\$0	\$0	\$0	\$0	\$0	\$0	\$0

List each non-expendable item to be purchased in Year 1, the cost for each item, and the pro-rated portion allocated to this project, unless the item is being purchased exclusively for this project. Explain how the item to be purchased is necessary for the success of the project. Capital purchases are those that have a purchase price equal to or greater than your agency's capitalization limit and a useful life of more than one year. Expendable items should be included in Office Supplies and rented or leased items should be included in Equipment Rental. See Guidance on the Procurement Process for clarification of federal requirements.

None at this time

List each non-expendable item to be purchased in Year 2, the cost for each item, and the pro-rated portion allocated to this project, unless the item is being purchased exclusively for this project. Explain how the item to be purchased is necessary for the success of the project. Capital purchases are those that have a purchase price equal to or greater than your agency's capitalization limit and a useful life of more than one year. Expendable items should be included in Office Supplies and rented or leased items should be included in Equipment Rental. See Guidance on the Procurement Process for clarification of federal requirements.

None at this time

4.	Indirect/De Minimis Costs	Year 1			Year 2			Total
		VOCA Grant Funds	VOCA Program Income	CFA	VOCA Grant Funds	VOCA Program Income	CFA	
	Total indirect/de	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Organization: Morrow County, acting by and through its District Attorney's Office

P. Other Costs

de minimis costs

funded by the grant:

A federally negotiated indirect cost rate must be supported with a current indirect cost rate agreement, proposal or certificate uploaded on Form M. If the organization has never had a negotiated indirect cost rate, indirect costs may be included in the budget using the de minimis rate of 10% of modified total direct costs. Please provide a brief narrative indicating if a federally approved indirect rate or the de minimis rate is being used and what costs are included in the rate for Year 1.

None at this time

A federally negotiated indirect cost rate must be supported with a current indirect cost rate agreement, proposal or certificate uploaded on Form M. If the organization has never had a negotiated indirect cost rate, indirect costs may be included in the budget using the de minimis rate of 10% of modified total direct costs. Please provide a brief narrative indicating if a federally approved indirect rate or the de minimis rate is being used and what costs are included in the rate for Year 2.

None at this time

5.	Administrative	Year 1			Year 2			Total
		VOCA Grant Funds	VOCA Program Income	CFA	VOCA Grant Funds	VOCA Program Income	CFA	
	Total administrative costs funded by this grant:	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Administrative costs may be charged directly; these costs must be directly related to the project and may not to exceed 10% of modified total direct costs. Please provide a detailed explanation of the administrative costs to be funded by this grant in Year 1 (e.g., staff FTE, fiscal services, IT services, HR services, general liability insurance, audit costs, etc.), the method used by the organization to equitably allocate administrative costs, and how these costs are necessary and beneficial to the project.

None at this time

Administrative costs may be charged directly; these costs must be directly related to the project and may not to exceed 10% of modified total direct costs. Please provide a detailed explanation of the administrative costs to be funded by this grant in Year 2 (e.g., staff FTE, fiscal services, IT services, HR services, general liability insurance, audit costs, etc.), the method used by the organization to equitably allocate administrative costs, and how these costs are necessary and beneficial to the project.

None at this time

6.	Other	Year 1			Year 2			Total
		VOCA Grant Funds	VOCA Program	CFA	VOCA Grant Funds	VOCA Program	CFA	

Organization: Morrow County, acting by and through its District Attorney's Office

P. Other Costs

		Income				Income		
Other costs funded	\$500.00	\$0	\$0	\$500.00	\$500.00	\$0	\$0	\$500.00

by this grant:

List other items for Year 1 by major type, the basis for the computation and how these costs are necessary and beneficial to the project.

Providing Interpreters for Victims.

List other items for Year 2 by major type, the basis for the computation and how these costs are necessary and beneficial to the project.

Providing Interpreters for Victims.

	Year 1				Year 2			
	VOCA Grant Funds	VOCA Program Income	CFA	Total	VOCA Grant Funds	VOCA Program Income	CFA	Total
Other costs funded	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

by this grant:

List other items for Year 1 by major type, the basis for the computation and how these costs are necessary and beneficial to the project.

None at this time

List other items for Year 2 by major type, the basis for the computation and how these costs are necessary and beneficial to the project.

None at this time

	Year 1				Year 2			
	VOCA Grant Funds	VOCA Program Income	CFA	Total	VOCA Grant Funds	VOCA Program Income	CFA	Total
Other costs funded	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

by this grant:

List other items for Year 1 by major type, the basis for the computation and how these costs are necessary and beneficial to the project.

None at this time

List other items for Year 2 by major type, the basis for the computation and how these costs are necessary and beneficial to the project.

Organization: Morrow County, acting by and through its District Attorney's Office

P. Other Costs

None at this time

Q. Match

Applicants requesting a waiver must first demonstrate the ability to provide as much match as they are able entering in their match amount in line items 1-16. Then, enter the amount of their requested waiver match in the box below. It is very important to note that if you do not have the ability to provide match, and your waiver is not approved, you will not be eligible to receive grant funds beyond your match amount.

The applicant agency is requesting a partial or full match waiver in the amount of:

The applicant agency is a Tribal Nation and thus is not required to provide match.

1. Salary	Year 1	Year 2	Total
Type and amount of salary match funds:			
Cash:	\$15,853.00	\$15,853.00	\$31,706.00
Volunteer Hours:			
Volunteer Hourly Rate:			
Volunteer Match:	\$0	\$0	\$0

Describe any salaried position(s) including the FTE of each position included as cash match and describe how the hourly rate for any volunteers was calculated (mandated personnel costs may be included in the hourly rate, that is, FICA, FICA Med, UI and Workers' Compensation). Include an explanation of how the salaried position(s) and/or volunteer hours are necessary and beneficial to the project.

Victim Assistant

Describe the source(s) of the match (type of state or local funds, foundation grants, private donations of cash, services, or goods, etc.).

CFA funds.

2. Personnel Expenses	Year 1	Year 2	Total
Type and amount of personnel expenses match funds:			
Cash:			\$0
In-kind:			\$0

Describe the percentage of personnel expenses for any position(s) included as cash match.

Describe the source(s) of the match (type of state or local funds, foundation grants, private donations of cash, services, or goods, etc.).

3. Contractual Services	Year 1	Year 2	Total
Type and amount of contractual services match funds:			
Cash:			\$0
In-kind:			\$0

Describe any contracts/subawards, indicate how the cash or in-kind value was determined, and provide an explanation for how these costs are necessary and beneficial to the project.

Describe the source(s) of the match (type of state or local funds, foundation grants, private donations of cash, services, or goods, etc.).

Q. Match

4. Travel	Year 1	Year 2	Total
Type and amount of travel match funds:			
Cash:			\$0
In-kind:			\$0

Describe any travel costs, indicate how the cash or in-kind value was determined, and provide an explanation for how these costs are necessary and beneficial to the project.

Describe the source(s) of the match (type of state or local funds, foundation grants, private donations of cash, services, or goods, etc.).

5. Training	Year 1	Year 2	Total
Type and amount of training match funds:			
Cash:			\$0
In-kind:			\$0

Describe any training costs, indicate how the cash or in-kind value was determined, and provide an explanation for how these costs are necessary and beneficial to the project.

Describe the source(s) of the match (type of state or local funds, foundation grants, private donations of cash, services, or goods, etc.).

6. Office Supplies	Year 1	Year 2	Total
Type and amount of office supply match funds:			
Cash:			\$0
In-kind:			\$0

Describe any office supply costs, indicate how the cash or in-kind value was determined, and provide an explanation for how these costs are necessary and beneficial to the project.

Describe the source(s) of the match (type of state or local funds, foundation grants, private donations of cash, services, or goods, etc.).

7. Postage	Year 1	Year 2	Total
Type and amount of postage match funds:			
Cash:			\$0
In-kind:			\$0

Describe any postage costs, indicate how the cash or in-kind value was determined, and provide an explanation for how these costs are necessary and beneficial to the project.

Describe the source(s) of the match (type of state or local funds, foundation grants, private donations of cash, services, or goods, etc.).

8. Printing & Copying	Year 1	Year 2	Total
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Q. Match

Type and amount of printing and copying match funds:

Cash:	\$0
In-kind:	\$0

Describe any printing & copying costs, indicate how the cash or in-kind value was determined, and provide an explanation for how these costs are necessary and beneficial to the project.

Describe the source(s) of the match (type of state or local funds, foundation grants, private donations of cash, services, or goods, etc.).

9. Communication Year 1 Year 2 Total

Type and amount of communication match funds:

Cash:	\$0
In-kind:	\$0

Describe any communication costs, indicate how the cash or in-kind value was determined, and provide an explanation for how these costs are necessary and beneficial to the project.

Describe the source(s) of the match (type of state or local funds, foundation grants, private donations of cash, services, or goods, etc.).

10. Equipment Rental Year 1 Year 2 Total

Type and amount of equipment rental match funds:

Cash:	\$0
In-kind:	\$0

Describe any equipment rental costs, indicate how the cash or in-kind value was determined, and provide an explanation for how these costs are necessary and beneficial to the project.

Describe the source(s) of the match (type of state or local funds, foundation grants, private donations of cash, services, or goods, etc.).

11. Rent/Utilities Year 1 Year 2 Total

Type and amount of rent/utility match funds:

Cash:			\$0
In-kind:	\$2,000.00	\$2,000.00	\$4,000.00

Describe any rent/utility costs, indicate how the cash or in-kind value was determined, and provide an explanation for how these costs are necessary and beneficial to the project.

Overall costs of the building and utilities multiplied by the square foot area of the Victim Witness office space.

Describe the source(s) of the match (type of state or local funds, foundation grants, private

Q. Match

donations of cash, services, or goods, etc.).

Local Funds.

12.	Emergency Services	Year 1	Year 2	Total
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Type and amount of emergency services match funds:

Cash:	\$0
In-kind:	\$0

Describe any emergency services costs, indicate how the cash or in-kind value was determined, and provide an explanation for how these costs are necessary and beneficial to the project.

Describe the source(s) of the match (type of state or local funds, foundation grants, private donations of cash, services, or goods, etc.).

13.	Capital Outlay	Year 1	Year 2	Total
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Type and amount of capital outlay match funds:

Cash:	\$0
In-kind:	\$0

Describe any capital outlay costs, indicate how the cash or in-kind value was determined, and provide an explanation for how these costs are necessary and beneficial to the project.

Describe the source(s) of the match (type of state or local funds, foundation grants, private donations of cash, services, or goods, etc.).

14.	Indirect/De Minimis Costs	Year 1	Year 2	Total
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Type and amount of indirect/de minimis cost match funds:

Cash:	\$0
In-kind:	\$0

Describe any indirect/de minimis costs, indicate how the cash or in-kind value was determined, and provide an explanation for how these costs are necessary and beneficial to the project.

Describe the source(s) of the match (type of state or local funds, foundation grants, private donations of cash, services, or goods, etc.).

15.	Administrative	Year 1	Year 2	Total
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Type and amount of administrative match funds:

Cash:	\$0
In-kind:	\$0

Describe any administrative costs, indicate how the cash or in-kind value was determined, and provide an explanation for how these costs are necessary and beneficial to the project.

Q. Match

Describe the source(s) of the match (type of state or local funds, foundation grants, private donations of cash, services, or goods, etc.).

16. Other	Year 1	Year 2	Total
Type and amount of other match funds:			
Cash:			\$0
In-kind:	\$5,738.00	\$5,340.00	\$11,078.00

Describe any other costs, indicate how the cash or in-kind value was determined, and provide an explanation for how these costs are necessary and beneficial to the project.

Additional support provided by the District Attorney's budget.

Describe the source(s) of the match (type of state or local funds, foundation grants, private donations of cash, services, or goods, etc.).

Local Funds

Type and amount of other match funds:			
Cash:			\$0
In-kind:			\$0

Describe any other costs, indicate how the cash or in-kind value was determined, and provide an explanation for how these costs are necessary and beneficial to the project.

Describe the source(s) of the match (type of state or local funds, foundation grants, private donations of cash, services, or goods, etc.).

Type and amount of other match funds:			
Cash:			\$0
In-kind:			\$0

Describe any other costs, indicate how the cash or in-kind value was determined, and provide an explanation for how these costs are necessary and beneficial to the project.

Describe the source(s) of the match (type of state or local funds, foundation grants, private donations of cash, services, or goods, etc.).

17. Total Match	Year 1	Year 2	Total
Cash:	\$15,853.00	\$15,853.00	\$31,706.00
In-kind:	\$7,738.00	\$7,340.00	\$15,078.00
Total:	\$23,591.00	\$23,193.00	\$46,784.00

Organization: Morrow County, acting by and through its District Attorney's Office

R. Budget Summary

	Year 1		Year 2		Total	
	VOCA	CFA	VOCA	CFA	VOCA	CFA
1. Total Grant Funds Requested:	\$92,116.00	\$15,853.00	\$95,014.00	\$15,853.00	\$187,130.00	\$31,706.00
	Total VOCA Grant Funds		Total VOCA Program Income		Total CFA	
2. Total Administrative Funds Allowable*:	\$18,713.00	\$2,000.00	\$3,170.60			

* The calculation provided under "Total Administrative Funds Allowable" may need adjusting depending on the exact costs included in the proposed budget. Your Fund Coordinator may ask you to adjust administrative costs as necessary during the modification process.

		Total VOCA				
3. Total VOCA Match Required:		\$46,782.50				
4. Year One VOCA Budget						
Personnel	Year One VOCA Grant Funds	Year One VOCA Program Income	Year One Cash Match	Year One In-Kind Match	Year One Total Match	Year One Total Project
Salary	\$40,264.00	\$0	\$15,853.00	\$0	\$15,853.00	\$56,117.00
Personnel Expenses	\$40,452.00	\$0	\$0	\$0	\$0	\$40,452.00
Total	\$80,716.00	\$0	\$15,853.00	\$0	\$15,853.00	\$96,569.00
Personnel Services & Supplies	Year One VOCA Grant Funds	Year One VOCA Program Income	Year One Cash Match	Year One In-Kind Match	Year One Total Match	Year One Total Project
Contractual Services	\$0	\$0	\$0	\$0	\$0	\$0
Travel	\$0	\$0	\$0	\$0	\$0	\$0
Training	\$0	\$10,655.00	\$0	\$0	\$0	\$10,655.00
Office Supplies	\$0	\$0	\$0	\$0	\$0	\$0
Postage	\$0	\$0	\$0	\$0	\$0	\$0
Printing & Copy	\$0	\$0	\$0	\$0	\$0	\$0

R. Budget Summary

ing						
Communic	\$900.00	\$0	\$0	\$0	\$0	\$900.00
ation						
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Rental						
Total	\$900.00	\$10,655.00	\$0	\$0	\$0	\$11,555.00
Servi						
ces						
&						
Supp						
lies						
Other	Year One VOCA	Year One VOCA	Year One Cash	Year One In-Kind	Year One Total	Year One Total
Costs	Grant Funds	Program Income	Match	Match	Match	Project
Rent	\$0	\$0	\$0	\$2,000.00	\$2,000.00	\$2,000.00
Emergency	\$10,000.00	\$0	\$0	\$0	\$0	\$10,000.00
Services						
Capital	\$0	\$0	\$0	\$0	\$0	
Outlay						
Indirect	\$0	\$0	\$0	\$0	\$0	\$0
Costs						
Administrat	\$0	\$0	\$0	\$0	\$0	\$0
ive						
Other	\$500.00	\$0	\$0	\$5,738.00	\$5,738.00	\$6,238.00
Total Other	\$10,500.00	\$0	\$0	\$7,738.00	\$7,738.00	\$18,238.00
Services						
Total	\$92,116.00	\$10,655.00	\$15,853.00	\$7,738.00	\$23,591.00	\$126,362.00
		\$0				
5.	Year Two VOCA					
	Budget					
Personnel	Year Two VOCA	Year Two VOCA	Year Two Cash	Year Two In-Kind	Year Two Total	Year Two Total

R. Budget Summary

	Grant Funds	Program Income	Match	Match	Match	Project
Salary	\$41,948.00	\$0	\$15,853.00	\$0	\$15,853.00	\$57,801.00
Personnel Expenses	\$41,666.00	\$0	\$0	\$0	\$0	\$41,666.00
Total	\$83,614.00	\$0	\$15,853.00	\$0	\$15,853.00	\$99,467.00
Personnel Services & Supplies Contractual Services	Year Two VOCA Grant Funds	Year Two VOCA Program Income	Year Two Cash Match	Year Two In-Kind Match	Year Two Total Match	Year Two Total Project
Travel	\$0	\$0	\$0	\$0	\$0	\$0
Training	\$0	\$9,345.00	\$0	\$0	\$0	\$9,345.00
Office	\$0	\$0	\$0	\$0	\$0	\$0
Supplies						
Postage	\$0	\$0	\$0	\$0	\$0	\$0
Printing & Copying	\$0	\$0	\$0	\$0	\$0	\$0
Communication	\$900.00	\$0	\$0	\$0	\$0	\$900.00
Equipment Rental	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$900.00	\$9,345.00	\$0	\$0	\$0	\$10,245.00
Services & Supplies Other Costs	Year Two VOCA Grant Funds	Year Two VOCA Program Income	Year Two Cash Match	Year Two In-Kind Match	Year Two Total Match	Year Two Total Project
Rent	\$0	\$0	\$0	\$2,000.00	\$2,000.00	\$2,000.00
Emergency Services	\$10,000.00	\$0	\$0	\$0	\$0	\$10,000.00
Capital Outlay	\$0	\$0	\$0	\$0	\$0	\$0

R. Budget Summary

Indirect Costs	\$0	\$0	\$0	\$0	\$0	\$0
Administrative	\$0	\$0	\$0	\$0	\$0	\$0
Other	\$500.00	\$0	\$0	\$5,340.00	\$5,340.00	\$5,840.00
Total Other Services	\$10,500.00	\$0	\$0	\$7,340.00	\$7,340.00	\$17,840.00
Total	\$95,014.00	\$9,345.00	\$15,853.00	\$7,340.00	\$23,193.00	\$127,552.00

6. **VOCA Budget Summary**

Personnel	Total VOCA Grant Funds	Total VOCA Program Income	Total VOCA Match	Total VOCA Project
Salary	\$82,212.00	\$0	\$31,706.00	\$113,918.00
Personnel Expenses	\$82,118.00	\$0	\$0	\$82,118.00
Total Personnel	\$164,330.00	\$0	\$31,706.00	\$196,036.00
Personnel Services & Supplies	Total VOCA Grant Funds	Total VOCA Program Income	Total VOCA Match	Total VOCA Project
Contractual Services	\$0	\$0	\$0	\$0
Travel	\$0	\$0	\$0	\$0
Training	\$0	\$20,000.00	\$0	\$20,000.00
Office Supplies	\$0	\$0	\$0	\$0
Postage	\$0	\$0	\$0	\$0
Printing & Copying	\$0	\$0	\$0	\$0
Communications	\$1,800.00	\$0	\$0	\$1,800.00

Organization: Morrow County, acting by and through its District Attorney's Office

R. Budget Summary

ation				
Equipment	\$0	\$0	\$0	\$0
Rental				
Total	\$1,800.00	\$20,000.00	\$0	\$21,800.00
Services & Supplies				
Other	Total VOCA Grant	Total VOCA	Total VOCA Match	Total VOCA Project
Costs	Funds	Program Income		
Rent	\$0	\$0	\$4,000.00	\$4,000.00
Emergency	\$20,000.00	\$0	\$0	\$20,000.00
Services				
Capital	\$0	\$0	\$0	\$0
Outlay				
Indirect	\$0	\$0	\$0	\$0
Costs				
Administrat	\$0	\$0	\$0	\$0
ive				
Other	\$1,000.00	\$0	\$11,078.00	\$12,078.00
Total Other	\$21,000.00	\$0	\$15,078.00	\$36,078.00
Services				
Total	\$187,130.00	\$20,000.00	\$46,784.00	\$253,914.00
				\$0

7. CFA Budget Summary

Personnel	Year One Grant	Year Two Grant	Total Project
	Funds	Funds	
Salary	\$15,853.00	\$15,853.00	\$31,706.00
Personnel	\$0	\$0	\$0
Expenses			
Total	\$15,853.00	\$15,853.00	\$31,706.00

R. Budget Summary

Personnel

Services & Supplies	Year One Grant Funds	Year Two Grant Funds	Total Project
Contractual	\$0	\$0	\$0
Services			
Travel	\$0	\$0	\$0
Training	\$0	\$0	\$0
Office	\$0	\$0	\$0
Supplies			
Postage	\$0	\$0	\$0
Printing & Copying	\$0	\$0	\$0
Communication	\$0	\$0	\$0
Equipment Rental	\$0	\$0	\$0
Total	\$0	\$0	\$0

Services & Supplies	Year One Grant Funds	Year Two Grant Funds	Total Project
Other			
Costs			
Rent	\$0	\$0	\$0
Emergency	\$0	\$0	\$0
Services			
Capital	\$0	\$0	\$0
Outlay			
Indirect	\$0	\$0	\$0
Costs			
Administrative	\$0	\$0	\$0

R. Budget Summary

Other	\$0	\$0	\$0
Total Other	\$0	\$0	\$0
Services			
Total	\$15,853.00	\$15,853.00	\$31,706.00
			\$0

FOR CAICs ONLY:

8. The agency accepts our General Fund Child Abuse Medical Assessment allocation in the amount of:



AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 1 of 2)

(For BOC Use)
Item #
5a

Please complete for each agenda item submitted for consideration by the Board of Commissioners
(See notations at bottom of form)

Presenter at BOC: Carla McLane
Department: Planning
Short Title of Agenda Item:
(No acronyms please)

Phone Number (Ext): 541-922-4624 or (5505)
Requested Agenda Date: 09-11-2019

Umatilla Electric Cooperative (UEC) Permits:
Olson Road (temporary) and Bombing Range Road

This Item Involves: (Check all that apply for this meeting.)

- Order or Resolution
Ordinance/Public Hearing:
1st Reading 2nd Reading
Public Comment Anticipated:
Estimated Time:
Document Recording Required
Contract/Agreement
Appointments
Update on Project/Committee
Consent Agenda Eligible
Discussion & Action
Estimated Time: 30 minutes
Purchase Pre-Authorization
Other

N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity:
Contractor/Entity Address:
Effective Dates - From: Through:
Total Contract Amount: Budget Line:
Does the contract amount exceed \$5,000? Yes No

Reviewed By:

Carla McLane 09092019 Department Director Required for all BOC meetings
DATE
Administrator Required for all BOC meetings
County Counsel *Required for all legal documents
Finance Office *Required for all contracts; other items as appropriate.
Human Resources *If appropriate
* Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

Note: All other entities must sign contracts/agreements before they are presented to the Board of Commissioners (originals preferred). Agendas are published each Friday afternoon, so requests must be received in the BOC Office by 1:00 p.m. on the Friday prior to the Board's Wednesday meeting. Once this form is completed, including County Counsel, Finance and HR review/sign-off (if appropriate), then submit it to the Board of Commissioners Office.

AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 2 of 2)

1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):

Two permits submitted by Umatilla Electric Cooperative (UEC) remain unresolved. Those permits are 1) the temporary permit to cross Olson Road with a 115 kV transmission line designed to serve the under construction data center site within the City of Boardman and 2) the crossing of Bombing Range Road at the northern point of the dogleg bend. The Board has previously questioned both of those crossing for differing reasons.

As part of this Agenda Cover Sheet is a narrative, prepared by UEC's consultant Toth & Associates, to further discuss both of these permit requests. Grant Bassett (Toth & Associates) will be in attendance to further answer any questions.

2. FISCAL IMPACT:

3. SUGGESTED ACTION(S)/MOTION(S):

"I move approval of Permit #OOL approving the request to build on the right-of-way crossing Olsen Road. As this request is for a temporary crossing, the Board further requests that evidence be provided in the form of written correspondence with included pictures when the temporary installation is removed."

"I move approval of Permit #OOR approving the request to build on the right-of-way crossing Bombing Range Road."

Attach additional background documentation as needed.

115 kV Temporary Transmission line and planned 230 kV transmission line, Boardman

Project Overview:

Umatilla Electric Cooperative (UEC) plans to construct a temporary 115 kV transmission line to serve new development in the Boardman area. This temporary line would tap a 115 kV line located at Columbia Ave NE and Ulman Blvd and then run southwest, cross I-84 and connect to a new substation on the west side of Olson Rd located approximately ¼ mile south of I-84. This line is planned to be built on wood poles that range in height from 75 to 100 feet tall. The line is meant to provide temporary service to VADATA and will eventually be de-constructed after a new 230 kV transmission line is built to bring the power supply from the Bombing Range Rd and I 84 interchange area. Planned de-construction of this temporary 115 kV transmission line is currently scheduled for not later than 2023.

UEC has received approval of the Morrow County Planning Director for a Land Use Determination allowing construction of the project (LUD-N-19-19) subject to conditions including permits from Morrow County Public works for road crossings and ODOT for the I-84 crossing. UEC has also submitted Zoning permits to the City of Boardman for the portion of the line (most of the line) within the City limits and has received easements from affected landowners including the Port of Morrow.

Olson Road Crossing Permit:

UEC has submitted a permit application to cross Olson Rd with the 115 kV transmission line to the Morrow County Public Works Director. The minimum vertical ground clearance per NESC (National Electrical Safety Code) Rule 232 to a road surface for a 115 kV Transmission line is 20 feet. The minimum clearance for vehicles crossing under this powerline is 5.5 feet. The crossing over Olson Rd is currently designed to have a minimum clearance of 32 feet which would allow passage of vehicles with loads or components reaching 26 feet off the ground.

The planned 115 kV transmission line will be installed on wood poles and will be removed after a 230 kV transmission line, final alignment and sighting of which is not yet complete, is built to serve the permanent power needs of the VA DATA development. Once the alignment of the 230 kV transmission line is established, a separate Land Use decision, road permits, City permits, and other regulatory requirements will be submitted for consideration.

Toth and Associates respectfully presents this information to the Morrow County Commission in support of UEC's application for a road crossing over Olson Road.

Thank you for your time and consideration.

Bombing Range Rd 230 kV Transmission Line (Wheatridge)**Project Overview:**

Umatilla Electric Cooperative (UEC) plans to construct a new 230kV overhead electric transmission line generally following Bombing Range Rd as part of the local community's collaborative development of a sustainable utility corridor. The project plan is for a double circuit 230 kV transmission line on steel poles ranging from approximately 90 to 130 feet in height. The line will run 22 miles southerly from the existing Morrow Flat Substation owned by the Bonneville Power Administration to a new substation to be constructed at Strawberry Lane.

UEC has received approval of the Morrow County Planning Director for a Land Use Determination allowing construction of the project (LUD-N-07) in the portion of the project that is zoned exclusive farm use. UEC has submitted zoning applications to the Morrow County Planning Director for the remainder of the line that lies within the port industrial and other development zones.

Bombing Range Road Crossing (Permit #490):

UEC has submitted 7 road crossing applications to the Morrow County Public Works Director including the planned crossing of Bombing Range road approximately 2.8 miles south of the junction of Homestead Lane. The minimum vertical ground clearance per NESC (National Electrical Safety Code) Rule 232 to a road surface for a 230 kV Transmission line is 22.5 feet. The minimum clearance for vehicles crossing under this powerline is 8 feet. The crossing over Bombing Range Road is currently designed to have a minimum clearance of 36 feet which would allow passage of vehicles with loads or components reaching 28 to 30 feet off the ground. While clearance at this crossing is less than some of the other planned road crossings for this line, there are design constraints at this crossing which include:

1. No structure (pole) can be 100 feet high or more adjacent to the Naval bombing range. Poles on the span crossing Bombing Range Road are designed to the maximum height.
2. To achieve clearance from the road as the road makes a sweeping curve to the east, and to avoid current access drives in the area required a long crossing span.
3. In the area of the crossing, the terrain slopes away from the road to the south, placing the pole holding the south end of the span at a lower elevation than the road and the pole holding the north end of the span.

In addition, there are currently other electrical powerlines that cross Bombing Range road that have the following clearances:

1. 12kV electric service line crosses Bombing Range Rd approximately 1 mile south of Wilson Lane with a clearance of **26 feet**.
2. 12kV electric service line crosses Bombing Range Rd approximately ¼ mile south of Lindsay Feedlot Ln with a clearance of **25 feet**.
3. 12kV electric service line crosses Bombing Range Rd at the junction of Alpine Ln with a clearance of **24 feet**.

Toth and Associates respectfully presents this information to the Morrow County Commission in support of UEC's road crossing permit application. Thank you for your time and consideration.

Return to:
MORROW COUNTY PUBLIC WORKS
365 West Highway 74
P.O. Box 428
Lexington, Oregon 97839
Phone: (541) 989-9500



APPLICATION #: 00L
COUNTY ROAD #: 689
ROAD NAME: Olson Rd

Applicant Mailing Address
Umatilla Electric Cooperative
Name (Business Name, Attn: Name) _____
P.O. Box 1148
Mailing Address (Street/Post Office Box) _____
Hermiston, OR 97838
City, State, Zip Code _____
541-289-1522
Phone Number _____

APPLICATION FEE:
(CHECK ONE)
 Private (\$50.00) Utility Company (No Fee)
PAYMENT RECEIVED:
07-10-2019 \$0 WJ
(Date Payment Received - Amount Received - Initials)

APPLICATION FOR NECESSITY TO BUILD ON RIGHT OF WAY
(Water, Gas, Communication Service Lines, Fixtures, Signs, and other Facilities)

Please fill out this form completely in ink (Blue or Black) or type.

We, Wendy Neal-Umatilla Electric Cooperative 750 W. Elm Hermiston OR, 97838
(Name - Individual/Business) (Physical Address) (Work Order Number)
hereby request permission either to locate within County Road right of way or cross
Morrow County road Olson Rd SE at ~.75 miles from nearest
(Name of County Road) (Miles)
intersection with road Wilson Ln SE 09 04N 25E
(Name of County Road) (Section) (Township) (Range)
E.W.M. with a Electric Transmission Line of 115kV, Center Line 73' distance
(Water, Gas, Telephone Lines, ect.) (Dimensions) (Distance)
from R/W line n/a depth of line or pipe, E, W X side of road.
(Depth) (Note N, S, E, W)

As more particularly described by the attached sketch.

PERMITTEE AGREES TO TERMS AND CONDITIONS ON THE ATTACHED TWO PAGES

Page 1 WJ Page 2 WJ
(Initial) (Initial)

Additional Terms and Conditions to be noted here.

When work is completed call Morrow County Public Works Office for final inspection at (541) 989-9500.

PERMITTEE SIGNATURE: Wendy Neal DATE: 7/10/2019
(Signature of Authorized Permittee) (Date Signed)

State of Oregon
County of Umatilla
This instrument was acknowledged before me on 7-10, 2019
by Wendy Neal
Notary Public - State of Oregon



RECOMMENDED BY: _____ DATE: _____
(Assistant Road Master) (Date Signed)
APPROVED BY: _____ DATE: _____
(Public Works Director) (Date Signed)

ATTEST: _____
(Morrow County Clerk)

PERMITTEE AGREES TO THE FOLLOWING TERMS AND CONDITIONS:

SPECIFICATIONS:

1. A notice of ten (10) days from request to issuance of permit will be required in order for the Department of Public Works to inspect and approve desired project.
2. Two (2) sets of plans for approval by the Director of Public Works or their representative will be submitted with request for permit.
3. Upon granting of this permit the applicant hereby agrees to install necessary installations in the following manner:

ROAD CROSSING:

Unless written permission is first obtained from the Director to open cut; pipeline or conduit which crosses under the surfaced portion of the road shall either be tunneled, jacked, driven, or placed in a hole bored under the surface for that purpose with following provisions:

- A. All installations will be a minimum of four (4) feet from the surface of the road to top on installation.
- B. Trenching in connection with any of these methods shall be no nearer top of the fill slope in fill sections or the point where the outer edges of the surfacing meets the subgrade in other sections, than two (2) feet.
- C. If the tunneling method is used, it shall be by an approved method, which supports the surrounding materials so as to prevent caving or settlement.
- D. The backfilling around the installed pipe or conduit of all trenches and tunnels must be accomplished immediately after the facility authorized by the permit has been placed therein and must be well tamped with mechanical tampers or other approved devices so as to allow the least possible amount of subsequent settlement.
 1. All trenches will be backfilled and mechanically tamped to a depth of two (2) feet below surface of road. The remaining depth will be backfilled with $\frac{3}{4}$ " - 0" rock tamped in six (6) inch layers to a depth of three (3) inches below road surface. Remaining depth to be filled with blacktop properly installed.
 2. Where original surface was crushed rock or gravel, wearing surface and foundation either 1" - 0" or $\frac{3}{4}$ " - 0" aggregate placed to a total compacted thickness of four (4) inches or the thickness of the removed stone base and wearing surface, whichever is greater.
- E. Special Consideration - Pipelines
 1. The minimum depth to the top of the pipe forty-eight (48) inches from the ground line or top of wearing surface and thirty (30) inches from bottom of the road drainage ditch line is required and these distances should be increased when warranted by conditions such as possible increases in ditch depths from scouring or road maintenance, clearance of existing drainage structures or other utilities, code requirements, ect. All pipelines shall be located under drainage structures or other utilities, code requirements, ect. All pipelines shall be located under drainage structures or under drainage ways, unless authorized otherwise in special provisions, except those pipelines may be attached to bridges at locations specified by the Director.
 2. Where a buried crossing is sought, to expedite insertion, removal or replacement of carrier pipes, or protect carrier pipes from external pads or shock, and carry leaking fluids or gases away from the roadway. It is required to place pressure pipelines crossing or paralleling County roads in conduit or casing pipe. Exceptions may be made for coated and/or cathodic protected steel pipe placed by the trenching method, ductile iron pipe and other durable type pipe having a long term life expectancy, leak proof joints and capable of withstanding the external loads applied through the use of the roadways. Coated pipe placed by the boring or jacking method should be placed in a casing pipe unless the coating is of a type resistant to abrasions.

ADJACENT TO ROADWAY:

- A. All installations shall be buried at a depth of four (4) feet from top of the roadway to top of installation. Said installation shall be outside the traveled surface.
- B. If said installation is installed in shoulder of road, backfill will be suitable to Director of Public Works or his representative. Backfill will be mechanically tamped to a depth of one (1) foot below surface of road and remaining depth to be $\frac{3}{4}$ " - 0" rock.

TRAFFIC

- A. Applicant must maintain and protect the movement of traffic at all times.
- B. In trenching across the County road, no more than one half of the traveled way is to be opened at one time. The opened half shall be completely backfilled before opening the other half, or provision for a bypass or "shoofly" road must be made.
- C. Closure of intersecting streets, road approaches, or other access points will not be permitted. Upon trenching across such facilities, steel-running plates, planks or other satisfactory methods shall be used to provide for traffic to enter or leave the highway or adjacent property.

INSURANCE

- A. Permittee must carry all necessary liability to protect the public at all times.

REPAIRS

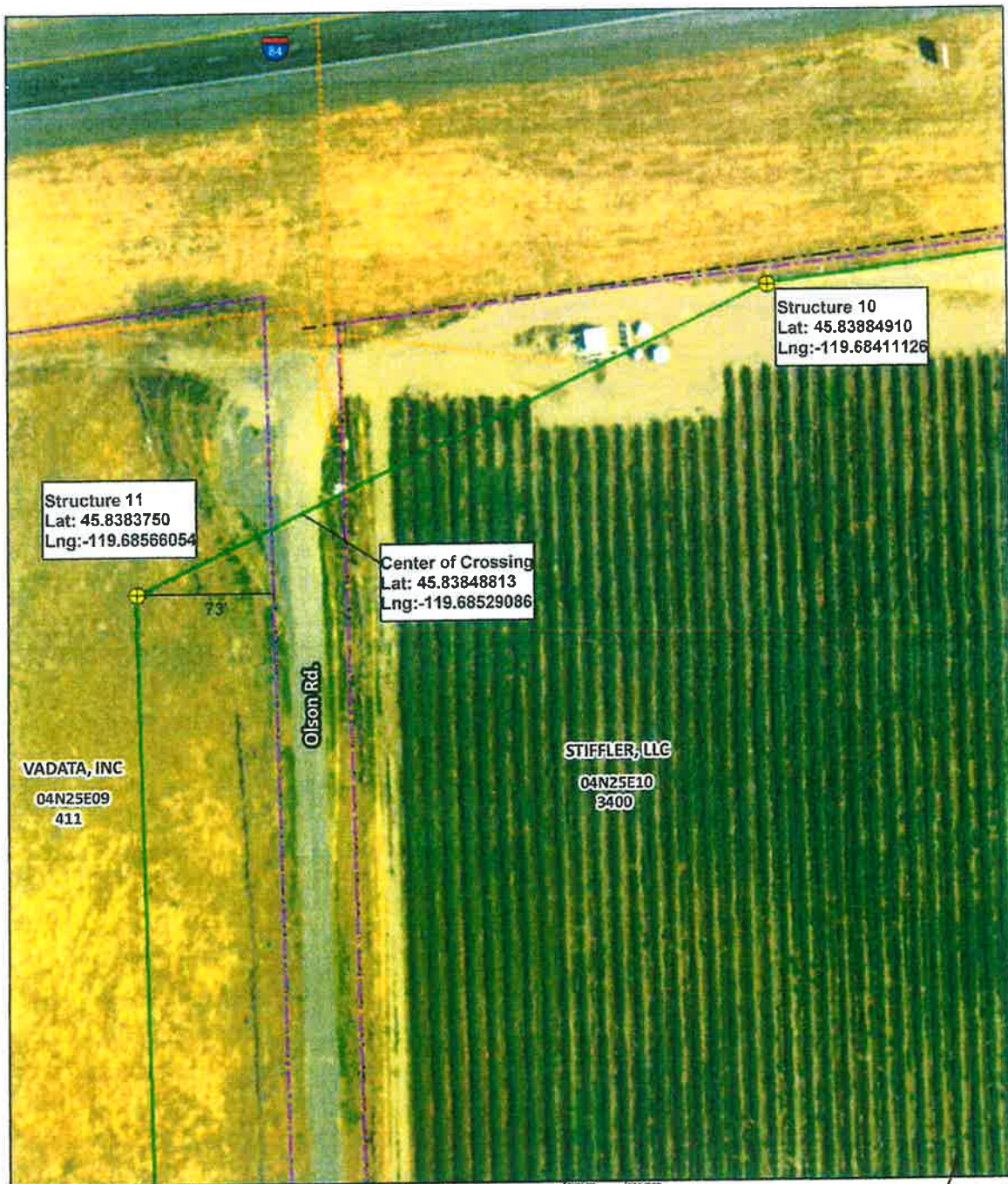
- A. All roadbed surfaces disturbed by utility installations, adjustments or repairs covered by permit, will be repaired or replaced within one (1) week, except specifically allowed for by special provisions listed in the permit.
- B. All roadbed surfaces disturbed by utility installations, adjustments or repairs covered by permit that result in hazards to the traveling public will be either replaced or repaired immediately or adequately barricaded and signed to warn the public that a hazard exists.
- C. Any replacement or repair not accomplished by the applicant under the above, within the specified time will be done by the County with no prior notice to the applicant and at the expense of the applicant. The County will also make any immediate repairs, alterations or additions to any barricading, signing or warning for a hazardous area when such barricading, signing or warning is found to be inadequate, inappropriate, or ineffective without prior notice to the applicant.
- D. For a period of one (1) year following the patching of any paved surface, the applicant shall be responsible for the condition of said pavement patches, and during that time shall, upon request from the Director, repair to the County's satisfaction any of the said patches which become settled, cracked, broken or otherwise faulty.
- E. The repair or maintenance of said installation shall be the responsibility of the applicant at all times. The applicant will complete any necessary repairs not more than forty-eight (48) hours after notification by Department of Public Works.

REMOVEAL, RELOCATION AND REPAIR

The permit is issued pursuant to the law of the State of Oregon which authorizes the Board to subsequently require the applicant to remove, relocate or repair the poleline, buried cable, or pipeline covered by the permit as needed by the County to replace, repair, or maintain County roads, at that sole cost of the applicant and by applying applicant consents and agrees to such conditions.

Upon receiving written notice from the Board to remove, relocate or repair the said poleline, buried cable or pipeline, the applicant shall within the thirty (30) days make arrangements for removal, relocation or repair of same, at his sole cost, in accordance's with said written notice.

If the applicant fails to commence installation of the poleline, buried cable, or pipeline covered by the permit within sixty (60) days from the date the permit is issued, said permit shall be deemed null and void and all privileges there under forfeited, unless a written extension of time is obtained from the Director.



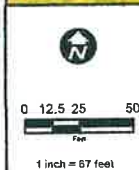
Structure 11
 Lat: 45.8383750
 Lng: -119.68566054

Center of Crossing
 Lat: 45.83848813
 Lng: -119.68529086

Structure 10
 Lat: 45.83884910
 Lng: -119.68411126

VADATA, INC
 04N25E09
 411

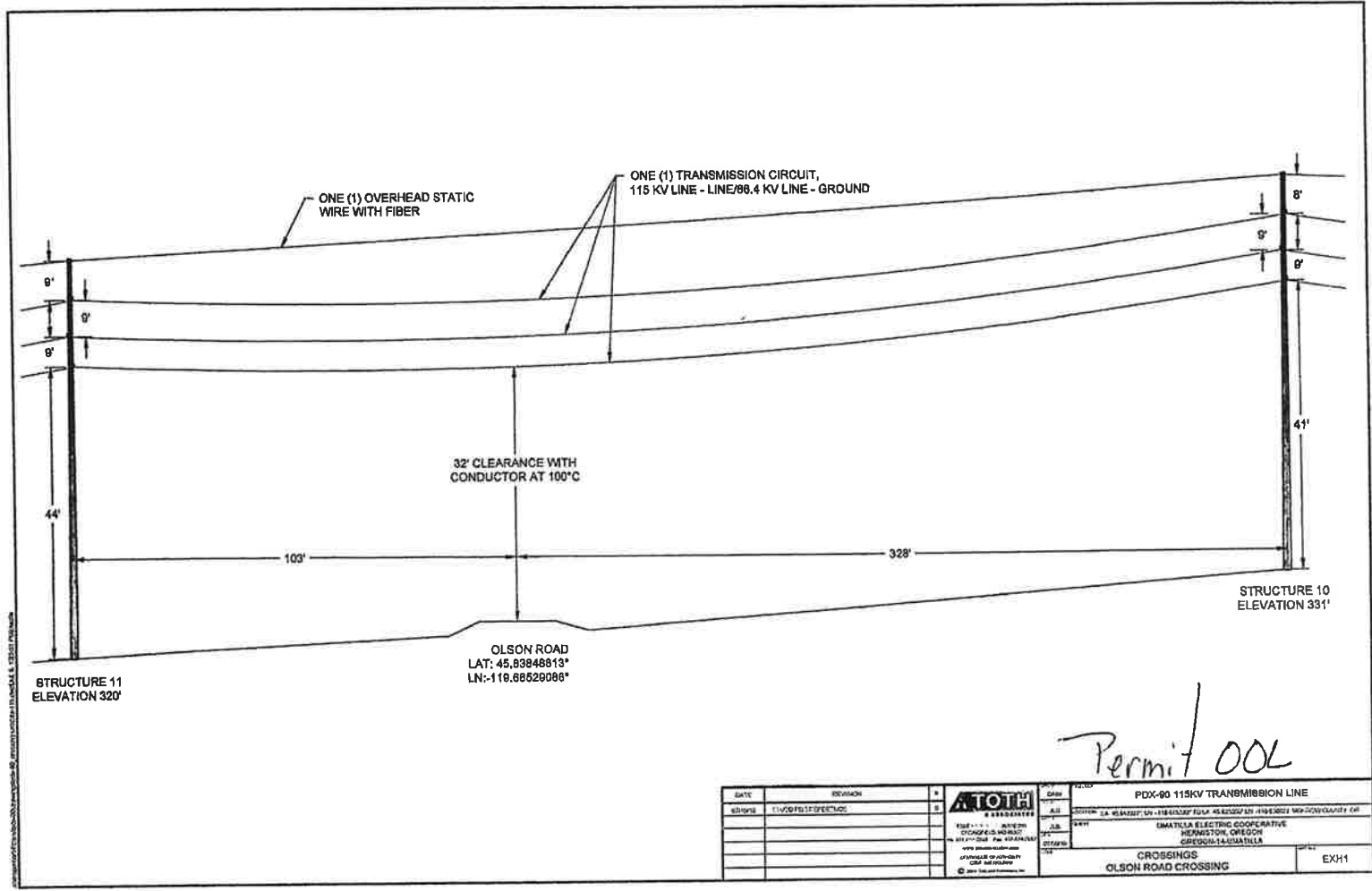
STIFFLER, LLC
 04N25E10
 3400



DATE	REVISION	#
7/09/2019	WORKING	1

TOTH & ASSOCIATES
 830 E Primrose, Suite 200
 Springfield, MO 65807
 Ph: 417-888-0645 Fax: 417-888-0657
 tothassociates.com
 CERTIFICATE OF AUTHORITY:
 OR# not required
 © Toth and Associates, Inc.

DATE: 7/09/2019	PROJECT: PDX 90 115kV <i>Permit 00L</i>
CREATED BY: AF	LOCATION: BOARDMAN MORROW COUNTY, OREGON
CHG. BY: RS	CLIENT: UMATILLA ELECTRIC COOPERATIVE
APPROVED BY: GB	HERMISTON, OREGON
TITLE: Olson Road Crossing	OREGON 14 UMATILLA
	SHEET NO: 1



Permit 00L

DATE	REVISION	BY	CHKD	DATE	PROJECT
	11/05/2015	JOS			PDX-00 115KV TRANSMISSION LINE
					CITY OF PORTLAND - DEPARTMENT OF TRANSPORTATION - 115KV TRANSMISSION LINE
					DMATILA ELECTRIC COOPERATIVE
					HERMISTON, OREGON
					CROSSINGS
					OLSON ROAD CROSSING
					EXH1

Matt Scrivner

From: Wendy Neal <Wendy.Neal@umatillaelectric.com>
Sent: Thursday, August 1, 2019 2:03 PM
To: Carla McLane; Matt Scrivner
Cc: 'Gopala Borchelt'
Subject: RE: Permit OOL
Attachments: a href=fileMPLS CADDJOBS (Active)TX - OR14 PDX90 230 kV ROWDrafting Mode....kmz;
a href=fileMPLS CADDJOBS (Active)TX - OR14 PDX90 230 kV ROWPDX90 230kV Red
Route Prelim Drafting.xyzPDX90 230kV Red Route Prelim Draftinga.kmz; PDX90 115
kva.kmz

~~STOP AND REPLY HERE~~

Hi Carla and Matt,

The 115kV and the 230 kV will be built on separate structures. The 115kV will stay in place, until the 230kV is energized, then we will remove the 115kV line and structures.

The 230 route is still not determined, we are still in discussions with landowners to take the south route. We will complete another application for the 230 line, once the route is finalized.

I hope the kmz files help, it should show the 115, and the 2 options for the 230 that we have. There are only 2 locations where we can cross BPA lines, so we are limited in our options.

Wendy Neal
Umatilla Electric Cooperative
Land Use Specialist
Hermiston, OR 97838
Direct 541.289.1522

Umatilla Electric Cooperative is a member owned business that sells energy, invests in and supports other services to improve the quality of life in our communities.

From: Carla McLane [mailto:cmclane@co.morrow.or.us]
Sent: Thursday, August 1, 2019 12:51 PM
To: Matt Scrivner <mscrivner@co.morrow.or.us>; Wendy Neal <Wendy.Neal@umatillaelectric.com>
Cc: 'Gopala Borchelt' <gborchelt@tothassociates.com>
Subject: RE: Permit OOL

Wendy,

Matt has raised a question that I am also curious about. I've copied Gopala, as you both probably have some insight that you could share. I guess there are a number of questions, so I'll just throw them out here...

- How much of the 115 near it's Olson Road terminus will be built at 230 to allow for a transfer from temporary to permanent?
- When might you have the best answer for that question? Or...
- Will you build it all at 115 then upsize the portion that would remain?

From a land use perspective we've approved a 'temporary 115 kV transmission line.' And we anticipate another application for the 230 kV permanent line. Each will be reviewed discreetly. They may cover the same ground, or maybe not. The process will be the same or very similar.

But for the road crossing permit there might be other considerations. So having a better understanding of how we get from temporary to permanent will be helpful. And if I'm being honest it will help as we move through the land use planning process as well.

Thanks for your consideration.
Cordially,
Carla

Carla McLane, MBA
Morrow County Planning Director
205 Third Street NE
Post Office Box 40
Irrigon, Oregon 97844
541-922-4624
cmclane@co.morrow.or.us

From: Matt Scrivner
Sent: Thursday, August 1, 2019 6:49 AM
To: Wendy Neal <Wendy.Neal@umatillaelectric.com>
Cc: Carla McLane <cmclane@co.morrow.or.us>
Subject: Permit OOL

Wendy

Our office was called asking about permit #OOL from the planning department because someone was in their office to pick up the permit? That permit has not been approved as I was waiting on planning approval first. This permit needs to go before the Board of Commissioners, I can make that happen next Wednesday, but I have one question. Will this line be removed when the permanent 230 line is installed? Or is this line being built to handle the new 230 line as it seems to run in the area of the proposed permanent 230 line?

Matt Scrivner
Public Works Director
Morrow County Public Works
365 W. Hwy 74
Lexington, Oregon 97839
1-541-989-8584 (office)
1-541-980-7468 (cell)

This email has been scanned by the Symantec Email [Security.cloud](#) service.

Return to:
MORROW COUNTY PUBLIC WORKS
365 West Highway 74
P.O. Box 428
Lexington, Oregon 97839
Phone: (541) 989-9500

APPLICATION #: 00R
COUNTY ROAD #: ~~490~~ 490
ROAD NAME: Bombing Range Rd

Applicant Mailing Address
Umatilla Electric Cooperative
Name (Business Name, Attn: Name) _____
P.O. Box 1148 _____
Mailing Address (Street/Post Office Box) _____
Hermiston, OR 97838 _____
City, State, Zip Code _____
541-289-1522 _____
Phone Number _____

APPLICATION FEE:
(CHECK ONE)
 Private (\$50.00) Utility Company (No Fee)
PAYMENT RECEIVED:
08-12-2019 - \$0.00
(Date Payment Received - Amount Received - Initials)

**APPLICATION FOR NECESSITY TO BUILD ON RIGHT OF WAY
(Water, Gas, Communication Service Lines, Fixtures, Signs, and other Facilities)**

Please fill out this form completely in ink (Blue or Black) or type.

We, Wendy Neal-Umatilla Electric Cooperative 750 W. Elm Hermiston, OR 97838
(Name - Individual/Business) (Physical Address) (Work Order Number)
hereby request permission either to locate within County Road right of way or cross
Morrow County road Bombing Range Rd at ~4.8 miles from nearest
(Name of County Road) (Miles)
intersection with road Homestead Ln 06 02N 26E
(Name of County Road) (Section) (Township) (Range)
E.W.M. with a Electric Transmission Line of 230 kV, Center Line 30' distance
(Water, Gas, Telephone Lines, ect.) (Dimensions) (Distance)
from R/W line n/a depth of line or pipe, N X side of road.
(Depth) (Note N, S, E, W)

As more particularly described by the attached sketch.

PERMITTEE AGREES TO TERMS AND CONDITIONS ON THE ATTACHED TWO PAGES

Page 1 W Page 2 W
(Initial) (Initial)

Additional Terms and Conditions to be noted here.

When work is completed call Morrow County Public Works Office for final inspection at (541) 989-9500.

PERMITTEE SIGNATURE: Wendy Neal DATE: 8/5/19
(Signature of Authorized Permittee) (Date Signed)

State of Oregon
County of Umatilla
This instrument was acknowledged before me on 8/5, 20 19
by Wendy Neal
Notary Public - State of Oregon

OFFICIAL STAMP
LYNNE LEE FIDLER
NOTARY PUBLIC - OREGON
COMMISSION NO. 986474
MY COMMISSION EXPIRES APRIL 18, 2023

Denied permit application may be appealed to the Morrow County Board of Commissioners.

RECOMMENDED BY: _____ DATE: _____
(Assistant Road Master) (Date Signed)
APPROVED BY: _____ DATE: _____
(Public Works Director) (Date Signed)

ATTEST: _____
(Morrow County Clerk)

PERMITTEE AGREES TO THE FOLLOWING TERMS AND CONDITIONS:

SPECIFICATIONS:

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3. Upon granting of this permit the applicant hereby agrees to install necessary installations in the following manner:

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TRAFFIC

- A. Applicant must maintain and protect the movement of traffic at all times.
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- C. Closure of intersecting streets, road approaches, or other access points will not be permitted. Upon trenching across such facilities, steel-running plates, planks or other satisfactory methods shall be used to provide for traffic to enter or leave the highway or adjacent property.

INSURANCE

- A. Permittee must carry all necessary liability to protect the public at all times.

REPAIRS

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Upon receiving written notice from the Board to remove, relocate or repair the said poleline, buried cable or pipeline, the applicant shall within the thirty (30) days make arrangements for removal, relocation or repair of same, at his sole cost, in accordance's with said written notice.

If the applicant fails to commence installation of the poleline, buried cable, or pipeline covered by the permit within sixty (60) days from the date the permit is issued, said permit shall be deemed null and void and all privileges there under forfeited, unless a written extension of time is obtained from the Director.

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY



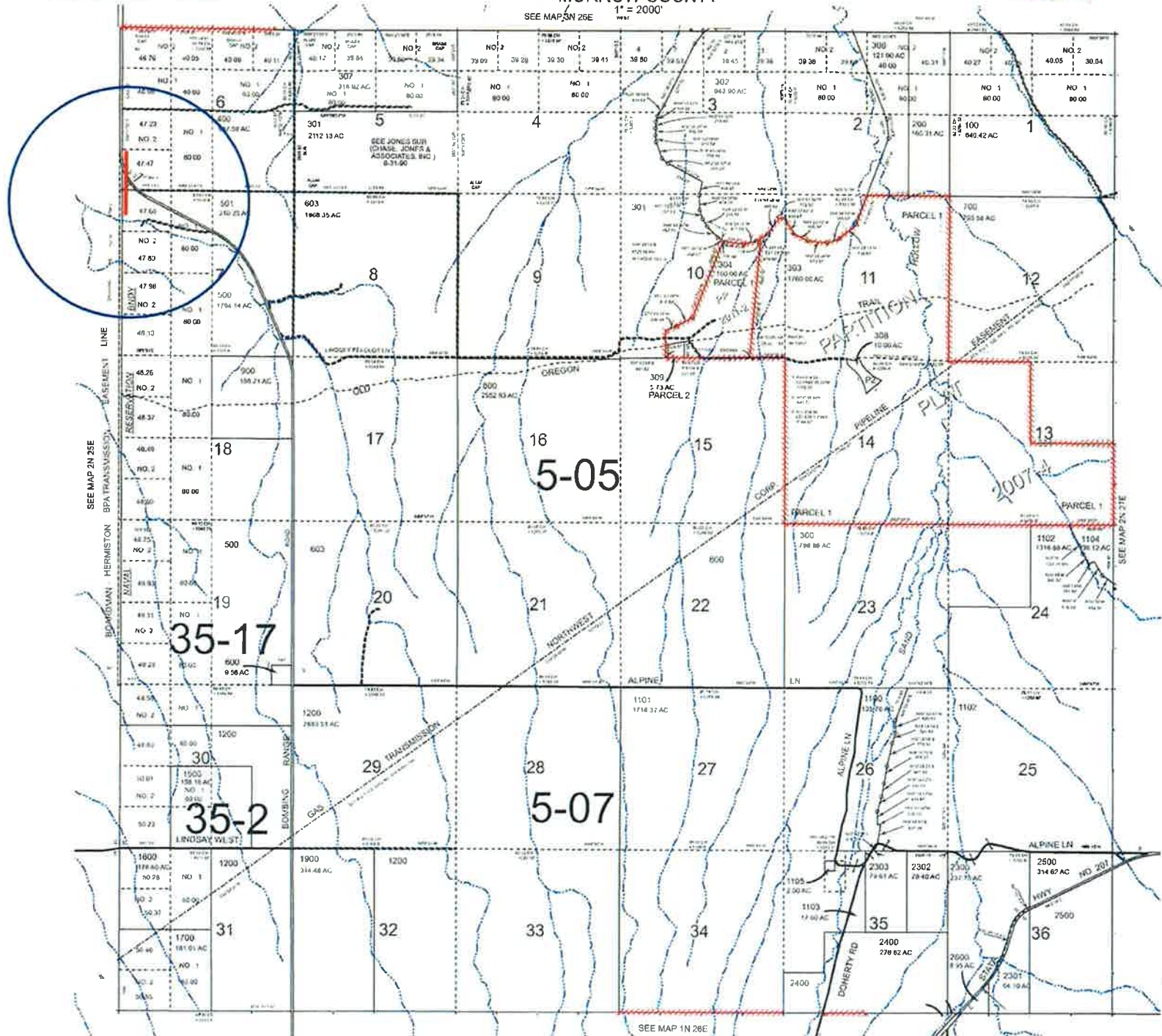
T.2N. R.26E. W.M. MORROW COUNTY

1" = 2000'

Permit #00R

02N26E

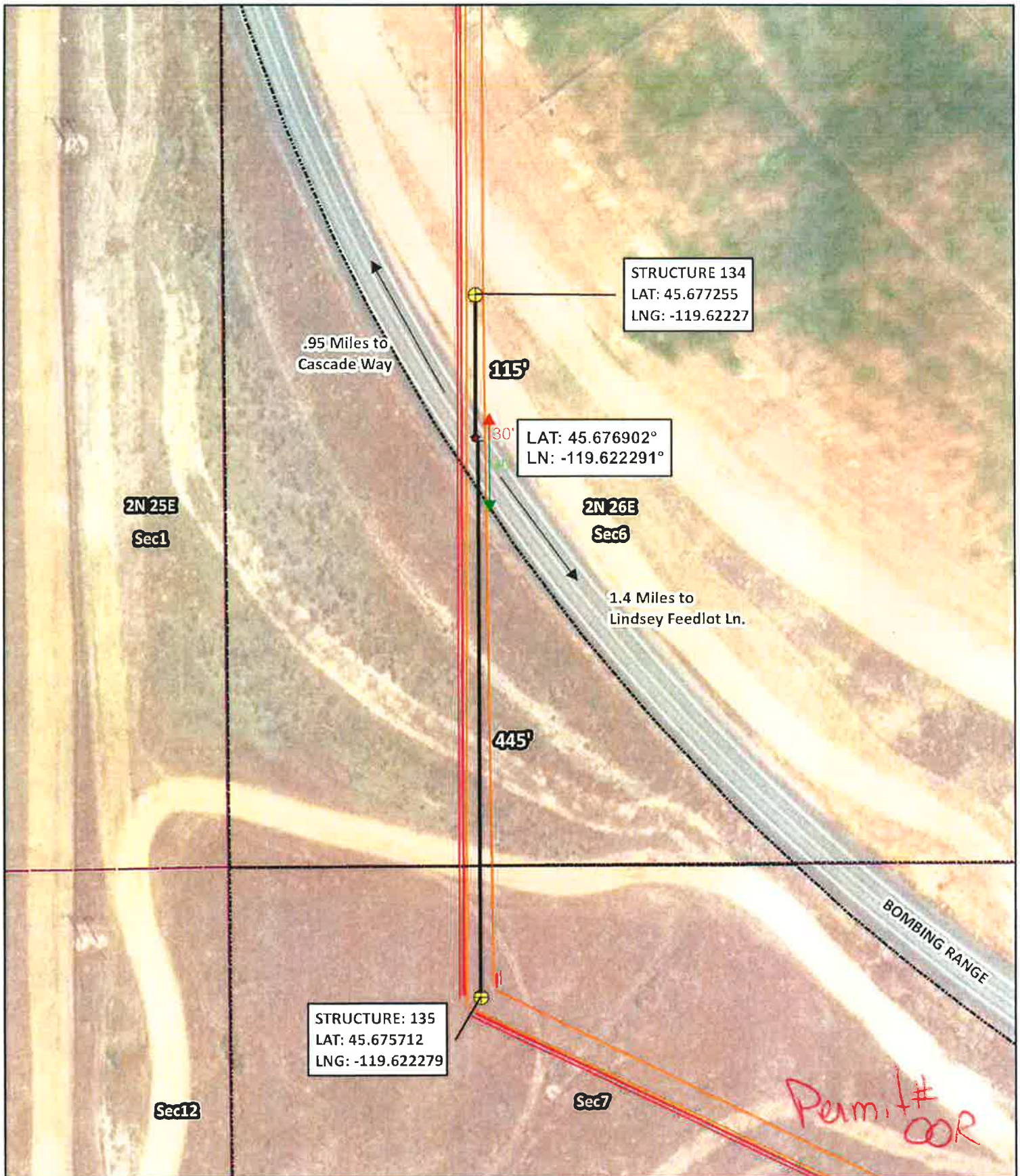
- Cancelled
- 100U3
- 200
- 305
- 601
- 602
- 1000
- 1106
- 1300
- 1400
- 1800
- 2100
- 2200



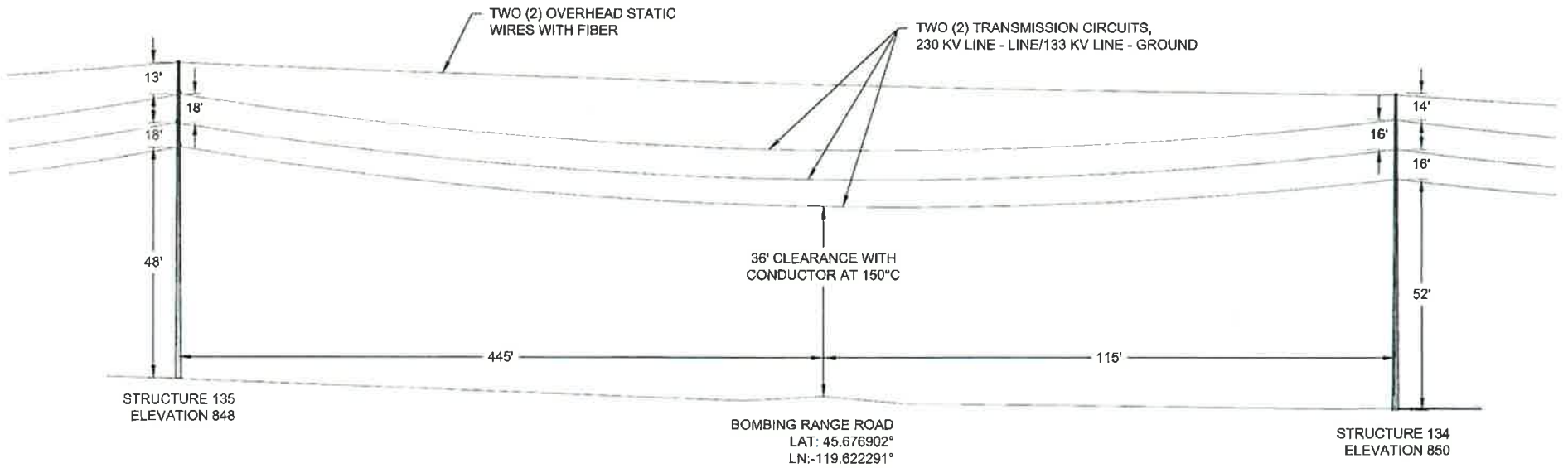
SEE MAP 1N 28E

Revised: RAA 05/23/2017

02N26E



	DATE	REVISION	#	<p>830 E Primrose, Suite 200 Springfield, MO 65807 Ph: 417-888-0645 Fax: 417-888-0657 tothassociates.com CERTIFICATE OF AUTHORITY: OR# not required</p> <p>© Toth and Associates Inc</p>	OWN BY:	PROJECT:	
	7/8/2019	SAMPLE	1		AF	WHEATRIDGE 230KV	
					RS	LOCATION:	BOARDMAN MORROW COUNTY, OREGON
					GB	CLIENT:	UMATILLA ELECTRIC COOPERATIVE HERMISTON, OREGON OREGON 14 UMATILLA
						DATE:	7/8/2019
				TITLE:	Bombing Range Rd. Crossing	SHT NO:	1 of 2



Permit # 00R

DATE	REVISION	#	PROJECT
06/22/18	ISSUED FOR REFERENCE	10	WHEATRIDGE
			UMATILLA ELECTRIC COOPERATIVE, HERMISTON, OREGON
			OREGON-14-UMATELJA

<p>440 S. PHOENIX, SUITE 200 HERMISTON, OR 97111 Ph: 541.882.0505 Fax: 541.882.0505 www.atoih.com</p>	<p>PROJECT: WHEATRIDGE</p> <p>DATE: 05/08/18</p> <p>EXHIBIT: BOMBING RANGE ROAD CROSSING</p>
---	--



AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 1 of 2)

(For BOC Use)
 Item #
50

Please complete for each agenda item submitted for consideration by the Board of Commissioners
(See notations at bottom of form)

Presenter at BOC: Linda Skendzel
 Department: Veterans Services
 Short Title of Agenda Item: Adjusted Revenue from Oregon Department of Veterans Affairs
No acronyms please

Phone Number (Ext): 541-922-6420
 Requested Agenda Date: 9/11/2019

This Item Involves: (Check all that apply for this meeting.)

<input type="checkbox"/> Order or Resolution <input type="checkbox"/> Ordinance/Public Hearing: <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Public Comment Anticipated: Estimated Time: <input type="checkbox"/> Document Recording Required <input type="checkbox"/> Contract/Agreement	<input type="checkbox"/> Appointments <input type="checkbox"/> Update on Project/Committee <input type="checkbox"/> Consent Agenda Eligible <input checked="" type="checkbox"/> Discussion & Action Estimated Time: 5 min. <input type="checkbox"/> Purchase Pre-Authorization <input checked="" type="checkbox"/> Other FY19/20 Additional Revenue
---	---

N/A Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: _____

Contractor/Entity Address: _____

Effective Dates – From: _____ Through: _____

Total Contract Amount: _____ Budget Line: _____

Does the contract amount exceed \$5,000? Yes No

Reviewed By:

Linda Skendzel	9/6/2019	Department Director	
<i>(Signature)</i>	<small>DATE</small>	Administrator	Required for all BOC meetings
		County Counsel	Required for all BOC meetings
<i>(Signature)</i>	<small>DATE</small>	Finance Office	*Required for all legal documents
		Human Resources	*Required for all contracts; other items as appropriate.
			*If appropriate

*Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

Note: All other entities must sign contracts/agreements before they are presented to the Board of Commissioners (originals preferred). Agendas are published each Friday afternoon, so requests must be received in the BOC Office by 1:00 p.m. on the Friday prior to the Board's Wednesday meeting. Once this form is completed, including County Counsel, Finance and HR review/sign-off (if appropriate), then submit it to the Board of Commissioners Office.

AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 2 of 2)

1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):

See attached letter from Oregon Department of Veterans Affairs & County Application for ODVA Funds

2. FISCAL IMPACT:

Increase in revenue to \$78,054.00 (current budgeted revenue \$77,121.00) Increase of \$933.

3. SUGGESTED ACTION(S)/MOTION(S):

Approve receipt of funds.

Commissioners signature on County Application for ODVA Funds.

Attach additional background documentation as needed.



Oregon

Kate Brown, Governor

Department of Veterans' Affairs

700 Summer St NE

Salem, OR 97301-1285

800-828-8801 | 503-373-2085

www.oregon.gov/odva

August 21, 2019

Jim Doherty
Chair, Morrow County Commissioners

Dear Chair Doherty:

The Oregon Department of Veterans' Affairs (ODVA) mission is to serve and honor veterans through our leadership, advocacy and strong partnerships. We recognize that we cannot carry out our mission without the direct efforts of the County Veteran Service Officers (CVSOs).

In 2017, the state significantly increased its pass-through funding based on the passage of Ballot Measure 96, with the goal of enhancing the local resources that counties already invest in their Veteran Service Offices to serve more veterans, and serve them better. During the upcoming year, we would like to obtain your feedback on lessons learned during the last two years in order to find ways of improving the pass-through funding process. I intend to host listening sessions across the state, and am also available to meet directly with you. We will be reaching out to schedule as many sessions as possible over the next several months.

Attached is this year's County Application for ODVA Funds. Please note that unspent Fiscal Year 2019 total budgeted funds (e.g. county, state, other) should be carried forward to your current budget.

Please complete and submit the following documents to ODVA at CVSO-NSOFunding@ODVA.state.or.us no later than September 6, 2019:

- Application, signed by the County Commissioner or County Judge.
- A copy of the approved budget for the County Veteran Services Office for fiscal year 2020 (July 1, 2019 - June 30, 2020), including any unspent funds carried forward from fiscal year 2019 (July 1, 2018 - June 30, 2019).
- If changes have been made to the prior fiscal year since submitting the FY 2018 fourth quarter report, provide actual revenue and expenditures. This only needs to be included if significant changes have occurred since you submitted the fourth quarter report.
- If the county contracts for the provision of veteran services, a signed copy of the contract (see section on contracting below).

Fund distributions are made quarterly, upon receipt of expenditure and activity reports submitted no later than the last business day of the month following the end of the quarter. All forms must be signed by an individual authorized by the county.

Serving Oregon Veterans Since 1945

County Contracting for Veteran Services. A county may contract for veteran services. The written contract must include specific deliverables that meet the criteria in ORS 406.450 and ORS 408.410. A county may only use state pass-through funding for a purpose listed in statute. Any such contract must be sent to ODVA within 30 days of its execution.

For assistance with this process, please contact Sue Farkash, Statewide Veteran Services at (503) 373-2090 or at farkas@odva.state.or.us.

We thank you for the services you provide to Oregon's veterans and their families, and we look forward to our continued partnership. Please do not hesitate to let me and our team know, how we can continue to improve our service to veterans.

Sincerely,

Kelly Fitzpatrick

Kelly Fitzpatrick
Director

Enclosures:

County Application for ODVA Funds FY 2020



This is a fillable form. Save the form to your computer, complete the form, print, sign, scan and send electronically.

A county must complete and submit this form along with the required documents listed below to the Oregon Department of Veterans' Affairs **no later than September 6, 2019** in order to receive state funds for the county's veteran services office. Please submit the documents to: CVSO-NSOFunding@ODVA.state.or.us.

SUBMIT TO: CVSO-NSOFunding@ODVA.state.or.us

TIME PERIOD

July 1, 2019 to June 30, 2020

COUNTY

Morrow County

CONTACT INFORMATION

Oregon Department of Veterans' Affairs Statewide Veteran Services
700 Summer St NE Salem, OR 97301-1285
For questions, please call: (503) 373-2090

Budgeted Revenue for July 1, 2019 to June 30, 2020

ITEM	AMOUNT
County Funds	\$
Carry forward of unspent budgeted funds from previous fiscal year (if applicable)	\$ N/A
ODVA Funds for 2019-20	\$ 78,054
Other Funds (Identify source)	\$
TOTAL REVENUE	\$

Budgeted Expenditures for July 1, 2019 to June 30, 2020

TOTAL BUDGETED EXPENDITURES \$

(NOTE: Budgeted expenditures should match budgeted revenue)

Required Documents

- A copy of the approved budget for county veterans services office for the fiscal year 2020.
- A copy of the actual revenue and expenditures for the prior fiscal year, **if changed since submission with fourth quarter report.**
- *A description of the planned use of the carry-forward funds from FY 2019, if applicable.*
- If the county contracts for the provision of veteran services, attach a signed copy of the contract.

CERTIFICATION

By my signature below, I hereby certify the following: the county is applying for funds for the county veterans' service office from the Oregon Department of Veterans' Affairs; the county will use these funds only as provided in ORS 406.310 and ORS 406.450 – 406.460; the county will comply with the Oregon Administrative Rules in Chapter 274, Division 030 that govern these funds; and the county will submit quarterly reports of activities and expenditures to the Oregon Department of Veterans' Affairs no later than the 30th day of the month following the end of each quarter.

Printed Name of County Commissioner/Judge

Signature of County Commissioner/Judge

Date Signed

Title of Signer

Email Address

Telephone Number

ODVA APPROVED FOR FUNDING

Authorized Signature

Date



AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 1 of 2)

(For BOC Use)
Item #
5d

Please complete for each agenda item submitted for consideration by the Board of Commissioners
(See notations at bottom of form)

Presenter at BOC: Kate Knop
Department: Finance
Short Title of Agenda Item:
(No acronyms please)

Phone Number (Ext): (541) 676-5615 x5302
Requested Agenda Date: 09/11/2019

Oregon Health Authority, Intergovernmental Agreement, # 159175-0

This Item Involves: (Check all that apply for this meeting.)
Order or Resolution
Ordinance/Public Hearing:
1st Reading 2nd Reading
Public Comment Anticipated:
Estimated Time:
Document Recording Required
Contract/Agreement
Appointments
Update on Project/Committee
Consent Agenda Eligible
Discussion & Action
Estimated Time: 20 Minutes
Purchase Pre-Authorization
Other

N/A
Purchase Pre-Authorizations, Contracts & Agreements
Contractor/Entity: Oregon Health Authority
Contractor/Entity Address: Salem, OR
Effective Dates - From: 07/01/2019 Through: 12/31/2020
Total Contract Amount: \$1,542,803.84 Budget Line: 101-199-3-30-3625
Does the contract amount exceed \$5,000? Yes No

Reviewed By:
[Signature] 9/9/19 DATE Department Director Required for all BOC meetings
[Signature] 9/9/19 DATE Administrator Required for all BOC meetings
____ DATE County Counsel *Required for all legal documents
____ DATE Finance Office *Required for all contracts; other items as appropriate.
____ DATE Human Resources *If appropriate

*Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

Note: All other entities must sign contracts/agreements before they are presented to the Board of Commissioners (originals preferred). Agendas are published each Friday afternoon, so requests must be received in the BOC Office by 1:00 p.m. on the Friday prior to the Board's Wednesday meeting. Once this form is completed, including County Counsel, Finance and HR review/sign-off (if appropriate), then submit it to the Board of Commissioners Office.

AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 2 of 2)

1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):

This is the main Intergovernmental Agreement (IGA) from the Oregon Health Authority (OHA) for the financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services, and while described as the 2019 - 2021 IGA, this is effective from July 1, 2019 through December 31, 2020.

Morrow County under ORS 430.610(4) is authorized to receive assistance to establish and finance Community Mental Health, Addiction Treatment, Recovery, & Prevention Services and Problem Gambling Programs. Not all Services may be covered in whole or in part with financial assistance pursuant to the "Financial Assistance Award," of this Agreement.

The County currently contracts the services and provider requirements with Community Counseling Solutions (CCS). This contract was temporarily extended by 90 days from June 30, 2019. If the County continues to contract these services with CCS, the funds received under this agreement would be forwarded to CCS. The County will also need to sign a separate, new contract with CCS for that organization to continue to act as our service provider.

2. FISCAL IMPACT:

N/A

3. SUGGESTED ACTION(S)/MOTION(S):

Recommend: a revised Provider contract with Community Counseling Solutions that meets the 2019-2021 "Required Provider Contract Provisions" as defined in the OHA IGA #159175-0.

Attach additional background documentation as needed.



P.O. Box 867 • Heppner OR 97836
(541) 676-5615

Finance Department

Kate Knop, Finance Director
kknop@co.morrow.or.us

MEMORANDUM

TO: Board of Commissioners
FROM: Kate Knop, Finance Director
DATE: September 11, 2019
RE: Oregon Health Authority IGA #159175-0

Historically, Morrow County referred to as “County” and the State of Oregon, Oregon Health Authority (“OHA”) under ORS 430.610(4) (Exhibit 1) has been authorized to receive assistance to establish and finance Community Mental Health, Addiction Treatment, Recovery, & Prevention Services and Problem Gambling program.

The discussion today will include the County’s contractual responsibility for administrating, financing, reporting and monitoring the programs outlined in OHA IGA #159175-0 for the 2019-2021.

To assist in the discussion and overview of the 2019-2021 IGA, the following “Definitions” are extracted from Exhibit A (Exhibit 2):

7. “Community Mental Health Program: or “CMHP” means an entity that is responsible for planning the delivery of services for Individuals with mental or emotional disturbances, drug abuse, alcohol abuse or gambling additional problems in a specific geographic area of the state under an agreement with OHA or a Local Mental Health Authority.
10. “County Financial Assistance Administrator” means a County appointed officer to administer this Agreement and amend the Financial Assistance Award on behalf of the County, by execution and delivery of amendments to this Agreement in the name of County, in hard copy or electronically.
18. “Local Mental Health Authority” or “LMHA” means one of the following entities:
 - a. The board of county commissioners of one or more counties that establishes or operates a Community Mental Health Program;
 - b. The tribal council, in the case of a federally recognized tribe of Native Americans, that elects to enter into an agreement to provide mental health services; or
 - c. A regional local mental health authority comprised of two or more board of county commissioners.

27. "Provider" has the meaning set forth in section 5 of Exhibit E, "General Terms and Conditions." As used in a Service Description and elsewhere in this Agreement where the context requires Provider also include County if County provides the Service directly.

28. "Provider Contract" has the meaning set for in Exhibit E, "General Terms and Conditions," section 5.29.

30. "Service(s) or "Service Element(s)" means any one service or groups of related services which are described in the IGA in which costs are covered in whole or in part with financial assistance.

ADMINISTRATION

The County must administer the community mental health program as defined by the Health Systems Division: Behavioral Health Services as outlined in Chapter 309-014-0000 (Exhibit 3).

309-014-0010: Purpose of a Community Mental Health Program

- The purpose of "Community Mental Health Program" (CMHP) is to provide a system of appropriate, accessible, coordinated, effective, efficient safety net services to meet the mental health needs of the citizens of the community.

Morrow County sub-contracts to a "Provider" (historically, Community Counseling Solutions or "CCS") for the community mental health programs.

309-014-0025: Management of Community Mental Health Program Areas

- Each "Community Mental Health Program" (CMHP) contractor providing a community mental health program are under a contract with the Division is required to meet standards for management.

FINANCING

Morrow County receives financing for the community mental health, addiction treatment, recover, & prevention, and problem gambling services in the amount of \$1,542,803.84 for the biennial contract beginning July 1, 2019 through December 31, 2020. The appropriation for fiscal year 2019-2020 is \$1,026,394.21 and 2020-2021 is \$516,409.63 (Exhibit 4: service element(s) financial assistance. Some service elements do *not* receive financial assistance.)

OHA has also identified the method by which disbursements of funds are made. The letter "A" in the "Part IV" column indicates the funds will be awarded to the County in substantially equal monthly allotments.

The monthly allotments received by the County are currently passed-thru to the contracted Provider.

REPORTING & MONITORING

The County and Provider(s) are subject to “Performance Requirements”, “Reporting Requirements”, and “Special Reporting Requirements” as defined in each Service description.

Enclosed is a summary of each Service Element(s) Reporting and Monitoring Requirements per the IGA #159175-0 (Exhibit 5). Some of the Service Element(s) do not receive any financial assistance but still require compliance.

The County reporting requirements vary from 10 - 21 days, monthly, quarterly, and annually based of the Service description. The County is also subject to the monitoring and review of performance requirements and quality measures of various Service Elements, and Certification compliance.

In addition, the County receives Federal funding through OHA for “Substance Abuse Prevention & Treatment Block Grant, \$156,004; and “Block Grants for Community Mental Health Services”, \$126,819.84 which may require Single Audit reporting.

CONCLUSION

The 2019-21 Intergovernmental Agreement for the Financing of Community Mental Health Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services is between the “State of Oregon” acting by and through its Oregon Health Authority and “Morrow County”.

The OHA IGA #159175-0 includes 40 individual Service Element(s) which include both “Alcohol & Drug” (A&D) and “Mental Health Service” (MHS) programs. The County will receive financial support for 17 of 40 Service Element(s).

The County’s role in administering, reporting and monitoring the Service Elements is defined in the Agreement and summarized in Exhibit 5 & 6. The County currently contracts the services and provider requirements with Community Counseling Solutions (CCS). The contract was temporarily extended by 90 days from June 30, 2019 to allow time to review the OHA IGA 2019-2021 “Required Provider Contract Provisions” (Exhibit 7). It is recommended, the Provider contract be revised to reflect the current requirement provisions.

Enclosures:

- Exhibit 1: “2017 ORS 430.630 Services to be provided by community mental health programs”
- Exhibit 2: “Exhibit A - Definitions”
- Exhibit3: “Health Systems Division: Behavioral Health Services Chapter 309-014- 0000”
- Exhibit 4: “Morrow County List of Service Element(s) Financial Support
- Exhibit 5: “Morrow County List of Service Element(s) Reporting and Monitoring Requirements”
- Exhibit 6: “Exhibit E - General Terms and Conditions”
- Exhibit 7: “Exhibit H - Required Provider Contract Provisions”

2017 ORS 430.630¹

Services to be provided by community mental health programs

- **local mental health authorities**
 - **local mental health services plan**
- (1) In addition to any other requirements that may be established by rule by the Oregon Health Authority, each community mental health program, subject to the availability of funds, shall provide the following basic services to persons with alcoholism or drug dependence, and persons who are alcohol or drug abusers:
- (a) Outpatient services;
 - (b) Aftercare for persons released from hospitals;
 - (c) Training, case and program consultation and education for community agencies, related professions and the public;
 - (d) Guidance and assistance to other human service agencies for joint development of prevention programs and activities to reduce factors causing alcohol abuse, alcoholism, drug abuse and drug dependence; **and**
 - (e) Age-appropriate treatment options for older adults.
- (2) As alternatives to state hospitalization, it is the responsibility of the community mental health program to ensure that, subject to the availability of funds, the following services for persons with alcoholism or drug dependence, and persons who are alcohol or drug abusers, are available when needed and approved by the Oregon Health Authority:
- (a) Emergency services on a 24-hour basis, such as telephone consultation, crisis intervention and prehospital screening examination;
 - (b) Care and treatment for a portion of the day or night, which may include day treatment centers, work activity centers and after-school programs;
 - (c) Residential care and treatment in facilities such as halfway houses, detoxification centers and other community living facilities;
 - (d) Continuity of care, such as that provided by service coordinators, community case development specialists and core staff of federally assisted community mental health centers;

- (e) Inpatient treatment in community hospitals; **and**
 - (f) Other alternative services to state hospitalization as defined by the Oregon Health Authority.
- (3) In addition to any other requirements that may be established by rule of the Oregon Health Authority, each community mental health program, subject to the availability of funds, shall provide or ensure the provision of the following services to persons with mental or emotional disturbances:
- (a) Screening and evaluation to determine the client's service needs;
 - (b) Crisis stabilization to meet the needs of persons with acute mental or emotional disturbances, including the costs of investigations and prehearing detention in community hospitals or other facilities approved by the authority for persons involved in involuntary commitment procedures;
 - (c) Vocational and social services that are appropriate for the client's age, designed to improve the client's vocational, social, educational and recreational functioning;
 - (d) Continuity of care to link the client to housing and appropriate and available health and social service needs;
 - (e) Psychiatric care in state and community hospitals, subject to the provisions of subsection (4) of this section;
 - (f) Residential services;
 - (g) Medication monitoring;
 - (h) Individual, family and group counseling and therapy;
 - (i) Public education and information;
 - (j) Prevention of mental or emotional disturbances and promotion of mental health;
 - (k) Consultation with other community agencies;
 - (L) Preventive mental health services for children and adolescents, including primary prevention efforts, early identification and early intervention services. Preventive services should be patterned after service models that have demonstrated effectiveness in reducing the incidence of emotional, behavioral and cognitive disorders in children. As used in this paragraph:
 - (A) "Early identification" means detecting emotional disturbance in its initial developmental stage;
 - (B) "Early intervention services" for children at risk of later development of emotional disturbances means programs and activities for children and their families that

promote conditions, opportunities and experiences that encourage and develop emotional stability, self-sufficiency and increased personal competence; **and**

(C) "Primary prevention efforts" means efforts that prevent emotional problems from occurring by addressing issues early so that disturbances do not have an opportunity to develop; **and**

(m) Preventive mental health services for older adults, including primary prevention efforts, early identification and early intervention services. Preventive services should be patterned after service models that have demonstrated effectiveness in reducing the incidence of emotional and behavioral disorders and suicide attempts in older adults. As used in this paragraph:

(A) "Early identification" means detecting emotional disturbance in its initial developmental stage;

(B) "Early intervention services" for older adults at risk of development of emotional disturbances means programs and activities for older adults and their families that promote conditions, opportunities and experiences that encourage and maintain emotional stability, self-sufficiency and increased personal competence and that deter suicide; **and**

(C) "Primary prevention efforts" means efforts that prevent emotional problems from occurring by addressing issues early so that disturbances do not have an opportunity to develop.

(4) A community mental health program shall assume responsibility for psychiatric care in state and community hospitals, as provided in subsection (3)(e) of this section, in the following circumstances:

(a) The person receiving care is a resident of the county served by the program. For purposes of this paragraph, "resident" means the resident of a county in which the person maintains a current mailing address or, if the person does not maintain a current mailing address within the state, the county in which the person is found, or the county in which a court-committed person with a mental illness has been conditionally released.

(b) The person has been hospitalized involuntarily or voluntarily, pursuant to ORS 426.130 (Court determination of mental illness) or 426.220 (Voluntary admission), except for persons confined to the Secure Child and Adolescent Treatment Unit at Oregon State Hospital, or has been hospitalized as the result of a revocation of conditional release.

(c) Payment is made for the first 60 consecutive days of hospitalization.

(d) The hospital has collected all available patient payments and third-party reimbursements.

(e) In the case of a community hospital, the authority has approved the hospital for the care of persons with mental or emotional disturbances, the community mental health program has a contract with the hospital for the psychiatric care of residents and a representative

ORS 430.630 - Services to be provided by community mental health programs - 2017 Oregon Revised Statutes
of the program approves voluntary or involuntary admissions to the hospital prior to admission.

- (5) Subject to the review and approval of the Oregon Health Authority, a community mental health program may initiate additional services after the services defined in this section are provided.
- (6) Each community mental health program and the state hospital serving the program's geographic area shall enter into a written agreement concerning the policies and procedures to be followed by the program and the hospital when a patient is admitted to, and discharged from, the hospital and during the period of hospitalization.
- (7) Each community mental health program shall have a mental health advisory committee, appointed by the board of county commissioners or the county court or, if two or more counties have combined to provide mental health services, the boards or courts of the participating counties or, in the case of a Native American reservation, the tribal council.
- (8) A community mental health program may request and the authority may grant a waiver regarding provision of one or more of the services described in subsection (3) of this section upon a showing by the county and a determination by the authority that persons with mental or emotional disturbances in that county would be better served and unnecessary institutionalization avoided.
- (9) (a) As used in this subsection, "local mental health authority" means one of the following entities:
 - (A) The board of county commissioners of one or more counties that establishes or operates a community mental health program;
 - (B) The tribal council, in the case of a federally recognized tribe of Native Americans that elects to enter into an agreement to provide mental health services; or
 - (C) A regional local mental health authority comprising two or more boards of county commissioners.
- (b) Each local mental health authority that provides mental health services shall determine the need for local mental health services and adopt a comprehensive local plan for the delivery of mental health services for children, families, adults and older adults that describes the methods by which the local mental health authority shall provide those services. The purpose of the local plan is to create a blueprint to provide mental health services that are directed by and responsive to the mental health needs of individuals in the community served by the local plan. A local mental health authority shall coordinate its local planning with the development of the community health improvement plan under ORS 414.627 (Community advisory councils) by the coordinated care organization serving the area. The Oregon Health Authority may require a local mental health authority to review and revise the local plan periodically.

- (c) The local plan shall identify ways to:
- (A) Coordinate and ensure accountability for all levels of care described in paragraph (e) of this subsection;
 - (B) Maximize resources for consumers and minimize administrative expenses;
 - (C) Provide supported employment and other vocational opportunities for consumers;
 - (D) Determine the most appropriate service provider among a range of qualified providers;
 - (E) Ensure that appropriate mental health referrals are made;
 - (F) Address local housing needs for persons with mental health disorders;
 - (G) Develop a process for discharge from state and local psychiatric hospitals and transition planning between levels of care or components of the system of care;
 - (H) Provide peer support services, including but not limited to drop-in centers and paid peer support;
 - (I) Provide transportation supports; **and**
 - (J) Coordinate services among the criminal and juvenile justice systems, adult and juvenile corrections systems and local mental health programs to ensure that persons with mental illness who come into contact with the justice and corrections systems receive needed care and to ensure continuity of services for adults and juveniles leaving the corrections system.
- (d) When developing a local plan, a local mental health authority shall:
- (A) Coordinate with the budgetary cycles of state and local governments that provide the local mental health authority with funding for mental health services;
 - (B) Involve consumers, advocates, families, service providers, schools and other interested parties in the planning process;
 - (C) Coordinate with the local public safety coordinating council to address the services described in paragraph (c)(J) of this subsection;
 - (D) Conduct a population based needs assessment to determine the types of services needed locally;
 - (E) Determine the ethnic, age-specific, cultural and diversity needs of the population served by the local plan;
 - (F) Describe the anticipated outcomes of services and the actions to be achieved in the local plan;
 - (G) Ensure that the local plan coordinates planning, funding and services with:

- (i) The educational needs of children, adults and older adults;
- (ii) Providers of social supports, including but not limited to housing, employment, transportation and education; **and**
- (iii) Providers of physical health and medical services;
 - (H) Describe how funds, other than state resources, may be used to support and implement the local plan;
 - (I) Demonstrate ways to integrate local services and administrative functions in order to support integrated service delivery in the local plan; **and**
 - (J) Involve the local mental health advisory committees described in subsection (7) of this section.
- (e) The local plan must describe how the local mental health authority will ensure the delivery of and be accountable for clinically appropriate services in a continuum of care based on consumer needs. The local plan shall include, but not be limited to, services providing the following levels of care:
 - (A) Twenty-four-hour crisis services;
 - (B) Secure and nonsecure extended psychiatric care;
 - (C) Secure and nonsecure acute psychiatric care;
 - (D) Twenty-four-hour supervised structured treatment;
 - (E) Psychiatric day treatment;
 - (F) Treatments that maximize client independence;
 - (G) Family and peer support and self-help services;
 - (H) Support services;
 - (I) Prevention and early intervention services;
 - (J) Transition assistance between levels of care;
 - (K) Dual diagnosis services;
 - (L) Access to placement in state-funded psychiatric hospital beds;
 - (M) Precommitment and civil commitment in accordance with ORS chapter 426; **and**
 - (N) Outreach to older adults at locations appropriate for making contact with older adults, including senior centers, long term care facilities and personal residences.
- (f) In developing the part of the local plan referred to in paragraph (c)(J) of this subsection, the local mental health authority shall collaborate with the local public safety coordinating council to address the following:

- (A) Training for all law enforcement officers on ways to recognize and interact with persons with mental illness, for the purpose of diverting them from the criminal and juvenile justice systems;
 - (B) Developing voluntary locked facilities for crisis treatment and follow-up as an alternative to custodial arrests;
 - (C) Developing a plan for sharing a daily jail and juvenile detention center custody roster and the identity of persons of concern and offering mental health services to those in custody;
 - (D) Developing a voluntary diversion program to provide an alternative for persons with mental illness in the criminal and juvenile justice systems; **and**
 - (E) Developing mental health services, including housing, for persons with mental illness prior to and upon release from custody.
- (g) Services described in the local plan shall:
- (A) Address the vision, values and guiding principles described in the Report to the Governor from the Mental Health Alignment Workgroup, January 2001;
 - (B) Be provided to children, older adults and families as close to their homes as possible;
 - (C) Be culturally appropriate and competent;
 - (D) Be, for children, older adults and adults with mental health needs, from providers appropriate to deliver those services;
 - (E) Be delivered in an integrated service delivery system with integrated service sites or processes, and with the use of integrated service teams;
 - (F) Ensure consumer choice among a range of qualified providers in the community;
 - (G) Be distributed geographically;
 - (H) Involve consumers, families, clinicians, children and schools in treatment as appropriate;
 - (I) Maximize early identification and early intervention;
 - (J) Ensure appropriate transition planning between providers and service delivery systems, with an emphasis on transition between children and adult mental health services;
 - (K) Be based on the ability of a client to pay;
 - (L) Be delivered collaboratively;
 - (M) Use age-appropriate, research-based quality indicators;
 - (N) Use best-practice innovations; **and**

- (O) Be delivered using a community-based, multisystem approach.
- (h) A local mental health authority shall submit to the Oregon Health Authority a copy of the local plan and revisions adopted under paragraph (b) of this subsection at time intervals established by the Oregon Health Authority. [1961 c.706 §40; 1973 c.639 §3; 1981 c.750 §3; 1985 c.740 §17; 1987 c.903 §37; 1991 c.777 §2; 1995 c.79 §219; 2001 c.899 §1; 2003 c.553 §5; 2003 c.782 §1; 2005 c.22 §297; 2005 c.691 §2; 2007 c.70 §230; 2009 c.595 §508; 2009 c.856 §§14,23; 2011 c.720 §§171,172; 2012 c.37 §101; 2013 c.640 §§3,4]

¹ Legislative Counsel Committee, *CHAPTER 430—Mental Health; Developmental Disabilities; Substance Abuse Treatment Programs*, https://www.oregonlegislature.gov/bills_laws/ors/ors430.-html (2017) (last accessed Mar. 30, 2018).

**2019-2021 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT,
RECOVERY, & PREVENTION, AND PROBLEM GAMBLING SERVICES**

**EXHIBIT A
DEFINITIONS**

As used in this Agreement, the following words and phrases shall have the indicated meanings. Certain additional words and phrases are defined in the Service Descriptions, Specialized Service Requirements and Special Conditions in the Financial Assistance Award. When a word or phrase is defined in a particular Service Description, Specialized Service Requirement or Special Condition in the Financial Assistance Award, the word or phrase shall not have the ascribed meaning in any part of the Agreement other than the particular Service Description, Specialized Service Requirement or Special Condition in which it is defined.

1. **“Addiction Treatment, Recovery, & Prevention Services”** means treatment Services for Individuals diagnosed with disorders related to the taking of a drug of abuse including alcohol, to the side effects of a medication, and to a toxin exposure. The disorders include substance use disorders such as substance dependence and substance abuse, and substance-induced disorders, including substance intoxication, withdrawal, delirium, and dementia, as well as substance induced psychotic disorder, mood disorder, etc., as defined in DSM criteria.
2. **“Aging and People with Disabilities” or “APD”** means a division within the Department of Human Services that is responsible for management, financing and regulation services for aging adults and people with disabilities.
3. **“Agreement Settlement”** means OHA’s reconciliation, after termination or expiration of this Agreement, of amounts OHA actually disbursed to County with amounts that OHA is obligated to pay to County under this Agreement from the Financial Assistance Award, as determined in accordance with the financial assistance calculation methodologies set forth in the Service Descriptions. OHA reconciles disbursements and payments on an individual Service basis as set forth in the Service Descriptions and in accordance with Exhibit E, Section 1., “Disbursement and Recovery of Financial Assistance.”
4. **“Allowable Costs”** means the costs described in 2 CFR Part 200 or 45 CFR Part 75, as applicable, except to the extent such costs are limited or excluded by other provisions of this Agreement, whether in the applicable Service Descriptions, Specialized Service Requirements, Special Conditions identified in the Financial Assistance Award, or otherwise.
5. **“Behavioral Health”** refers to mental/emotional wellbeing and/or actions that affect wellness. Behavioral health problems include substance abuse and misuse, Problem Gambling, and Mental Health disorders as well as serious psychological distress and suicide.
6. **“Client” or “Individual”** means, with respect to a particular Service, any person who is receiving that Service, in whole or in part, with funds provided under this Agreement.
7. **“Community Mental Health Program” or “CMHP”** means an entity that is responsible for planning the delivery of Services for Individuals with mental or emotional disturbances, drug abuse, alcohol abuse or gambling addiction problems in a specific geographic area of the state under an agreement with OHA or a Local Mental Health Authority.

8. **Community Mental Health** means programs and Services, delivered in the community, for Individuals diagnosed with Serious and Persistent Mental Illness (SPMI) or other mental or emotional disturbances..
9. **“Coordinated Care Organizations” or “CCO”** means a corporation, governmental agency, public corporation, or other legal entity that is certified as meeting the criteria adopted by the Oregon Health Authority under ORS 414.625 to be accountable for care management and to provide integrated and coordinated health care for each of the organization’s members.
10. **“County Financial Assistance Administrator”** means a County appointed officer to administer this Agreement and amend the Financial Assistance Award on behalf of County, by execution and delivery of amendments to this Agreement in the name of County, in hard copy or electronically.
11. **“DHS”** means the Department of Human Services of the State of Oregon.
12. **“Federal Funds”** means all funds paid to County under this Agreement that OHA receives from an agency, instrumentality or program of the federal government of the United States.
13. **“Financial Assistance Award” or “FAA”** means the description of financial assistance set forth in Exhibit C, “Financial Assistance Award,” attached hereto and incorporated herein by this reference; as such Financial Assistance Award may be amended from time to time. Disbursement of funds identified in the FAA is made by OHA using procedures described in Exhibit B-1, “Service Descriptions,” and Exhibit B-2, “Specialized Service Requirements,” for each respective Service.
14. **“Gambling Disorder”** means persistent and recurrent problematic gambling behavior leading to clinically significant impairment or distress.
15. **“Health Services Division” or “HSD”** means for the purpose of this Agreement, the division of OHA that is responsible for Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services.
16. **“Individual” or “client”** means, with respect to a particular Service, any person who is receiving that Service, in whole or in part, with funds provided under this Agreement.
17. **“Interim Services”** as described in 45 CFR §96.121, means:
 - a. Services provided, until an Individual is admitted to substance abuse treatment program, for reducing the adverse health effects of such abuse, promoting the health of the Individual, and reducing the risk of transmission of disease. At a minimum Services include counseling and education about HIV and tuberculosis, the risks of needle sharing, the risks of transmission of disease to sexual partners and infants, and steps that can be taken to ensure that HIV and tuberculosis transmission does not occur;
 - b. Referral for HIV or TB treatment Services, where necessary; and
 - c. Referral for prenatal care, if appropriate, until the Individual is admitted to a Provider’s Services.
 - d. If County treats recent intravenous drug users (those who have injected drugs within the past year) in more than one-third of its capacity, County shall carry out outreach activities to encourage individual intravenous drug users in need of such treatment to undergo treatment and shall document such activities.
18. **“Local Mental Health Authority” or “LMHA”** means one of the following entities:
 - a. The board of county commissioners of one or more counties that establishes or operates a Community Mental Health Program;

- b. The tribal council, in the case of a federally recognized tribe of Native Americans, that elects to enter into an agreement to provide mental health services; or
 - c. A regional local mental health authority comprised of two or more boards of county commissioners.
19. **“Local Plan” or “Plan”** means a plan adopted by the Local Mental Health Authority directed by and responsive to the Behavioral Health needs of the community consistent with the requirements identified in ORS 430.630.
20. **“Medicaid”** means federal funds received by OHA under Title XIX of the Social Security Act and Children’s Health Insurance Program (CHIP) funds administered jointly with Title XIX funds as part of state medical assistance programs by OHA.
21. **“Misexpenditure”** means funds, other than an Overexpenditure, disbursed to County by OHA under this Agreement and expended by County that is:
- a. Identified by the federal government as expended contrary to applicable statutes, rules, OMB Circulars or 45 CFR Part 75, as applicable, or any other authority that governs the permissible expenditure of such funds, for which the federal government has requested reimbursement by the State of Oregon, whether in the form of a federal determination of improper use of federal funds, a federal notice of disallowance, or otherwise; or
 - b. Identified by the State of Oregon or OHA as expended in a manner other than that permitted by this Agreement, including without limitation any funds expended by County contrary to applicable statutes, rules, OMB Circulars or 45 CFR Part 75, as applicable, or any other authority that governs the permissible expenditure of such funds; or
 - c. Identified by the State of Oregon or OHA as expended on the delivery of a Service that did not meet the standards and requirements of this Agreement with respect to that Service.
22. **“Measures and Outcomes Tracking System” or “MOTS”** means the OHA data system that stores data submitted by OHA contractors and subcontractors.
23. **“Oregon Health Authority” or “OHA”** means the agency within the State of Oregon that is responsible for Problem Gambling, Addiction Treatment, Recovery, & Prevention Services, children and adult Community Mental Health Services, and maintaining custody of persons committed to the state, by courts, for care and treatment of mental illness.
24. **“Overexpenditure”** means funds disbursed to County by OHA under this Agreement and expended by County that is identified by the State of Oregon or OHA, through Agreement Settlement or any other disbursement reconciliation permitted or required under this Agreement, as in excess of the funds County is entitled to as determined in accordance with the financial assistance calculation methodologies set forth in the applicable Service Descriptions or in Exhibit D, “Special Terms and Conditions.”
25. **“Problem Gambling Services”** means prevention, treatment, maintenance and recovery Services for Individuals diagnosed with Gambling Disorder or are at risk of developing Gambling Disorder including or inclusive of any family and or significant other impacted by the problem gambler for access to treatment. For the purposes of this Agreement, Problem Gambling Services and Gambling Disorder will be used interchangeably.
26. **“Program Area”** means any one of the following: Community Mental Health Services, Addiction Treatment, Recovery, & Prevention Services, or Problem Gambling Services.

27. **“Provider”** has the meaning set forth in section 5 of Exhibit E, “General Terms and Conditions.” As used in a Service Description and elsewhere in this Agreement where the context requires, Provider also includes County if County provides the Service directly.
28. **“Provider Contract”** has the meaning set forth in Exhibit E, “General Terms and Conditions,” section 5.29. **“Serious and Persistent Mental Illness (SPMI)”** means the current DSM diagnostic criteria for at least one of the following conditions as a primary diagnosis for an adult age 18 or older:
- a. Schizophrenia and other psychotic disorders;
 - b. Major depressive disorder;
 - c. Bipolar disorder;
 - d. Anxiety disorders limited to Obsessive Compulsive Disorder (OCD) and Post Traumatic Stress Disorder (PTSD);
 - e. Schizotypal personality disorder; or
 - f. Borderline personality disorder.
30. **“Service(s)”** or **“Service Element(s)”** means any one of the following services or group of related services as described in Exhibit B-1, “Service Descriptions,” in which costs are covered in whole or in part with financial assistance pursuant to Exhibit C, “Financial Assistance Award,” of this Agreement. Only Services in which costs are covered in whole or in part with financial assistance pursuant to Exhibit C, “Financial Assistance Award,” as amended from time to time, are subject to this Agreement.

Service Name	Service Code
System Management and Coordination – Addiction Treatment, Recovery, & Prevention Services	A&D 03
Start-Up – Addiction Treatment, Recovery, & Prevention Services	A&D 60
Adult Addiction Treatment, Recovery, & Prevention Residential Treatment Services	A&D 61
Supported Capacity for Dependent Children Whose Parents are in Adult Addiction Treatment, Recovery, & Prevention Residential Treatment	A&D 62
Peer Delivered Services – Addiction Treatment, Recovery, & Prevention Services	A&D 63
Housing Assistance – Addiction Treatment, Recovery, & Prevention Services	A&D 64
Intoxicated Driver Program Fund (IDPF)	A&D 65
Community Behavioral and Addiction Treatment, Recovery, & Prevention Services	A&D 66
Addiction Treatment, Recovery, & Prevention Residential and Day Treatment Capacity	A&D 67
Youth Addiction, Recovery, & Prevention Residential Treatment Services	A&D 71
Problem Gambling Prevention Services	A&D 80
Problem Gambling Treatment Services	A&D 81
Problem Gambling Residential Services	A&D 82
Problem Gambling Respite Treatment Services	A&D 83

Service Name	Service Code
Problem Gambling, Client Finding Outreach Services	A&D 84
System Management and Coordination – Community Mental Health	MHS 01
Aid and Assist Client Services	MHS 04
Assertive Community Treatment Services	MHS 05
Crisis and Acute Transition Services (CATS)	MHS 08
Jail Diversion	MHS 09
Mental Health Promotion and Prevention Services	MHS 10
Rental Assistance Program Services	MHS 12
School-Based Mental Health Services	MHS 13
Young Adult Hub Programs (YAHP)	MHS 15
Non-Residential Community Mental Health Services For Adults	MHS 20
Non-Residential Community Mental Health Services For Child and Youth	MHS 22
Acute and Intermediate Psychiatric Inpatient Services	MHS 24
Community Mental Health Crisis Services For Adults and Children	MHS 25
Non-Residential Community Mental Health Services For Youth and Young Adults In Transition	MHS 26
Residential Community Mental Health Treatment Services for Youth and Young Adults In Transition	MHS 27
Residential Community Mental Health Treatment Services For Adults	MHS 28
Monitoring, Security, and Supervision Services for Individuals Under the Jurisdiction of the Adult and Juvenile Panels of the Psychiatric Security Review Board	MHS 30
Enhanced Care And Enhanced Care Outreach Services	MHS 31
Adult Foster Care Services	MHS 34
Older or Disabled Adult Community Mental Health Services	MHS 35
Pre-Admission Screening and Resident Review Services (PASARR)	MHS 36
Start-Up – Community Mental Health Services	MHS 37
Supported Employment Services	MHS 38
Projects For Assistance In Transition From Homelessness (PATH) Services	MHS 39

31. **“Service Description”** means the description of a Service or Service Element as set forth in Exhibit B-1, “Service Descriptions.”
32. **“Specialized Service Requirement”** means any one of the following specialized service requirements as described in Exhibit B-2, “Specialized Service Requirements,” in which costs are covered in whole or in part with financial assistance pursuant to Exhibit C, “Financial Assistance Award,” of this Agreement. Only Services in which costs are covered in whole or in part with financial assistance pursuant to Exhibit C, “Financial Assistance Award,” as amended from time to time, are subject to this Agreement.

<u>Specialized Service Requirement Name</u>	<u>Specialized Service Requirement Code</u>
Veterans Peer Delivered Services	MHS 16A
Early Assessment and Support Alliance (EASA)	MHS 26A
Secure Residential Treatment Facility	MHS 28A
Gero-Specialist	MHS 35A
APD Residential	MHS 35B

33. **“Trauma Informed Services”** means Services that are reflective of the consideration and evaluation of the role that trauma plays in the lives of people seeking Community Mental Health and Addiction Treatment, Recovery, & Prevention Services, including recognition of the traumatic effect of misdiagnosis and coercive treatment. Services are responsive to the vulnerabilities of trauma survivors and are delivered in a way that avoids inadvertent re-traumatization and facilitates individual direction of services.
34. **“Underexpenditure”** means funds disbursed by OHA under this Agreement that remain unexpended at Agreement termination or expiration, other than funds County is permitted to retain and expend in the future under Exhibit E, “General Terms and Conditions,” section 3.b.

Oregon Health Authority

Health Systems Division: Behavioral Health Services - Chapter 309

Division 14

COMMUNITY MENTAL HEALTH PROGRAMS

309-014-0000

Purpose and Statutory Authority

- (1) Purpose. These rules prescribe general administrative standards for Division community mental health programs.
- (2) Certificate Required: To receive a certificate for the provision of behavioral health treatment services a Community Mental Health Program must meet the criteria under OAR 309-008-0100 to 309-008-1600; in addition, the Opioid Treatment Program must:
- (3) Renewal: The renewal of a Certificate shall be governed by OAR 309-008-0100 to 309-008-1600.
- (4) Denial, Revocation, Nonrenewal, Suspension: The denial, revocation, nonrenewal, or suspension of a letter of approval or license for an opioid treatment program may be based on any of the grounds set forth in OAR 309-008-1100.

Statutory/Other Authority: ORS 413.042 & 430.640

Statutes/Other Implemented: ORS 430.610 – 430.695

History:

MHS 23-2016, f. & cert. ef. 12-1-16

MHD 39, f. 5-20-76, ef. 6-11-76; MHD 14-1982, f. & ef. 7-7-82, Sections (3) thru (13) Renumbered to 309-014-0005 thru 309-014-0040; MHD 13-2000, f. 9-15-00, cert. ef. 9-16-00

309-014-0005

Definitions

As used in these rules:

- (1) "Certificate" means the document or documents issued by the Division, which identifies and declares certification of a provider pursuant to OAR 309-008-0100 to 309-008-1600. A letter accompanying issuance of the certificate will detail the scope and approved service delivery locations of the certificate.
- (2) "Chief Officer" means the Chief Health Systems Officer of the Oregon Health Authority, or his or her designee.
- (3) "CMHP" means "Community Mental Health Program": an entity that is responsible for planning and delivery of safety net services for persons with mental or emotional disturbances, drug abuse problems, and alcoholism and alcohol abuse in a specific geographic area of the state under a contract with the Division or a local mental health authority.
- (4) "CMHP Program Area" means the organization of all services for persons with either mental or emotional disturbances, drug abuse problems, or alcoholism and alcohol abuse problems, operated by, a local mental health authority, operated in a specific geographic area of the state under a contract with the Division.
- (5) "CMHP Director" means the director of a CMHP who operates or contracts for all services for persons with mental or emotional disturbances, drug abuse problems, and alcoholism and alcohol abuse problems under the omnibus contract with the Division.
- (6) "Community Mental Health Advisory Committee" means the advisory committee to a local mental health authority.
- (7) "Division" means the Health Systems Division of the Oregon Health Authority.

(8) "Individual" means a person receiving services under these rules. (9) "Local Mental Health Authority" means the county court or board of county commissioners of one or more counties who operate a community mental health program, or in the case of a Native American reservation, the tribal council, or if the county declines to operate or contract for all or part of a community mental health program, the board of directors of a public or private corporation.

(9) "Local Revenues" means all money, other than state or federal grant or contract funds, expended by a local mental health authority and any of its subcontractors for community mental health services and included in the approved community mental health contractor plan and budget. However, federal funds expended for alcoholism treatment and rehabilitation services provided under ORS 430.345 to 430.380 in accordance with ORS 430.359(3) by community mental health contractors shall be considered local revenues.

(10) "Omnibus Contract" means the Financial Assistance Grant Agreement or contract between the Health Systems Division and a local mental health authority for all services for persons with mental or emotional disturbances, drug abuse problems, and alcoholism and alcohol abuse problems, operated in a specific geographic area.

(11) "Quality Assurance" means a systematic procedure for assessing the effectiveness, efficiency, and appropriateness of services provided by the community mental health contractor.

(12) "Service Element" means a distinct service or group of services for person with mental or emotional disturbances, drug abuse problems, and alcoholism and alcohol abuse problems, operated in the community under a contract with the Health Systems Division, or under contract with a local mental health authority.

(13) "Service Provider" means an entity or person that delivers services funded wholly or in part by the Division under a contract with the Division.

(14) "State Institution" means Oregon State Hospital in Junction City and Salem.

Statutory/Other Authority: ORS 413.042

Statutes/Other Implemented: ORS 430.610 – 430.640

History:

MHS 23-2016, f. & cert. ef. 12-1-16

MHD 39, f. 5-20-76, ef. 6-11-76; Renumbered from 309-014-0000(3), MHD 14-1982, f. & ef. 7-7-82; MHD 8-2000(Temp), f. 3-20-00, cert. ef. 3-21-00 thru 9-16-00; MHD 13-2000, f. 9-15-00 cert. ef. 9-16-00

309-014-0010

Purpose of a Community Mental Health Program

The purpose of a CMHP is to provide a system of appropriate, accessible, coordinated, effective, efficient safety net services to meet the mental health needs of the citizens of the community.

Statutory/Other Authority: ORS 413.042 & 430.640

Statutes/Other Implemented: ORS 430.610 – 430.640

History:

MHS 23-2016, f. & cert. ef. 12-1-16

MHD 39, f. 5-20-76, ef. 6-11-76; Renumbered from 309-014-0000(4), MHD 14-1982, f. & ef. 7-7-82; MHD 13-2000, f. 9-15-00, cert. ef. 9-16-00

309-014-0015

Division Responsibility for Community Addictions and Mental Health

The Division shall assist the local mental health authority in establishing and operating community mental health services and shall integrate such services with other mental health system components in the state by:

- (1) Assessing needs for community mental health services in the state.
- (2) Identifying priorities among needs and preparing state plans for community mental health disability services.
- (3) Conducting the Division's activities in the least costly and most efficient manner so that delivery of services to the mentally or emotionally disturbed, alcohol abuser, alcoholic, drug abuser and drug-dependent persons shall be effective, coordinated and integrated with other services within the Oregon Health Authority.
- (4) Obtaining resources and contracting with local mental health authorities for the operation of community mental health safety net service.
- (5) Subject to the availability of funds, providing public information, program consultation, technical assistance, and training concerning community mental health services.

Statutory/Other Authority: ORS 413.042 & 430.640

Statutes/Other Implemented: ORS 430.610 – 430.640

History:

MHS 23-2016, f. & cert. ef. 12-1-16

MHD 39, f. 5-20-76, ef. 6-11-76; Renumbered from 309-014-0000(4) & (7), MHD 14-1982, f. & ef. 7-7-82; MHD 13-2000, f. 9-15-00, cert. ef. 9-16-00

309-014-0020

Program Director Qualifications

- (1) The CMHP Director shall be a full time employee of the local mental health authority or the public or private corporation operating the community mental health program;
- (2) The CMHP Director shall meet the following requirements:
 - (a) Hold at least a master's degree in a behavioral, social, health science, special education, public administration, or human service administration; and
 - (b) Have a minimum of five years of experience in human services programs, two of which are in community mental health and two of which are program managerial experience in human services; and
 - (c) Present references documenting experience, training, and ability to manage a community mental health program.
- (3) When the position of community mental health program director becomes vacant, an interim director shall be appointed to serve until a permanent director is appointed.

Statutory/Other Authority: ORS 413.042 & 430.640

Statutes/Other Implemented: ORS 430.610 – 430.640

History:

MHS 23-2016, f. & cert. ef. 12-1-16

MHD 39, f. 5-20-76, ef. 6-11-76; Renumbered from 309-014-0000(5), (6), (9), (10) & (12), MHD 14-1982, f. & ef. 7-7-82; MHD 8-2000(Temp), f. 3-20-00, cert. ef. 3-21-00 thru 9-16-00; MHD 13-2000, f. 9-15-00, cert. ef. 9-16-00

309-014-0021

Management Functions

- (1) In addition to other duties as may be assigned in the area of developmental disability services, the CMHP shall, at a minimum, assure the following duties are performed:
 - (a) Develop plans as may be needed to provide a coordinated and efficient use of resources available to serve people with developmental disabilities;

(b) Develop positive and cooperative working relationships with families, advocates, service providers, the Division, and other state and local agencies with an interest in developmental disability services;

(c) Assure collection and timely reporting of information as may be needed to conduct business with the Division, including but not limited to information needed to license foster homes, to collect federal funds supporting services, and to investigate complaints related to services or suspected individual abuse; and

(2) Management Plan. The CMHP shall maintain a plan assigning responsibility for the management functions and duties described in this section. The community mental health program shall assure that the functions and duties are assigned to people who have the knowledge and experience necessary to perform them.

Statutory/Other Authority: ORS 413.042 & 430.640

Statutes/Other Implemented: ORS 430.610 – 430.640

History:

MHS 23-2016, f. & cert. ef. 12-1-16

309-014-0022

Contracts

(1) In keeping with the principles of family support expressed in ORS 417.342, and notwithstanding 430.670(2) or 291.047(3), an entity operating a CMHP may purchase services for an individual from a service provider without first providing an opportunity for competition among other service providers if the service provider is selected by the individual, the individual's family or the individual's guardian, as long as the service provider has been approved by the Division to provide such service.

(2) Limit on contract requirements. When a CMHP contracts with a public agency or private corporation for delivery of developmental disability services, the CMHP shall include in the contract only terms that are substantially similar to model contract terms established by the Division. The CMHP may not add contractual requirements, including qualifications for contractor selection, which are nonessential to the service element(s) being provided under the contract. The CMHP shall specify in contracts with service providers that disputes, which arise from these limitations, shall be resolved according to procedures contained in these rules. For purposes of this section, the following definitions apply:

(a) "Model contract terms established by the Division" means all applicable material terms and conditions of the omnibus contract, as modified to appropriately reflect a contractual relationship between the service provider and the CMHP, and any other requirements approved by the Division as local options under procedures established in these rules.

(b) "Substantially similar to model contract terms" means that the terms developed by the CMHP and the model contract terms require the service provider to engage in approximately the same type activity and expend approximately the same resources to achieve compliance.

(c) "Nonessential to the service element(s) being provided" means requirements that are not substantially similar to model contract terms developed by the Division.

Statutory/Other Authority: ORS 413.042 & 430.640

Statutes/Other Implemented: ORS 430.610 – 430.640

History:

MHS 23-2016, f. & cert. ef. 12-1-16

309-014-0023

The Appeal Process

(1) Notice of Appeal.

(a) If a service provider believes that the contract offered by the CMHP contains terms or conditions that are not substantially similar to those established by the Division in the model contract, the service provider may appeal imposition of the disputed terms or conditions by sending a written notice of appeal to the Division's Chief Officer within 30 calendar days after the effective date of the contract requirement. The notice of appeal shall include:

(A) A copy of the contract and any pertinent contract amendments;

(B) Identification of the specific term(s) that are in dispute; and

(C) A complete written explanation of the dissimilarity between terms.

(D) The service provider shall send a copy of its notice of appeal to the CMHP. Upon receipt of this notice, the CMHP shall suspend enforcement of compliance with any contract requirement under appeal by the contractor until the appeal process is concluded.

(2) The Chief Officer or designee, shall offer to meet with both to mediate a solution. If a solution cannot be mediated, the Chief Officer shall declare an impasse through written notification to all parties and immediately appoint a panel to consider arguments from both parties.

(3)(a) The Mediation Panel The panel shall include, at a minimum, a representative from the Division, a representative from another CMHP, and a representative from another service provider organization.

(b) The panel shall meet with the parties, consider their respective arguments, and send written recommendations to the Chief Officer of the Division within 45 business days after an impasse was declared. If an appeal requiring panel consideration has been received from more than one contractor, the Division may organize materials and discussion in any manner it deems necessary, including combining appeals from multiple contractors, to assist the panel in understanding the issues and operating efficiently.

(c) The Chief Officer shall notify all parties of his/her decision within 15 business days after receipt of the panel's recommendations. The decision of the Administrator is final. The CMHP shall take immediate action to amend contracts as needed to comply with the Administrator's decision.

(3)(a) Expedited Appeal Process. The CMHP or the contractor may request an expedited appeal process that provides a temporary resolution, if it can be shown that the time needed to follow procedures to reach a final resolution would cause imminent risk of serious harm to individuals or organizations.

(b) The request shall be made in writing to the Division's Chief Officer. It shall describe the potential harm and level of risk that will be incurred by following the appeal process. The Division shall notify all parties of its decision to approve an expedited appeal process within two business days.

(c) If an expedited process is approved, the Chief Officer shall notify all parties of his/her decision concerning the dispute within three additional business days. The Chief Officer's decision resulting from an expedited appeal process shall be binding, but temporary, pending completion of the appeal process. All parties shall act according to the Chief Officer's temporary decision until notified of a final decision.

(4) Exception to Facility Requirements. The CMHP may add contract requirements that the CMHP considers necessary to ensure the siting and maintenance of residential facilities in which individual care is provided. These requirements shall be consistent with all applicable state and federal laws and regulations related to housing.

(5) Needs Assessment and Planning. The CMHP shall assess local needs for services to persons with mental or emotional disturbances, drug abuse problems, mental retardation or other developmental disabilities, and alcoholism and alcohol

abuse problems. The CMHP shall plan for meeting those needs within the constraints of resources available. The local mental health authority shall review and approve the plan before it is submitted to the Division.

(6) Monitoring. The local mental health authority shall monitor all CMHP service elements to assure that:

(a) Service elements are provided as specified in the contract with the Division; and

(b) Service elements are in compliance with these rules and other applicable Division administrative rules.

Statutory/Other Authority: ORS 413.042 & 430.640

Statutes/Other Implemented: ORS 430.610 – 430.640

History:

MHS 23-2016, f. & cert. ef. 12-1-16

309-014-0025

Management of Community Mental Health Program Areas

Each CMHP contractor providing a community mental health program area under a contract with the Division is required to meet the following standards for management:

(1) Organizations:

(a) Each CMHP area contractor shall have an up-to-date organization chart showing the line of authority and responsibility from the local mental health authority to the CMHP area director and to each of the components of the CMHP area contractor;

(b) For all components of the community mental health program area contractor operated by agencies other than the local mental health authority, there shall be a contract between the local mental health authority and the subcontract agency specifying the authorities and responsibilities of each party and conforming to the requirements of any Division rule pertaining to contracts.

(2) Needs Assessment and Planning: When the Division contracts for a CMHP program area, the contractor shall assess local needs for services to persons within that program area, and shall plan to effectively and efficiently meet those needs within the constraints of available resources. The local mental health authority shall review and approve the plan before it is submitted to the Division.

(3) Monitoring: The local mental health authority shall monitor all community mental health service elements within the program area to assure that:

(a) Service elements are provided as specified in the contract with the Division; and

(b) Service elements are in compliance with these rules and other applicable Division administrative rules.

Statutory/Other Authority: ORS 413.042 & 430.640

Statutes/Other Implemented: ORS 430.610 – 430.640

History:

MHS 23-2016, f. & cert. ef. 12-1-16

MHD 39, f. 5-20-76, ef. 6-11-76; Renumbered from 309-014-0000(5) & (6), MHD 14-1982, f. & ef. 7-7-82; MHD 13-2000, f. 9-15-00, cert. ef. 9-16-00

309-014-0030

Management of All Service Elements

All contractors providing community mental health service elements under a contract with the Division are required to meet the following standards for management:

(1) Fee Policy. For all community mental health service elements, except local administration and those provided by a public education district, the agency providing the service element shall:

(a) Determine the cost of each type of service element provided;

(b) Establish a schedule of fees for service elements based on the costs of the service elements, adjusted on the basis of the client's ability to pay;

(c) At the time the service elements is initiated, inform the client of the agency fee policy, the agency fee schedules, and the fee rate to be collected from the client in the event that third party payments do not cover the cost of the client's service elements;

(d) Billings for Title XIX funds shall in no case exceed the customary charges to private clients for any like item or service charged by the service element; and

(e) Charge fees for service elements as follows:

(A) Except where expressly prohibited by federal law or regulation, when third party payments do not cover the full fee for the service elements provided, charge the client or those legally responsible for the cost of the client's care, in an amount which is the lesser of:

(i) The balance of the fee charged to but not paid by the third party payor(s); or

(ii) A fee adjusted on the basis of the client's ability to pay.

(B) Charge any third party payor in the amount of the full fees for the service elements provided. Should the sum of any third party payments and client payments exceed the fee, a refund of the excess payment shall be given to the client.

(2) Quality Assurance. Each provider of community mental health and developmental disability service elements shall implement and maintain a quality assurance program.

(3) Internal Management. Each provider of CMHP service elements funded by the Division shall meet the following internal management standards:

(a) There shall be an up-to-date organization chart showing lines of authority and responsibility for the services within the agency;

(b) There shall be up-to-date, written position descriptions for all staff providing community mental health and developmental disability services;

(c) If four or more staff provide CMHP services, there shall be written personnel policies and procedures concerning:

(A) Recruitment and termination of employees;

(B) Compensation plan;

(C) Performance appraisals, promotions and merit increases, and staff development;

(D) Employee benefits; and

(E) Grievance procedures.

(d) Each employee providing CMHP services shall have the opportunity for in-service training with pay;

(e) There shall be up-to-date accounting records for each mental health service element accurately reflecting all revenue by source, all expenses by object of expense, and all assets, liabilities, and equities, consistent with generally accepted accounting principles and conforming to the requirements of OAR 309-013-0120 to 309-013-0220;

(f) There shall be written statements of policy and procedure as are necessary and useful to assure compliance with any administrative rule pertaining to fraud and embezzlement and abuse of patients, residents, and clients; and

(g) There shall be such other written statements of policy and procedure as are necessary and useful to enable the agency to accomplish its mental health service objectives and to meet the requirements of these rules and other applicable standards and rules.

Statutory/Other Authority: ORS 413.042 & 430.640

Statutes/Other Implemented: ORS 430.610 – 430.640

History:

MHS 23-2016, f. & cert. ef. 12-1-16

MHD 39, f. 5-20-76, ef. 6-11-76; Renumbered from 309-014-0000(5) & (6), MHD 14-1982, f. & ef. 7-7-82; MHD 13-2000, f. 9-15-00, cert. ef. 9-16-00

309-014-0035

Delivery of CMHP Service Elements

All community mental health contractors providing community mental health service elements under a contract with the Division are required to meet the following general standards for delivery of community mental health service elements:

(1) Eligibility for Service:

(a) In accordance with the Civil Rights Act of 1964, community mental health services shall not be denied any person on the basis of race, color, creed, sex, national origin or duration of residence. Community mental health contractors shall also comply with Section 504 of the Rehabilitation Act of 1973 as implemented by 45 CFR 84.4, which states in part, "No qualified person shall, on the basis of handicap, be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance";

(b) No person shall be denied services or be discriminated against on the basis of age or diagnostic or disability category unless predetermined clinical or program criteria for service restrict the service to specific age or diagnostic groups or disability category;

(c) No person shall be denied community mental health services based on ability to pay;

(d) Any person eligible for community mental health services provided by one agency shall also be eligible for other CMHP services provided by any other agency, unless admission to the service is subject to diagnostic or disability category or age restrictions based on predetermined criteria.

(2) Continuity and Coordination:

(a) Each agency providing community mental health services shall make pertinent clinical and financial eligibility information concerning a client of the agency readily available to other community mental health service agencies responsible for the client's care, consistent with state statutes and federal laws and regulations concerning confidentiality;

(b) In the event that a person seeking or receiving services from one community mental health contractor requires services not provided by the contractor, the person shall be referred to an available appropriate agency which can provide the needed services;

(c) Planning and implementation of service for clients of the community mental contractor shall be coordinated between components of the community mental health and developmental disability contractor, and other human service agencies, and between components of the community mental health contractor and state institutions. Each CMHP or

community mental health program area contractor shall maintain a written agreement with state institutions serving the county. The agreement shall include, but need not be limited to:

(A) The procedures to be followed to assure necessary communication between the state institution and the community mental health program or CMHP area contractor when a client is admitted to, and discharged from, the state institution and during the period of care, treatment or training;

(B) The type of client information which will be shared by the CMHP area contractor and the state institution, the manner in which the information will be transmitted and the times when such information will be provided;

(C) The names of the staff members from the state institution and the CMHP area contractor, who will have principal responsibility for liaison and implementation of the agreement; and

(D) Each agreement between the state institution and a CMHP, or program area contractor, shall be reviewed and renewed at least once a year.

Statutory/Other Authority: ORS 413.042 & 430.640

Statutes/Other Implemented: ORS 430.610 – 430.640

History:

MHS 23-2016, f. & cert. ef. 12-1-16

MHD 39, f. 5-20-76, ef. 6-11-76; Renumbered from 309-014-0000(8) & (11), MHD 14-1982, f. & ef. 7-7-82 ; MHD 13-2000, f. 9-15-00, cert. ef. 9-16-00

309-014-0036

Records

(1) Service Records. A record shall be maintained for each client who receives direct treatment training and/or care services. The record shall contain client identification, problem assessment, treatment, training and/or care plan, medical information when appropriate; and progress notes.

(2) Retention of Records. Records shall be retained in accordance with OAR 166-005-0000 through 166-040-0010 (State Archivist). Financial records, supporting documents, statistical records, and all other records (except client records) shall be retained for a minimum of three years after the close of the contract period, or until audited. Client records shall be kept for a minimum of seven years.

(3) Confidentiality of Client Records. Client records shall be kept confidential in accordance with ORS 179.505, 45 CFR 205.50 and 42 CFR Part 2, any Division administrative rule pertaining to client records, and the most current edition of the Division Handbook on Confidentiality.

(4) Client Rights. Each agency providing any community mental health service shall have written procedures to assure:

(a) Protection of client privacy and dignity;

(b) Confidentiality of records consistent with state statutes and federal statutes and regulations;

(c) Involvement of the client in planning the service through the provision of information, presented in general terms, which explains the following:

(A) The treatment to be undertaken;

(B) Alternative treatment methods available, if any; and

(C) Risks that may be involved in the training or treatment, if any.

(d) Client's right to refuse service unless otherwise ordered by a court; and

(e) Client is provided with information, presented in general terms, concerning the agency fee policies.

Statutory/Other Authority: ORS 413.042 & 430.640

Statutes/Other Implemented: ORS 430.610 – 430.640

History:

MHS 23-2016, f. & cert. ef. 12-1-16

309-014-0037

Dispute Resolution

(1) The CMHP shall adopt a dispute resolution policy that pertains to disputes that may arise from contracts with service providers that deliver services funded by the Division for the CMHP. Procedures implementing this policy shall be included in the contract with any such service provider.

(2) When a dispute exists between a county or a CMHP and a service provider regarding the terms of their contract or the interpretation of an administrative rule of the Division relating to Division programs under ORS Chapter 430, and local dispute resolution efforts have been unsuccessful, either party may request assistance from the Division in mediating the dispute.

(a) Procedure. The parties shall demonstrate a spirit of cooperation, mutual respect, and good faith in all aspects of the mediation process. Mediation shall be conducted as follows:

(A) Request. The party requesting mediation shall send a written request to the Division Chief Officer, the CMHP director, and the provider agency director, unless other persons are named as official contact persons in the specific rule or contract under dispute. The request shall describe the nature of the dispute and identify the specific rule or contract provisions that are central to the dispute.

(B) Arrangements. The Chief Officer or designee, shall arrange the first meeting of the parties at the earliest possible date. The agenda for the first meeting should include:

(i) Consideration of the need for services of an outside mediator. If such services are desired, agreement should be made on arrangements for obtaining these services.

(ii) Development of rules and procedures that will be followed by all parties during the mediation;

(iii) Agreement on a date by which mediation will be completed, unless extended by mutual agreement.

(C) Cost. Unless otherwise agreed to by all parties:

(i) Each party shall be responsible for the compensation and expenses of their own employees and representatives; and

(ii) Costs that benefit the group, such as services of a mediator, rental of meeting space, purchase of snack food and beverage, etc. shall be shared equally by all parties.

(b) Final Report. A written statement documenting the outcome of the mediation shall be prepared. This statement shall consist of a brief written statement signed by all parties or separate statements from each party declaring their position on the dispute at the conclusion of the mediation process. In the absence of written statements from other parties, the Division representative shall prepare the final report. The final report on each mediation shall be retained on file at the Division. The Division will, from time to time, or as requested by the legislature or others, prepare summary reports that describe the success of mediation in resolving disputes.

Statutory/Other Authority: ORS 413.042 & 430.640

Statutes/Other Implemented: ORS 430.610 – 430.640

History:

MHS 23-2016, f. & cert. ef. 12-1-16
MHD 13-2000, f. 9-15-00, cert. ef. 9-16-00
MHD 8-2000(Temp), f. 3-20-00, cert. ef. 3-21-00 thru 9-16-00

309-014-0040

Variances

- (1) Requirements and standards for requesting and granting variances or exceptions are found in OAR 309-008-1600.
- (2) Division Review and Notification: The Division must approve or deny the request for a variance to these rules within the scope and authority The Division must be made in writing using the Division approved variance request form and following the variance request procedure compliant with OAR 309-008-1600.
- (3) Granting a variance for one request does not set a precedent that must be followed by the Division when evaluating subsequent requests for variance.
- (4) A variance granted by the Division shall be attached to, and become part, of the contract for that year.

Statutory/Other Authority: ORS 413.042 & 430.640

Statutes/Other Implemented: ORS 430.610 – 430.640

History:

MHS 23-2016, f. & cert. ef. 12-1-16

MHD 39, f. 5-20-76, ef. 6-11-76; Renumbered from 309-014-0000(13), MHD 14-1982, f. & ef. 7-7-82; MHD 13-2000, f. 9-15-00, cert. ef. 9-16-00

EXHIBIT 4

MORROW COUNTY
Mental Health, Addiction Treatment, Recovery Prevention, and Problem Gambling Services
2019 - 2021 IGA # 159175-0

Service Code	Service Name	CPMS Provider	SP #	2019-2020	2020-2021	Part IV
A&D 03	System Management and Coordination - Addiction Treatment, Recovery, & Prevention Services		1	\$ 922.00	\$ 461.00	A
A&D 60	Start-Up - Addiction Treatment, Recovery, & Prevention Services					
A&D 61	Adult Addiction Treatment, Recovery, & Prevention Residential Treatment Services					
A&D 62	Supported Capacity for Dependent Children Whose Parents are In Adult Addiction Treatment, Recovery, & Prevention Residential Treatment					
A&D 63	Peer Delivered Services - Addiction Treatment, Recovery & Prevention Services			\$ 2,696.20	\$ 1,348.10	A
A&D 63				\$ 5,233.80	\$ 2,616.90	A
A&D 64	Housing Assistance - Addiction Treatment, Recovery, & Prevention Services					
A&D 65			2	\$ 17,500.00	\$ 8,750.00	C
A&D 66	Community Behavioral and Addiction Treatment, Recovery, & Prevention Services		3	\$ 24,783.53	\$ 12,391.76	A
A&D 66	Community Behavioral and Addiction Treatment, Recovery, & Prevention Services		3	\$ 28,860.47	\$ 14,430.24	A
A&D 67	Addiction Treatment, Recovery, & Prevention Residential and Day Treatment Capacity					
A&D 71	Youth Addiction, Recovery, & Prevention Residential and Day Treatment Capacity					
A&D 80	Problem Gambling Prevention Services			\$ 4,000.00	\$ 8,000.00	A
A&D 80	Problem Gambling Prevention Services		4	\$ 4,075.00		C
A&D 81	Problem Gambling Treatment Services			\$ 16,750.00	\$ 8,375.00	A
A&D 82	Problem Gambling Residential Services					
A&D 83	Problem Gambling Respite Treatment Services					
A&D 84	Problem Gambling, Client Finding Outreach Services					
		TOTAL FOR A&D		\$ 104,821.00	\$ 56,373.00	
MHS 01	System Management and Coordination - Community Mental Health	System Management An	3	\$ 32,757.51	\$ 16,378.76	A
MHS 01	System Management and Coordination - Community Mental Health	Sys Mgt Co-Lakeview	2	\$ 110,157.72	\$ 55,078.86	A
MHS 01	System Management and Coordination - Community Mental Health	Sys Mgt Co-Col River	1	\$ 90,043.44	\$ 45,021.72	A
MHS 04	Aid and Assist Client Services	Aid & Assist Program	4	\$ 1,500.00		A
MHS 05	Assertive Community Treatment Services	Assertive Community	5	\$ 17,500.00	\$ 8,750.00	A
MHS 08	Crisis and Acute Transition Services (CATS)					
MHS 09	Jail Diversion	Jail Diversion	6	\$ 103,333.33	\$ 51,666.67	A
MHS 10	Mental Health Promotion and Prevention Services					
MHS 12	Rental Assistance Program Services					
MHS 13	School-Based Mental Health Services	NI School-Based Ment	7	\$ 91,666.67	\$ 45,833.34	A
MHS 13	School-Based Mental Health Services	NI School-Based Ment	7	\$ 2,750.00	\$ 1,375.00	A
MHS 15	Young Adult Hub Programsn (YAHP)					
MHS 16	Peer Delivered Services (PDS)					
MHS 20	Non-Residential Community Mental Health Services For Adults	MH Block Grant	8	\$ 22,802.76	\$ 11,401.38	A
MHS 20	Non-Residential Community Mental Health Services For Adults	Non-Residential Ment	9	\$ 100,000.00	\$ 50,000.00	A
MHS 20	Non-Residential Community Mental Health Services For Adults	SH-Morrow Bunkhouse	10	\$ 50,914.56	\$ 25,457.28	A
MHS 22	Non-Residential Mental Health Services for Child and Youth					
MHS 24	Acute and Intermediate Psychiatric Inpatient Services	Acute and Intermedia	11	\$ 7,500.00	\$ 3,750.00	A
MHS 25	Community Mental Health Crisis Services For Adults and Children	Community Crisis Ser	12	\$ 17,385.00	\$ 8,692.50	A
MHS 25	Community Mental Health Crisis Services For Adults and Children	NI Crisis Services	12	\$ 38,316.00	\$ 19,158.00	A
MHS 25	Community Mental Health Crisis Services For Adults and Children	NI Crisis Services-M	13	\$ 207,789.97	\$ 103,894.99	A

MORROW COUNTY

Mental Health, Addiction Treatment, Recovery Prevention, and Problem Gambling Services
2019 - 2021 IGA # 159175-0

Service Code	Service Name	CPMS Provider	SP #	2019-2020	2020-2021	Part IV
MHS 26	Non-Residential Community Mental Health Services For Youth and Young Adults In Transition	Early Assessment And Support Alliance (EASA)	14	\$ 15,000.00	\$ 7,500.00	A 26A
MHS 27	Residential Community Mental Health Treatment Services for Youth and Young Adults in Transition					
MHS 28	Residential Community Mental Health Treatment Services for Adults					
MHS 30	Monitoring, Security, and Supervision Services for Individuals Under the Jurisdiction of the Adult and Juvenile Panels of the Psychiatric Security Review Board					
MHS 31	Enhanced Care And Enhanced Care Outreach Services					
MHS 34	Adult Foster Care Services					
MHS 35	Older or Disabled Adult Community Mental Health Services					
MHS 36	Pre-Admission Screening and Resident Review Services (PASARR)	PASARR Funds	15	\$ 2,500.00	\$ 1,250.00	C
MHS 37	Start-Up - Community Mental Health Services					
MHS 38	Supported Employment Services	NI Supported Employm	16	\$ 9,656.25	\$ 4,828.13	A
MHS 39	Projects For Assistance In Transition From Homelessness (PATH) Services					
				TOTAL FOR MHS	\$ 921,573.21	\$ 460,036.63
				GRAND TOTAL	\$ 1,026,394.21	\$ 516,409.63
				2019-2021 FINANCIAL IMPACT		\$ 1,542,803.84

A = Equal payments to the County

B = Payable under a different agreement. In this agreement for tracking purposes.

C = Disbursed based on additional criteria.

MORROW COUNTY
Reporting Monitoring Requirements
2019 - 2021 IGA # 159175-0

Service Code	Service Name	2019-2020	2020-2021	"County" Special Reporting Requirements	"County" Monitoring	"Provider" Performance Requirements
A&D 03	System Management and Coordination - Addiction Treatment, Recovery, & Prevention Services	\$ 922.00	\$ 461.00	Yes. Compliance with OAR 309-014-0000		
A&D 60	Start-Up - Addlction Treatment, Recovery, & Prevention Services			"Start-Up Request & Expendiure Form"		Yes
A&D 61	Adult Addiction Treatment, Recovery, & Prevention Residential Treatment Services			No		Provider OAR 309-018-0135 through 309-018-0180 compliance
A&D 62	Supported Capacity for Dependent Children Whose Parents are in Adult Addiction Treatment, Recovery, & Prevention Residential Treatment			Quarterly report		Provider OAR 309-018-0135 through 309-018-0180 compliance
A&D 63	Peer Delivered Services - Addiction Treatment, Recovery & Prevention Services	\$ 2,696.20	\$ 1,348.10	Quarterly report	Ensure Peer Delivered Services compliance	yes
A&D 63		\$ 5,233.80	\$ 2,616.90	Quarterly report	Ensure Peer Delivered Services compliance	yes
A&D 64	Housing Assistance - Addiction Treatment, Recovery, & Prevention Services			Quarterly report		If applicable
A&D 65		\$ 17,500.00	\$ 8,750.00	Quarterly report	Current certificate compliance	Current certificate OAR 309-008-0100 through 309-008-1600
A&D 66	Community Behavioral and Addiction Treatment, Recovery, & Prevention Services	\$ 24,783.53	\$ 12,391.76	Quarterly report	Develop and implement quality assurance and improvment processes.	MOTS tracking system reporting.
A&D 66	Community Behavioral and Addiction Treatment, Recovery, & Prevention Services	\$ 28,860.47	\$ 14,430.24	Quarterly report		MOTS tracking system reporting.
A&D 67	Addiction Treatment, Recovery, & Prevention Residential and Day Treatment Capacity			No		MOTS tracking system reporting.
A&D 71	Youth Addiction, Recovery, & Prevention Residential and Day Treatment Capacity			N/A		N/A

MORROW COUNTY
Reporting Monitoring Requirements
2019 - 2021 IGA # 159175-0

Service Code	Service Name	2019-2020	2020-2021	"County" Special Reporting Requirements	"County" Monitoring	"Provider" Performance Requirements
A&D 80	Problem Gambling Prevention Services	\$ 4,000.00	\$ 8,000.00	Annual report to OHA, using Problem Gambling prevention Annual Report form.	County OHA approved Biennial Problem Gambling Prevention Implementation Plan, County designates a problem gambling prevention coordinator, and monitor financial assistance. County shall not spend greater than 25% of allocation on purchase of product or supply. Intent to support FTE for integration and direct service.	yes
A&D 80	Problem Gambling Prevention Services	\$ 4,075.00		Yes	MUST maintain certificates	Subject to Provider audits
A&D 81	Problem Gambling Treatment Services	\$ 16,750.00	\$ 8,375.00	Quarterly report and 10 notice staff change notice	Technical Assistan and Program Development efforts.	Subject to Provider audits
A&D 82	Problem Gambling Residential Services			Quarterly report and 10 notice staff change notice	Maintain a license OAR415-012-0000 through 415-012-0090	Subject to Provider audits
A&D 83	Problem Gambling Respite Treatment Services			Quarterly report and 10 notice staff change notice	Maintain Certifications OAR 309-008-0100 through 309-008-1600 "Certification of Behavioral Health Treatment Services"	Subject to Provider audits
A&D 84	Problem Gambling, Client Finding Outreach Services			Quarterly Report.	County shall designate a Problem Gambling, Client Finding/Referral Pathways Outreach specialist.	N/A
		\$ 104,821.00	\$ 56,373.00			
MHS 01	System Management and Coordination - Community Mental Health	\$ 32,757.51	\$ 16,378.76	County shall establish and maintain a structure for meaningful system design and oversight.	Confirm performance requirements	Comply with ORS 161.365,...; MOTS reporting.
MHS 01	System Management and Coordination - Community Mental Health	\$ 110,157.72	\$ 55,078.86	County shall establish and maintain a structure for meaningful system design and oversight.	Confirm performance requirements	Comply with ORS 161.365,...; MOTS reporting.

MORROW COUNTY
 Reporting Monitoring Requirements
 2019 - 2021 IGA # 159175-0

Service Code	Service Name	2019-2020	2020-2021	"County" Special Reporting Requirements	"County" Monitoring	"Provider" Performance Requirements
MHS 01	System Management and Coordination - Community Mental Health	\$ 90,043.44	\$ 45,021.72	County shall establish and maintain a structure for meaningful system design and oversight.	Confirm performance requirements	Comply with ORS 161.365,...; MOTS reporting.
MHS 04	Aid and Assist Client Services	\$ 1,500.00		Allocate reasonable staffing Quarterly reporting.		Comply with ORS 161.365,...; MOTS reporting.
MHS 05	Assertive Community Treatment Services	\$ 17,500.00	\$ 8,750.00	Quarterly reporting.	Provide implementation plan, work with respective CCO to reduce waiting list and serve individuals. <u>County confirmation of performance and reporting requirements.</u>	MOTS tracking system reporting.
MHS 08	Crisis and Acute Transition Services (CATS)			Quarterly reporting.	County required to monitor sub-contracted services.	As applicable.
MHS 09	Jail Diversion	\$ 103,333.33	\$ 51,666.67	Quarterly reporting.	County provisions include pre-booking and post-booking services.	All Providers adopt "Sequential Intercep Model (SIM)
MHS 10	Mental Health Promotion and Prevention Services			Quarterly reporting.	County provide a written plan and submit to OHA for approval.	
MHS 12	Rental Assistance Program Services			N/A		N/A
MHS 13	School-Based Mental Health Services	\$ 91,666.67	\$ 45,833.34	Quarterly reporting. List of National Provider Index numbers of each Provider designated to provide MHS 13 Services, No. served, summary of accomplishments and barriers.	County shall confirm that an appropriately qualified school based mental health service provider is available at identified schools. <u>County shall be subject to the monitoring and review of performance requirements and quality measures.</u>	MOTS tracking system reporting.

MORROW COUNTY
 Reporting Monitoring Requirements
 2019 - 2021 IGA # 159175-0

Service Code	Service Name	2019-2020	2020-2021	"County" Special Reporting Requirements	"County" Monitoring	"Provider" Performance Requirements
MHS 13	School-Based Mental Health Services	\$ 2,750.00	\$ 1,375.00	Quarterly reporting. List of National Provider Index numbers of each Provider designated to provide MHS 13 Services, No. served, summary of accomplishments and barriers.	County shall confirm that an appropriately qualified school based mental health service provider is available at identified schools. <u>County shall be subject to the monitoring and review of performance requirements and quality measures.</u>	MOTS tracking system reporting.
MHS 15	Young Adult Hub Programsn (YAHP)			Quarterly reports if applicable.	County shall be subject to the monitoring and review of performance requirements and quality measures.	MOTS tracking system reporting if applicable.
MHS 16	Peer Delivered Services (PDS) (for VETERANS)			Quarterly reports if applicable.	Number of Veterans served, etc.	N/A
MHS 20	Non-Residential Community Mental Health Services For Adults	\$ 22,802.76	\$ 11,401.38	N/A	County shall be subject to the monitoring and review of performance requirements and quality measures.	Provide coordination of care services for Individuals living in residential treatment programs. MOTS tracking system reporting.
MHS 20	Non-Residential Community Mental Health Services For Adults	\$ 100,000.00	\$ 50,000.00	N/A	County shall be subject to the monitoring and review of performance requirements and quality measures.	Provide coordination of care services for Individuals living in residential treatment programs. MOTS tracking system reporting.
MHS 20	Non-Residential Community Mental Health Services For Adults	\$ 50,914.56	\$ 25,457.28	N/A	County shall be subject to the monitoring and review of performance requirements and quality measures.	Provide coordination of care services for Individuals living in residential treatment programs. MOTS tracking system reporting.

MORROW COUNTY
Reporting Monitoring Requirements
2019 - 2021 IGA # 159175-0

Service Code	Service Name	2019-2020	2020-2021	"County" Special Reporting Requirements	"County" Monitoring	"Provider" Performance Requirements
MHS 22	Non-Residential Mental Health Services for Child and Youth			County compliance OAR 309-032-0301 through 309-032-0890. <i>CANS</i> reporting system	County shall provide or have provided care coordination and supportive services.	Could apply to multiple Providers pending need.
MHS 24	Acute and Intermediate Psychiatric Inpatient Services	\$ 7,500.00	\$ 3,750.00	Annual report of financial assistance by August 31st.	County and/or Provider must maintain certification by the Joint Commission on Accreditation of Health Care Organizations.	MOTS tracking system reporting if applicable.
MHS 25	Community Mental Health Crisis Services For Adults and Children	\$ 17,385.00	\$ 8,692.50	Quarterly Report. County shall comply with OAR 309-019-0100 through 309-019-0320.	Maintain Certifications OAR 309-008-0100 through 309-008-1600 "Certification of Behavioral Health Treatment Services". <i>County</i> shall be subject to the monitoring and review of performance requirements and quality measures.	Provider falls under County compliance?
MHS 25	Community Mental Health Crisis Services For Adults and Children	\$ 38,316.00	\$ 19,158.00	Quarterly Report. County shall comply with OAR 309-019-0100 through 309-019-0320.	Maintain Certifications OAR 309-008-0100 through 309-008-1600 "Certification of Behavioral Health Treatment Services". <i>County</i> shall be subject to the monitoring and review of performance requirements and quality measures.	Provider falls under County compliance?
MHS 25	Community Mental Health Crisis Services For Adults and Children	\$ 207,789.97	\$ 103,894.99	Quarterly Report. County shall comply with OAR 309-019-0100 through 309-019-0320.	Maintain Certifications OAR 309-008-0100 through 309-008-1600 "Certification of Behavioral Health Treatment Services". <i>County</i> shall be subject to the monitoring and review of performance requirements and quality measures.	Provider falls under County compliance?

MORROW COUNTY
Reporting Monitoring Requirements
 2019 - 2021 IGA # 159175-0

Service Code	Service Name	2019-2020	2020-2021	"County" Special Reporting Requirements	"County" Monitoring	"Provider" Performance Requirements
MHS 26	Non-Residential Community Mental Health Services For Youth and Young Adults In Transition	\$ 15,000.00	\$ 7,500.00	Quarterly Report. A report from each Young Adult Residential Treatment Program Provider.	Report compliance. <u>County</u> shall be subject to the monitoring and review of performance requirements and quality measures.	MOTS tracking system reporting.
MHS 27	Residential Community Mental Health Treatment Services for Youth and Young Adults In Transition			Quarterly Report. A report from each Young Adult Residential Treatment Program Provider.		MOTS tracking system reporting if applicable.
MHS 28	Residential Community Mental Health Treatment Services for Adults				County and any Provider shall notify Individuals in writing of admission decisions in accordance with OAR 309-035-0163(10).	MOTS tracking system reporting if applicable.
MHS 30	Monitoring, Security, and Supervision Services for Individuals Under the Jurisdiction of the Adult and Juvenile Panels of the Psychiatric Security Review Board			Special reporting if applicable.	Compliance audit of certification.	Providers shall comply with OAR 309-019-0160. Providers shall maintain a Certificate of Approval in accordance with OAR 309-008-0100. MOTS tracking system reporting if applicable. MOTS tracking system reporting.
MHS 31	Enhanced Care And Enhanced Care Outreach Services			County shall prepare and submit monthly and ECS reports.	County shall be subject to the monitoring and review of performance requirements and quality measures.	Providers shall comply with OAR 309-019-0160. Providers shall maintain a Certificate of Approval in accordance with OAR 309-008-0100. MOTS tracking system reporting if applicable. MOTS tracking system reporting.

MORROW COUNTY
 Reporting Monitoring Requirements
 2019 - 2021 IGA # 159175-0

Service Code	Service Name	2019-2020	2020-2021	"County" Special Reporting Requirements	"County" Monitoring	"Provider" Performance Requirements
MHS 34	Adult Foster Care Services				County shall assist with inspection of homes.	Providers shall comply with OAR 309-040-0300 through 309-040-0455. Personal care plans must be submitted to OHA. MOTS system reporting if applicable.
MHS 35	Older or Disabled Adult Community Mental Health Services				County shall be subject to the monitoring and review of performance requirements and quality measures.	MOTS system reporting if applicable.
MHS 36	Pre-Admission Screening and Resident Review Services (PASARR)	\$ 2,500.00	\$ 1,250.00	County shall comply with Nursing Home Reform Act. Submit OHA report within 21 days following each review.	County shall be subject to the monitoring and review of performance requirements and quality measures.	Services must be provided by a Qualified Mental Health Professional (OAR 309-039-0510(10) or Licensed Medical Practitioner (OAR 309-019-0105(61))
MHS 37	Start-Up - Community Mental Health Services			County shall prepare and submit request for "Start Up" funds to improve mental health.		
MHS 38	Supported Employment Services	\$ 9,656.25	\$ 4,828.13	Quarterly report.	Monitor Providers qualify for Supported Employment difelity scale standards.	MOTS system reporting.
MHS 39	Projects For Assistance In Transition From Homelessness (PATH) Services			Quarterly report.	County shall be subject to the monitoring and review of performance requirements and quality measures.	MOTS system reporting.
		\$ 921,573.21	\$ 460,036.63			
		\$ 1,026,394.21	\$ 516,409.63			
			\$ 1,542,803.84			

2019-2021 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT,
RECOVERY, & PREVENTION, AND PROBLEM GAMBLING SERVICES

EXHIBIT E
GENERAL TERMS AND CONDITIONS

1. **Disbursement and Recovery of Financial Assistance.**
 - a. **Disbursement Generally.** Subject to the conditions precedent set forth below, OHA shall disburse the financial assistance described in the Financial Assistance Award to County in accordance with the procedures set forth below and, as applicable, in the Service Descriptions and the Financial Assistance Award. Disbursement procedures may vary by Service.
 - (1) **Disbursement of Financial Assistance Awarded for Services in Financial Assistance Award.** As set forth in the Service Description for a particular Service, OHA will generally disburse financial assistance that is described in the Financial Assistance Award to County in monthly allotments in advance of actual delivery of the Service.
 - (2) **Disbursements Remain Subject to Recovery.** All disbursements of financial assistance under this Agreement, including disbursements made directly to Providers, remain subject to recovery from County, in accordance with Recovery of Financial Assistance section below.
 - b. **Conditions Precedent to Disbursement.** OHA's obligation to disburse financial assistance to County under this Agreement is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - (1) No County default, as described in Section 6 of Exhibit F, "Standard Terms and Conditions," has occurred.
 - (2) County's representations and warranties, as set forth in Section 4 of Exhibit F, "Standard Terms and Conditions," are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
 - c. **Recovery of Financial Assistance.**
 - (1) **Notice of Underexpenditure, Overexpenditure.** If OHA believes there has been an Underexpenditure or Overexpenditure (as defined in Exhibit A "Definitions") of moneys disbursed under this Agreement, OHA shall provide County with written notice thereof, with a detailed spreadsheet providing supporting data of an under or over expenditure, and OHA and County shall engage in the process described in the Recovery of Underexpenditure or Overexpenditure section below. If OHA believes there has been a Misexpenditure (as defined in Exhibit A "Definitions") of moneys disbursed to County under this Agreement, OHA shall provide County with written notice thereof and OHA and County shall engage in the process described in Recovery of Misexpenditures section below.

(2) **Recovery of Underexpenditure or Overexpenditure.**

- (a) **County's Response.** County shall have 90 calendar days from the effective date of the notice of Underexpenditure or Overexpenditure or from the date of receipt of the notice, whichever is later, to pay OHA in full or notify OHA that it wishes to engage in the appeals process set forth in the Appeals Process section below. If County fails to respond within that 90 calendar-day time period, County shall promptly pay the noticed Underexpenditure or Overexpenditure.
- (b) **Appeals Process.** Upon receipt of the final notice, if County notifies OHA that it wishes to engage in the Appeals Process, County and OHA shall engage in non-binding discussions to give the County an opportunity to present reasons why it believes that there was no Underexpenditure or Overexpenditure, or that the amount of the Underexpenditure or Overexpenditure was different than the amount identified by OHA, and to give OHA the opportunity to reconsider its notice. County and OHA may negotiate an appropriate apportionment of responsibility for the repayment of an Underexpenditure or Overexpenditure. At County request, OHA will meet and negotiate with County in good faith concerning appropriate apportionment of responsibility for repayment of an Underexpenditure or Overexpenditure. In determining an appropriate apportionment of responsibility, County and OHA may consider any relevant factors. An example of a relevant factor is the extent to which either party contributed to an interpretation of a statute, regulation or rule prior to the expenditure that was officially reinterpreted after the expenditure. If OHA and County reach agreement on the amount owed to OHA, County shall promptly repay that amount to OHA by issuing payment to OHA or by directing OHA to withhold future payments pursuant to the Recovery from Future Payment section below. If OHA and County are unable to agree to whether there has been an Underexpenditure or Overexpenditure or as to the amount owed, the parties may agree to consider further appropriate dispute resolution processes, including, subject to State of Oregon Department of Justice and County Counsel approval, arbitration. If both parties are unable to agree to further dispute resolution, the parties shall proceed according to the procedures described in the Recovery from Future Payments section below.
- (c) **Recovery from Future Payments.** To the extent that OHA is entitled to recover an Underexpenditure or Overexpenditure pursuant to this Recovery of Underexpenditure or Overexpenditure section, OHA may recover the Underexpenditure or Overexpenditure by offsetting the amount thereof against future amounts owed to County by OHA, including, but not limited to, any amount owed to County by OHA under any other agreement between County and OHA, present or future. OHA shall provide County written notice of its intent to recover the amount of the Underexpenditure or Overexpenditure from amounts owed County by OHA as set forth in this Section and shall identify the amounts, which OHA intends to offset, (including the agreements, if any, under which the amounts owed arose and from those from which OHA wishes to deduct payments). County shall then have 14 calendar days from the date of OHA's notice in which to request the deduction be made from other amounts owed to County by

OHA and identified by County. OHA shall comply with County's request for alternate offset. In the event that OHA and County are unable to agree on which specific amounts, owed to County by OHA, OHA may offset in order to recover the amount of the Underexpenditure or Overexpenditure, OHA may select the particular agreements, between OHA and County, and amounts from which it will recover the Underexpenditure or Overexpenditure, after providing notice to the County and subject to the following limitations: OHA shall first look to amounts owed to County (but unpaid) under this Agreement. If that amount is insufficient, then OHA may look to any other amounts currently owing or owed in the future to County by OHA. In no case, without the prior consent of County, shall OHA deduct from any one payment due to County under the agreement from which OHA is offsetting funds an amount in excess of twenty-five percent (25%) of that payment. OHA may look to as many future payments as necessary in order to fully recover the amount of the Underexpenditure or Overexpenditure.

(3) Recovery of Misexpenditure.

- (a)** If OHA believes there has been a Misexpenditure (as defined in Exhibit A "Definitions") of money disbursed to County under this Agreement, OHA shall provide to County a written notice of recovery, with a detailed spreadsheet providing supporting data of the Misexpenditure attached, and OHA and County shall engage in the process described in the Appeal Process section below.
- (b) County's Response.** From the effective date of the Misexpenditure notice or from the date of receipt of notice, whichever is later, County shall have the lesser of 60 calendar days; or if a Misexpenditure relates to a federal government request for reimbursement, 30 calendar days fewer than the number of days (if any) OHA has to appeal a final written decision from the federal government, to either:

 - i.** Make a payment to OHA in the full amount of the Misexpenditure as identified by OHA in the notice; or
 - ii.** Notify OHA that County wishes to repay the amount of the Misexpenditure, as identified by OHA in the notice, from future payments pursuant to the Recovery from Future Payments section below; or
 - iii.** Notify OHA that it wishes to engage in the applicable appeal process, as set forth in the Appeal Process section below.

If County fails to respond within the time required by this Section, OHA may recover the amount of the Misexpenditure identified in the notice from future payments as set forth in Recovery from Future Payment section below.

- (c) **Appeal Process.** If County notifies OHA that it wishes to engage in an appeal process with respect to a notice of Misexpenditure from OHA, the parties shall comply with the following procedures, as applicable:
- i. **Appeal from OHA-Identified Misexpenditure.** If OHA's notice of Misexpenditure is based on a Misexpenditure solely of the type described in Section 20(b) or (c) of Exhibit A, "Definitions," County and OHA shall engage in the process described in this Appeal Process section to resolve a dispute regarding the notice of Misexpenditure. First, County and OHA shall engage in non-binding discussions, to give the County an opportunity to present reasons why it believes that there is, in fact, no Misexpenditure or that the amount of the Misexpenditure is different than the amount identified by OHA in the notice, and to give OHA the opportunity to reconsider its notice. County and OHA may negotiate an appropriate apportionment of responsibility for the repayment of the Misexpenditure. At County's request, OHA will meet and negotiate with County in good faith concerning appropriate apportionment of responsibility for repayment of the Misexpenditure. In determining an appropriate apportionment of responsibility, County and OHA may consider any relevant factors. An example of a relevant factor is the extent to which either party contributed to an interpretation of a statute, regulation or rule prior to the expenditure that was officially reinterpreted after the expenditure. If OHA and County reach agreement on the amount owed to OHA, County shall promptly repay that amount to OHA by issuing payment to OHA or by directing OHA to withhold future payments pursuant to the Recovery from Future Payments section below. If OHA and County continue to disagree as to whether there has been a Misexpenditure or as to the amount owed, the parties may agree to consider further appropriate dispute resolution processes, including, subject to State of Oregon Department of Justice and County Counsel approval, arbitration.
 - ii. **Appeal from Federal-Identified Misexpenditure.**
 - A. If OHA's notice of Misexpenditure is based on a Misexpenditure of the type described in Section 20(a) of Exhibit A, "Definitions," and the relevant federal agency provides a process either by statute or administrative rule to appeal the determination of improper use of federal funds, the notice of disallowance or other federal identification of improper use of funds, and if the disallowance is not based on a federal or state court judgment founded in allegations of Medicaid fraud or abuse, then County may, 30 calendar days prior to the applicable federal appeals deadline, request that OHA appeal the determination of improper use, notice of disallowance or other federal identification of improper use of funds in accordance with the process established or adopted by the federal agency. If County so requests that OHA appeal the determination of improper use of federal

funds, federal notice of disallowance or other federal identification of improper use of funds, the amount in controversy shall, at the option of County, be retained by the County or returned to OHA pending the final federal decision resulting from the initial appeal. If the County requests, prior to the deadline set forth above, that OHA appeal, OHA shall appeal the determination of improper use, notice of disallowance or other federal identification of improper use of funds in accordance with the established process and shall pursue the appeal until a decision is issued by the Departmental Grant Appeals Board of the Department of Health and Human Services (the "Grant Appeals Board") pursuant to the process for appeal set forth in 45 C.F.R. Subtitle A, Part 16, or an equivalent decision is issued under the appeal process established or adopted by the federal agency. County and OHA shall cooperate with each other in pursuing the appeal. If the Grant Appeals Board or its equivalent denies the appeal then either County, OHA, or both may, at their discretion, pursue further appeals. Regardless of any further appeals, within 90 calendar days of the date the federal decision resulting from the initial appeal is final, County shall repay to OHA the amount of the Misexpenditure (reduced, if at all, as a result of the appeal) by issuing payment to OHA or by directing OHA to withhold future payments pursuant to Recovery from Future Payments section below. To the extent that County retained any of the amount in controversy while the appeal was pending, the County shall also pay to OHA the interest, if any, charged by the federal government on such amount.

- B.** If the relevant federal agency does not provide a process either by statute or administrative rule to appeal the determination of improper use of federal funds, the notice of disallowance or other federal identification of improper use of funds or County does not request that OHA pursue an appeal 30 calendar days prior to the applicable federal appeals deadline, and if OHA does not appeal, within 90 calendar days of the date the federal determination of improper use of federal funds, the federal notice of disallowance or other federal identification of improper use of funds is final, County shall repay to OHA the amount of the Misexpenditure by issuing a payment to OHA or by directing OHA to withhold future payments pursuant to the Recovery from Future Payments section below.

- C. If County does not request that OHA pursue an appeal of the determination of improper use of federal funds, the notice of disallowance or other federal identification of improper use of funds 30 calendar days prior to the applicable federal appeals deadline but OHA nevertheless appeals, County shall repay to OHA the amount of the Misexpenditure (reduced, if at all, as a result of the appeal), within 90 calendar days of the date the federal decision resulting from the appeal is final, by issuing payment to OHA or by directing OHA to withhold future payments pursuant to the Recovery from Future Payments section below.
- D. Notwithstanding County's Response section above, if the Misexpenditure was expressly authorized by OHA rule or an OHA writing that applied when the expenditure was made but was prohibited by federal statutes or regulations that applied when the expenditure was made, County will not be responsible for repaying the amount of the Misexpenditure to OHA, provided that:
- I. Where post-expenditure official reinterpretation of federal statutes or regulations results in a Misexpenditure, County and OHA will meet and negotiate in good faith an appropriate apportionment of responsibility between them for repayment of the Misexpenditure.
 - II. For purposes of this Section, an OHA writing must interpret this Agreement or OHA rule and be signed by the Director of OHA, the Director of Health Systems Division or the Section Director.

OHA shall designate an alternate officer in the event the Health Systems Division is abolished. Upon County's request, OHA shall notify County of the names of the individual officers listed above. OHA shall send OHA writings described in this paragraph to County by mail and email and to CMHP directors by email.
 - III. The OHA writing must be in response to a request from County for expenditure authorization or a statement intended to provide official guidance to County or counties generally for making expenditures under this Agreement. The writing must not be contrary to this Agreement or contrary to law or other applicable authority that is clearly established at the time of the OHA writing.

- IV. If the OHA writing is in response to a request from County for expenditure authorization, the County's request must be in writing and signed by the director of a County department with the authority to make such a request or by the County Counsel. It must identify the supporting data, provisions of this Agreement and provisions of applicable law relevant to determining if the expenditure should be authorized.
- V. An OHA writing expires on the date stated in the writing, or if no expiration date is stated, six years from the date of the writing. An expired OHA writing continues to apply to County expenditures that were made in compliance with the writing and during the term of the writing.
- VI. OHA may revoke or revise an OHA writing at any time if it determines in its sole discretion that the writing allowed expenditure in violation of this Agreement, law, or any other applicable authority. However, County is not responsible for a misexpenditure that was based on an OHA writing that was effective at the time of the misexpenditure.
- VII. OHA rule does not authorize an expenditure that this Agreement prohibits.

- (d) **Recovery from Future Payments.** To the extent that OHA is entitled to recover a Misexpenditure pursuant to the Appeal Process section above, OHA may recover the Misexpenditure by offsetting the amount thereof against future amounts owed to County by OHA, including, but not limited to, any amount owed to County by OHA under this Agreement or any amount owed to County by OHA under any other agreement between County and OHA, present or future. OHA shall provide County written notice of its intent to recover the amount of the Misexpenditure from amounts owed County by OHA as set forth in this Section, and shall identify the amounts owed by OHA which OHA intends to offset (including the agreements, if any, under which the amounts owed arose and from those from which OHA wishes to deduct payments). County shall then have 14 calendar days from the date of OHA's notice to request the deduction be made from other amounts owed to County by OHA and identified by County. OHA shall comply with County's request for alternate offset. In the event that OHA and County are unable to agree on which specific amounts, owed to County by OHA, OHA may offset in order to recover the amount of the Misexpenditure, then OHA may select the particular agreements between OHA and County and amounts from which it will recover the amount of the Misexpenditure, after providing notice to the County, and subject to the following limitations: OHA shall first look to amounts owed to County (but unpaid) under this Agreement. If that amount is insufficient, then OHA may look to any other amounts currently owing or owed in the future to County by OHA. In no case, without the prior consent

of County, shall OHA deduct from any one payment due County under the agreement from which OHA is offsetting funds an amount in excess of twenty-five percent (25%) of that payment. OHA may look to as many future payments as necessary in order to fully recover the amount of the Misexpenditure.

(4) Additional Provisions related to parties' rights and obligations with respect to Underexpenditures, Overexpenditures and Misexpenditures.

- (a) County shall cooperate with OHA in the Agreement Settlement process.
- (b) OHA's right to recover Underexpenditures, Overexpenditures and Misexpenditures from County under this Agreement is not subject to or conditioned upon County's recovery of any money from any other entity.
- (c) If the exercise of OHA's right to offset under this provision requires the County to complete a re-budgeting process, nothing in this provision shall be construed to prevent the County from fully complying with its budgeting procedures and obligations, or from implementing decisions resulting from those procedures and obligations.
- (d) Nothing in this provision shall be construed as a requirement or agreement by the County to negotiate and execute any future contract with OHA.
- (e) Nothing in this Section shall be construed as a waiver by either party of any process or remedy that might otherwise be available.

2. Use of Financial Assistance. County shall use the financial assistance disbursed to County under this Agreement solely to cover actual Allowable Costs reasonably and necessarily incurred to deliver Services during the term of this Agreement.

3. Award Adjustments

- a. County may use funds awarded in a Program Area to cover actual Allowable Costs reasonably and necessarily incurred to deliver Services in that Program Area, from the Effective Date of this Agreement through the termination or expiration of this Agreement. In addition to the financial assistance provided to County under this Agreement expressly for those Services, up to 10 percent of the aggregate financial assistance awarded to County at the time the use occurs (as such award is reflected in the Financial Assistance Award without giving effect to any prior adjustments under this Award Adjustments section and other than from Federal Funds) County may use funds for other Services in that Program Area (other than financial assistance provided to County for MHS 04, MHS 05, MHS 08, MHS 09, MHS 10, MHS 12, MHS 13, MHS 15, MHS 26, MHS 27, MHS 28, MHS 37, A&D 60, A&D 61, A&D 62, A&D 65, A&D 80, A&D 81, A&D 82, A&D 83 and A&D 84, which is not subject to this 10 percent use adjustment). If County uses financial assistance described in the Financial Assistance Award in reliance on this Award Adjustments section, County shall promptly notify in writing of such use.
- b. Financial assistance disbursed to County under this Agreement that County would be entitled to retain if used prior to the termination or expiration of this Agreement (as calculated in accordance with the methodologies set forth in the applicable Service Descriptions), may be retained by County even if not used prior to the termination or expiration of this Agreement provided that other provisions of this Agreement do not require the financial assistance to be used by County prior to termination or expiration of

this Agreement and provided further that County uses the financial assistance solely to deliver future Services for the purpose it was originally awarded.

4. Amendments Proposed by OHA.

- a. Amendments of Financial Assistance Award.** County shall review all proposed amendments to the Financial Assistance Award prepared and presented to County by OHA in accordance with this Section. Amendments to the Financial Assistance Award will be presented to County in electronic form. OHA may withdraw a proposed amendment by and effective upon written notice to County. If not sooner accepted or rejected by County, or withdrawn by OHA, a proposed amendment shall be deemed rejected by County 60 calendar days after County's receipt thereof and OHA's offer to amend the Financial Assistance Award shall be automatically revoked. If County chooses to accept a proposed amendment presented in electronic form, County shall return the proposed amendment to OHA signed by the County Financial Assistance Administrator. Upon OHA's actual physical receipt and signature of a proposed amendment signed by the County Financial Assistance Administrator but otherwise unaltered, the proposed amendment shall be considered accepted by the parties and the Financial Assistance Award, as amended by the proposed amendment, shall become the Financial Assistance Award under this Agreement. If County returns a proposed amendment altered in any way (other than by signature of the County Financial Assistance Administrator), OHA may, in its discretion, accept the proposed amendment as altered by County but only if the County Financial Assistance Administrator has initialed each alteration. A proposed amendment altered by County and returned to OHA shall be considered accepted by OHA on the date OHA initials each alteration and on that date the Financial Assistance Award, as amended by the proposed amendment (as altered), shall become the Financial Assistance Award.
- b. Other Amendments.** County shall review all proposed amendments to this Agreement prepared and presented to County by OHA, other than those described in the previous subsection a., promptly after County's receipt thereof. If County does not accept a proposed amendment within 60 calendar days of County's receipt thereof, County shall be deemed to have rejected the proposed amendment and the offer to amend the Agreement, as set forth in the proposed amendment, shall be automatically revoked. If County chooses to accept the proposed amendment, County shall return the proposed amendment to OHA signed by a duly authorized County official. Upon OHA's actual physical receipt and signature of a proposed amendment signed by a duly authorized County official but otherwise unaltered, the proposed amendment shall be considered accepted by the parties and this Agreement shall be considered amended as set forth in the accepted amendment. **If County returns a proposed amendment altered in any way (other than by signature of a duly authorized County official), OHA may, in its discretion, accept the proposed amendment as altered by County but only if a duly authorized County official has initialed each alteration.** A proposed amendment altered by County and returned to OHA shall be considered accepted by OHA on the date OHA initials each alteration and on that date this Agreement shall be considered amended as set forth in the accepted amendment.

5. **Provider Contracts.** Except when the Service expressly requires the Service or a portion thereof to be delivered by County directly and subject to the Provider Monitoring section below, County may use financial assistance provided under this Agreement for a particular Service to purchase that Service, or a portion thereof, from a third person or entity (a "Provider") through a contract (a "Provider Contract"). Subject to the Provider Monitoring section below, County may permit a Provider to purchase the Service, or a portion thereof, from another person or entity under a subcontract and such subcontractors shall also be considered Providers for purposes of this Agreement and those subcontracts shall be considered Provider Contracts under this Agreement. **County shall not permit any person or entity to be a Provider unless the person or entity holds all licenses, certificates, authorizations and other approvals required by applicable law to deliver the Service. If County purchases a Service, or portion thereof, from a Provider, the Provider Contract must be in writing, identify for sub-recipients the amount of federal funds included in the Provider Contract, provide the CFDA number, and contain each of the provisions set forth in Exhibit H, "Required Provider Contract Provisions," in substantially the form set forth therein, in addition to any other provisions that must be included to comply with applicable law, that must be included in a Provider Contract under the terms of this Agreement or that are necessary to implement Service delivery in accordance with the applicable Service Descriptions, Specialized Service Requirements and Special Conditions. County shall maintain an originally executed copy of each Provider Contract at its office and shall furnish a copy of any Provider Contract to OHA upon request.**
6. **Provider Monitoring.** **County shall monitor each Provider's delivery of Services and promptly report to OHA when County identifies a deficiency in a Provider's delivery of a Service or in a Provider's compliance with the Provider Contract between the Provider and County. County shall promptly take all necessary action to remedy any identified deficiency on the part of the Provider. County shall also monitor the fiscal performance of each Provider and shall take all lawful management and legal action necessary to pursue this responsibility. In the event of a deficiency in a Provider's delivery of a Service or in a Provider's compliance with the Provider Contract between the Provider and County, nothing in this Agreement shall limit or qualify any right or authority OHA has under state or federal law to take action directly against the Provider.**
7. **Alternative Formats and Translation of Written Materials, Interpreter Services.**
In connection with the delivery of Program Element services, County shall make available to Client, without charge, upon the Client's reasonable request:
- a. All written materials related to the services provided to the Client in alternate formats.
 - b. All written materials related to the services provided to the Client in the Client's language.
 - c. Oral interpretation services related to the services provided to the Client to the Client in the Client's language.
 - d. Sign language interpretation services and telephone communications access services related to the services provided to the Client.

For purposes of the foregoing, "written materials" means materials created by County, in connection with the Service being provided to the requestor. The County may develop its own forms and materials and with such forms and materials the County shall be responsible for making them available to a Client, without charge to the Client in the prevalent non-English language(s) within the County service area. OHA shall be responsible for making its forms and materials available, without charge to the Client or County, in the prevalent non-English language(s) within the County service area.

8. **Reporting Requirements.** If County delivers a Service directly, County shall prepare and furnish the following information to OHA when that Service is delivered:
 - a. Client, Service and financial information as specified in the Service Description.
 - b. All additional information and reports that OHA reasonably requests.
9. **Operation of CMHP.** County shall operate or contract for the operation of a CMHP during the term of this Agreement. If County uses funds provided under this Agreement for a particular Service, County shall include that Service in its CMHP from the date it begins using the funds for that Service until the earlier of: (a) termination or expiration of this Agreement; (b) termination by OHA of OHA's obligation to provide financial assistance for that Service in accordance with Exhibit F, Termination section; or (c) termination by the County, in accordance with Exhibit F, Termination section, of County's obligation to include in its CMHP a Program Area that includes that Service.
10. **OHA Reports.**
 - a. To the extent resources are available to OHA to prepare and deliver the information, OHA shall, during the term of this Agreement, provide County with the following reports:
 - (1) Summary reports to County and County's Providers from MOTS data as reported to OHA under this Agreement; and
 - (2) Monthly reports to County that detail disbursement of financial assistance under the Financial Assistance Award in Exhibit C for the delivery of Services.
 - b. OHA shall prepare and send to each Provider to whom OHA makes direct payments on behalf of County under this Agreement during a calendar year, an IRS Form 1099 for that year specifying the total payments made by OHA to that Provider.
11. **Technical Assistance.** During the term of this Agreement, OHA shall provide technical assistance to County in the delivery of Services to the extent resources are available to OHA for this purpose. If the provision of technical assistance to the County concerns a Provider, OHA may require, as a condition to providing the assistance, that County take all action with respect to the Provider reasonably necessary to facilitate the technical assistance.
12. **Payment of Certain Expenses.** If OHA requests that an employee of County or a Provider or a citizen of County attend OHA training or an OHA conference or business meeting and County has obligated itself to reimburse the individual for travel expenses incurred by the individual in attending the training or conference, OHA may pay those travel expenses on behalf of County but only at the rates and in accordance with the reimbursement procedures set forth in the Oregon Accounting Manual (<http://www.oregon.gov/das/Financial/Acctng/Pages/oam.aspx>) under 40.10.00 as of the date the expense was incurred and only to the extent that OHA determines funds are available for such reimbursement.

13. **Effect of Amendments Reducing Financial Assistance.** If County and OHA amend this Agreement to reduce the amount of financial assistance awarded for a particular Service, County is not required by this Agreement to utilize other County funds to replace the funds no longer received under this Agreement as a result of the amendment and County may, from and after the date of the amendment, reduce the quantity of that Service included in its CMHP commensurate with the amount of the reduction in financial assistance awarded for that Service. Nothing in the preceding sentence shall affect County's obligations under this Agreement with respect to financial assistance actually disbursed by OHA under this Agreement or with respect to Services actually delivered.
14. **Resolution of Disputes over Additional Financial Assistance Owed County After Termination or Expiration.** If, after termination or expiration of this Agreement, County believes that OHA disbursements of financial assistance under this Agreement for a particular Service are less than the amount of financial assistance that OHA is obligated to provide to County under this Agreement for that Service, as determined in accordance with the applicable financial assistance calculation methodology, County shall provide OHA with written notice thereof. OHA shall have 90 calendar days from the effective date of County's notice to pay County in full or notify County that it wishes to engage in a dispute resolution process. If OHA notifies County that it wishes to engage in a dispute resolution process, County and OHA's Chief Health Systems Officer for the Health Systems Division shall engage in non-binding discussion to give OHA an opportunity to present reasons why it believes that it does not owe County any additional financial assistance or that the amount owed is different than the amount identified by County in its notices, and to give County the opportunity to reconsider its notice. If OHA and County reach agreement on the additional amount owed to County, OHA shall promptly pay that amount to County. If OHA and County continue to disagree as to the amount owed, the parties may agree to consider further appropriate dispute resolution processes, including, subject to Department of Justice and County Counsel approval, binding arbitration. Nothing in this Section shall preclude the County from raising underpayment concerns at any time prior to termination or expiration of this Agreement under Alternative Dispute Resolution below.
15. **Alternative Dispute Resolution.** The parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
16. **Purchase and Disposition of Equipment.**
- a. For purposes of this Section, "Equipment" means tangible, non-expendable personal property having a useful life of more than one year and a net acquisition cost of more than \$5,000 per unit. However, for purposes of information technology equipment, the monetary threshold does not apply (except as provided below for Software and storage devices). Information technology equipment shall be tracked for the mandatory line categories listed below:
- (1) Network;
 - (2) Personal Computer;
 - (3) Printer/Plotter;
 - (4) Server;

- (5) Storage device that will contain client information;
 - (6) Storage device that will not contain client information, when the acquisition cost is \$100 or more; and
 - (7) Software, when the acquisition cost is \$100 or more.
- b. For any Equipment authorized by OHA for purchase with funds from this Agreement, ownership shall be in the name of the County and County is required to accurately maintain the following Equipment inventory records:
- (1) Description of the Equipment;
 - (2) Serial number;
 - (3) Where Equipment was purchased;
 - (4) Acquisition cost and date; and
 - (5) Location, use, and condition of the Equipment.
- County shall provide the Equipment inventory list electronically to the Agreement Administrator at amhcontract.administrator@state.or.us by June 30th of the first fiscal year and at the end of the remainder of the term of this Contract. County shall be responsible to safeguard any Equipment and maintain the Equipment in good repair and condition while in the possession of County or any Providers. County shall depreciate all Equipment, with a value of more than \$5,000, using the straight line method.
- c. Upon termination of this Agreement, or any Service thereof, for any reason whatsoever, County shall, upon request by OHA, immediately, or at such later date specified by OHA, tender to OHA any and all Equipment purchased with funds under this Agreement as OHA may require to be returned to the State. At OHA's direction, County may be required to deliver said Equipment to a subsequent contractor for that contractor's use in the delivery of Services formerly provided by County. Upon mutual agreement, in lieu of requiring County to tender the Equipment to OHA or to a subsequent contractor, OHA may require County to pay to OHA the current value of the Equipment. Equipment value will be determined as of the date of Agreement or Service termination.
- d. If funds from this Agreement are authorized by OHA to be used as a portion of the purchase price of Equipment, requirements relating to title, maintenance, Equipment inventory reporting and residual value shall be negotiated and the agreement reflected in a Special Condition authorizing the purchase.
- e. Notwithstanding anything herein to the contrary, County shall comply with 45 CFR 75.320, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal grant funds.
17. Nothing in this Agreement shall cause or require County or OHA to act in violation of state or federal constitutions, statutes, regulations or rules. The parties intend this limitation to apply in addition to any other limitation in this Agreement, including limitations in Disbursement and Recovery of Financial Assistance above.

**2019-2021 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT,
RECOVERY, & PREVENTION, AND PROBLEM GAMBLING SERVICES**

EXHIBIT H

REQUIRED PROVIDER CONTRACT PROVISIONS

1. **Expenditure of Funds.** Provider may expend the funds paid to Provider under this Contract solely on the delivery of _____, subject to the following limitations (in addition to any other restrictions or limitations imposed by this Contract):
 - a. Provider may not expend on the delivery of _____ any funds paid to Provider under this Contract in excess of the amount reasonable and necessary to provide quality delivery of _____.
 - b. If this Contract requires Provider to deliver more than one service, Provider may not expend funds paid to Provider under this Contract for a particular service on the delivery of any other service.
 - c. If this Contract requires Provider to deliver Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services, Provider may not use the funds paid to Provider under this Contract for such services to:
 - (1) Provide inpatient hospital services;
 - (2) Make cash payments to intended recipients of health services;
 - (3) Purchase or improve land, to purchase, construct or permanently improve (other than minor remodeling) any building or other facility or to purchase major medical equipment;
 - (4) Satisfy any requirement for expenditure of non-federal funds as a condition for receipt of federal funds (whether the federal funds are received under this Contract or otherwise); or
 - (5) Carry out any program prohibited by section 245(b) of the Health Omnibus Programs Extension Act of 1988 (codified at 42 U.S.C. 300ee-5), which generally prohibits funds provided under this Agreement from being used to provide Individuals with hypodermic needles or syringes so that such Individuals may use illegal drugs, unless the Surgeon General of the Public Health Service determines that a demonstration needle exchange program would be effective in reducing drug abuse.
 - d. Provider may expend funds paid to Provider under this Contract only in accordance with OMB Circulars or 45 CFR Part 75, as applicable on Allowable Costs. If Provider receives \$500,000 or more in Federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, it shall have a single organization-wide audit conducted in accordance with the Single Audit Act. If Provider expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, it shall have a single organization-wide audit conducted in accordance with the provisions of 45 CFR part 75, subpart F. If Provider expends less than \$500,000 in Federal funds in a fiscal year beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date, it is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials. Provider, if subject to this

requirement, shall at Provider's own expense submit to OHA a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted to OHA the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Provider responsible for the financial management of funds received under this Agreement. Copies of all audits must be submitted to OHA within 30 calendar days of completion. Audit costs for audits not required in accordance with the Single Audit Act are unallowable. Provider may not use the funds received under this Agreement for inherently religious activities, as described in 45 CFR Part 87.

2. **Records Maintenance, Access and Confidentiality.**

- a. **Access to Records and Facilities.** County, the Oregon Health Authority, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of Provider that are directly related to this Contract, the funds paid to Provider hereunder, or any services delivered hereunder for the purpose of making audits, examinations, excerpts, copies and transcriptions. In addition, Provider shall permit authorized representatives of County and the Oregon Health Authority to perform site reviews of all services delivered by Provider hereunder.
- b. **Retention of Records.** Provider shall retain and keep accessible all books, documents, papers, and records, that are directly related to this Contract, the funds paid to Provider hereunder or to any services delivered hereunder, for a minimum of 6 years, or such longer period as may be required by other provisions of this Contract or applicable law, following the termination or expiration of this Contract. If there are unresolved audit or other questions at the end of the six-year period, Provider shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Provider shall document the expenditure of all funds paid to Provider under this Contract. Unless applicable federal law requires Provider to utilize a different accounting system, Provider shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit County and the Oregon Health Authority to verify how the funds paid to Provider under this Contract were expended.
- d. **Client Records.** Unless otherwise specified in this Contract, Provider shall create and maintain a client record for each client who receives services under this Contract. The client record must contain:
 - (1) Client identification;
 - (2) Problem assessment;
 - (3) Treatment, training and/or care plan;
 - (4) Medical information when appropriate; and
 - (5) Progress notes including service termination summary and current assessment or evaluation instrument as designated by the Oregon Health Authority in administrative rules.

Provider shall retain client records in accordance with OAR 166-150-0005 through 166-150-0215 (State Archivist). Unless OAR 166-150-0005 through 166-150-0215 requires a longer retention period, client records must be retained for a minimum of six years from termination or expiration of this contract.

e. **Safeguarding of Client Information.** Provider shall maintain the confidentiality of client records as required by applicable state and federal law, including without limitation, ORS 179.495 to 179.507, 45 CFR Part 205, 42 CFR Part 2, any administrative rule adopted by the Oregon Health Authority, implementing the foregoing laws, and any written policies made available to Provider by County or by the Oregon Health Authority. Provider shall create and maintain written policies and procedures related to the disclosure of client information, and shall make such policies and procedures available to County and the Oregon Health Authority for review and inspection as reasonably requested by County or the Oregon Health Authority.

f. **Data Reporting.**

All Individuals receiving Services with funds provided under this Contract must be enrolled and that Individual's record maintained in the Measures and Outcome Tracking System (MOTS) as specified in OHA's MOTS Reference Manual located at: <http://www.oregon.gov/oha/hsd/amh-mots/Pages/index.aspx>, and the "Who Reports in MOTS Policy" as follows:

Which Behavioral Health Providers are Required to Report in MOTS?

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]), and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

1. Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); these programs should all have a license or letter of approval from the HSD or AMH;
2. Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);
3. Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; these include DUII providers and methadone maintenance providers; and
4. Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

Note: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If there are any questions, contact MOTS Support at MOTS.Support@state.or.us.

3. Alternative Formats of Written Materials, Interpreter Services.

In connection with the delivery of Program Element Services, Provider shall make available to Client, without charge, upon the Client's reasonable request:

- a. All written materials related to the services provided to the Client in alternate formats.

- b. All written materials related to the services provided to the Client in the Client's language.
- c. Oral interpretation services related to the services provided to the Client in the Client's language.
- d. Sign language interpretation services and telephone communications access services related to the services provided to the Client.

For purposes of the foregoing, "written materials" means materials created by Provider, in connection with the Service being provided to the requestor. The Provider may develop its own forms and materials and with such forms and materials the Provider shall be responsible for making them available to a Client, without charge to the Client in the prevalent non-English language(s) within the County service area. OHA shall be responsible for making its forms and materials available, without charge to the Client or Provider, in the prevalent non-English language(s) within the Providers service area.

4. Reporting Requirements. Provider shall prepare and furnish the following information to County and the Oregon Health Authority when a service is delivered under this Contract:

- a. Client, service and financial information as specified in the applicable Service Description attached hereto and incorporated herein by this reference.
- b. All additional information and reports that County or the Oregon Health Authority reasonably requests, including, but not limited to, the information or disclosure described in Exhibit G, Required Federal Terms and Conditions, Section 14. Disclosure.

5. Compliance with Law. Provider shall comply with all state and local laws, regulations, executive orders and ordinances applicable to the Contract or to the delivery of services hereunder. Without limiting the generality of the foregoing, Provider expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws governing operation of community mental health programs, including without limitation, all administrative rules adopted by the Oregon Health Authority related to community mental health programs or related to client rights, OAR 943-005-0000 through 943-005-0070, prohibiting discrimination against Individuals with disabilities; (c) all state laws requiring reporting of client abuse; and (d) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of services under this Contract. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. All employers, including Provider, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. In addition, Provider shall comply, as if it were County thereunder, with the federal requirements set forth in Exhibit G "Required Federal Terms and Conditions," to the certain 2019-2021 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services between County and the Oregon Health Authority dated as of _____, which Exhibit is incorporated herein by this reference. For purposes of this Contract, all references in this Contract to federal and state laws are references to federal and state laws as they may be amended from time to time.

6. Unless Provider is a State of Oregon governmental agency, Provider agrees that it is an independent contractor and not an agent of the State of Oregon, the Oregon Health Authority or County.
7. To the extent permitted by applicable law, Provider shall defend (in the case of the state of Oregon and the Oregon Health Authority, subject to ORS Chapter 180), save and hold harmless the State of Oregon, the Oregon Health Authority, County, and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or relating to the operations of the Provider, including but not limited to the activities of Provider or its officers, employees, subcontractors or agents under this Contract.
8. Provider understands that Provider may be prosecuted under applicable federal and state criminal and civil laws for submitting false claims, concealing material facts, misrepresentation, falsifying data system input, other acts of misrepresentation, or conspiracy to engage therein.
9. Provider shall only conduct transactions that are authorized by the County for transactions with the Oregon Health Authority that involve County funds directly related to this Contract.
10. First tier Provider(s) that are not units of local government as defined in ORS 190.003 shall obtain, at Provider's expense, and maintain in effect with respect to all occurrences taking place during the term of the contract, insurance requirements as specified in Exhibit I "Provider Insurance Requirements," of the certain 2019-2021 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services between County and the Oregon Health Authority dated as of _____, which Exhibit is incorporated herein by this reference.
11. Provider(s) that are not units of local government as defined in ORS 190.003, shall indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Provider or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Provider from and against any and all Claims.
12. Provider shall include sections 1 through 11, in substantially the form set forth above, in all permitted Provider Contracts under this Agreement.

**2019-2021 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT,
RECOVERY, & PREVENTION, AND PROBLEM GAMBLING SERVICES**

**EXHIBIT I
PROVIDER INSURANCE REQUIREMENTS**

County shall require its first tier Providers(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the Providers perform under contracts between County and the Providers (the "Provider Contracts"); and ii) maintain the insurance in full force throughout the duration of the Provider Contracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to OHA. County shall not authorize Providers to begin work under the Provider Contracts until the insurance is in full force. Thereafter, County shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. County shall incorporate appropriate provisions in the Provider Contracts permitting it to enforce Provider compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Provider Contracts as permitted by the Provider Contracts, or pursuing legal action to enforce the insurance requirements. In no event shall County permit a Provider to work under a Provider Contract when the County is aware that the Provider is not in compliance with the insurance requirements. As used in this section, a "first tier" Provider is a Provider with whom the County directly enters into a Provider Contract. It does not include a subcontractor with whom the Provider enters into a contract.

TYPES AND AMOUNTS.

1. **Workers Compensation:** Must be in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2).

2. **Professional Liability:** **Required by OHA** **Not required by OHA.**

Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under the Provider Contract, with limits not less than the following, as determined by OHA, or such lesser amount as OHA approves in writing:

Per occurrence for all claimants for claims arising out of a single accident or occurrence:

Provider Contract containing the following Services:	Required Insurance Amount:
A&D 03, A&D 60, A&D 62, A&D 63, A&D 64, A&D 65, A&D 66, A&D 80, A&D 81, A&D 82, A&D 83, A&D 84, MHS 01, MHS 04, MHS 05, , MHS 08, MHS 09, MHS 10, MHS 12, MHS 13, MHS 15, MHA 16, MHS 16A, MHS 20, MHS 22, MHS 24, MHS 25, MHS 26, MHS 26A, MHS30, MHS 34, MHS 34A, MHS 35, MHS 35A, MHS 35B, MHS 36, MHS 37, MHS 38, MHS 39, MHS	\$1,000,000
A&D 61, A&D 67, A&D 71, MHS 27, MHS 28, MHS 28A, MHS 31	\$2,000,000

3. **Commercial General Liability:** **Required by OHA** **Not required by OHA.**

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to OHA. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by OHA, or such lesser amount as OHA approves in writing:

Bodily Injury, Death and Property Damage:

Per occurrence for all claimants for claims arising out of a single accident or occurrence:

Provider Contract containing the following services:	Required Insurance Amount:
A&D 03, A&D 60, A&D 61, A&D 62, A&D 63, A&D 64, A&D 65, A&D 66, A&D 67, A&D 71, A&D 80, A&D 81, A&D 82, A&D 83, A&D 84MHS 01, MHS 04, MHS 05, MHS 06, MHS 08, MHS 09, MHS 10, MHS 12, MHS 13, MHS 15, MHS 16, MHS 16A, MHS 20, MHS 22, MHS 24, MHS 25, MHS 26, MHS 26A, MHS 27, MHS 28, MHS 28A, MHS 30, MHS 31, MHS 34, MHS 34A, MHS 35, MHS 35A, MHS 35B, MHS 36, MHS 37, MHS 38, MHS 39	\$1,000,000

4. **Automobile Liability:** **Required by OHA** **Not required by OHA.**

Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by OHA, or such lesser amount as OHA approves in writing:

Bodily Injury, Death and Property Damage:

Per occurrence for all claimants for claims arising out of a single accident or occurrence:

Provider Contract not-to-exceed under this Agreement:	Required Insurance Amount:
A&D 61, A&D 62, A&D 63, A&D 66, A&D 71, A&D 81, A&D 82, A&D 83, MHS 04, MHS 09, MHS 12, MHS 13, MHS 15, MHS 16, MHS 16A, MHS 20, MHS 22, MHS 24, MHS 25, MHS 26, MHS 26A, MHS 30, MHS 34, MHS 34A, MHS 36, MHS 37, MHS 39,	\$1,000,000
MHS 27, MHS 28, MHS 28A	\$2,000,000

5. **Additional Insured.** The Commercial General Liability insurance and Automobile Liability insurance must include the State of Oregon, its officers, employees and agents as Additional Insureds but only with respect to the Provider's activities to be performed under the Provider Contract. Coverage must be primary and non-contributory with any other insurance and self-insurance.
6. **Notice of Cancellation or Change.** The Provider or its insurer must provide written notice to County at least 30 calendar days before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).
7. **"Tail" Coverage.** If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the Provider shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Provider Contract, for a minimum of 24 months following the later of: (i) the Provider's completion and County's acceptance of all Services required under the Provider Contract; or (ii) the expiration of all warranty periods provided under the Provider Contract. Notwithstanding the foregoing 24-month requirement, if the Provider elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the Provider may request and OHA may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If OHA approval is granted, the Provider shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.
8. **Certificate(s) of Insurance.** County shall obtain from the Provider a certificate(s) of insurance for all required insurance before the Provider performs under the Provider Contract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured; and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.



AGENDA ITEM COVER SHEET
 Morrow County Board of Commissioners
 (Page 1 of 2)

(For BOC Use)
 Item #
 52

Please complete for each agenda item submitted for consideration by the Board of Commissioners
 (See notations at bottom of form)

Staff Contact: Karmen Carlson
 Department: Human Resources

Phone Number (Ext): 5620
 Requested Agenda Date: Sept 11, 2019

Short Title of Agenda Item: **Classification Appeal to the BOC**
 (No acronyms please)

This Item Involves: (Check all that apply for this meeting.)

<input type="checkbox"/> Order or Resolution	<input type="checkbox"/> Appointments
<input type="checkbox"/> Ordinance/Public Hearing:	<input type="checkbox"/> Update on Project/Committee
<input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading	<input type="checkbox"/> Consent Agenda Eligible
<input type="checkbox"/> Public Comment Anticipated:	<input checked="" type="checkbox"/> Discussion & Action
Estimated Time:	Estimated Time: 30 min
<input type="checkbox"/> Document Recording Required	<input type="checkbox"/> Purchase Pre-Authorization
<input type="checkbox"/> Contract/Agreement	<input type="checkbox"/> Other

N/A Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity:
 Contractor/Entity Address:
 Effective Dates – From: Through:
 Total Contract Amount: Budget Line:
 Does the contract amount exceed \$5,000? Yes No

Reviewed By:

Karmen Carlson	9/6/19	Department Head	Required for all BOC meetings
	DATE		
	9/9/19	Admin. Officer/BOC Office	Required for all BOC meetings
	DATE		
	DATE	County Counsel	*Required for all legal documents
	DATE	Finance Office	*Required for all contracts; other items as appropriate.
	DATE	Human Resources	*If appropriate

*Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

Note: All other entities must sign contracts/agreements before they are presented to the Board of Commissioners (originals preferred). Agendas are published each Friday afternoon, so requests must be received in the BOC Office by 1:00 p.m. on the Friday prior to the Board's Wednesday meeting. Once this form is completed, including County Counsel, Finance and HR review/sign-off (if appropriate), then submit it to the Board of Commissioners Office.

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):

Submitter of reclassification request to Appeal to the Board of Commissioners as per Policy 6.4

2. FISCAL IMPACT:

None at this time.

3. SUGGESTED ACTION(S)/MOTION(S):

Commissioners have been supplied with all information supplied to the Appeal Committee

Submitter may elaborate in person

Decision of the Commissioners is final

Final decision to be provided to the submitter in writing

Attach additional background documentation as needed.

SECTION 6.4 CLASSIFICATION REVIEW AND PROCESS

A. Initial Classification/Reclassification

Initial Classification: To begin the process for a new position, the position is thoroughly defined through the completion of a new Job Description. Attached to the Job Description shall be a memo from the Department Head (Submitter) stating the specific skills and duties of the position. Specifically focus on the following five (5) factors:

- Mental Requirements
- Physical Requirements
- Social Requirements
- Work Environment
- Accountability

Reclassification: A reclassification shall include an updated Job Description and may only be submitted by the Department Head or the employee in the position (Submitter). In order to have a position considered for reclassification, the Submitter must submit the modified Job Description and Explanatory Memo to the Personnel Director before November 1.

The Personnel Director will review the Job Description for completeness and conformity to standards.

Step 1 In order to establish an appropriate Pay Range, the Personnel Director will evaluate the Job Description and Explanatory Memo for placement on the Pay Range scale based on the JOBMEAS™ method. The results will be presented to the County Court for concurrence. After County Court concurrence, the Personnel Director will prepare a written Notice of Decision. (**See JOBMEAS™ explanation at the end of this Article.)

Step 2 If the Submitter does not agree with the salary range establish by the JOBMEAS™ method, they may request that a salary survey be conducted of counties of similar population. The Personnel Director shall survey the three counties larger and the three counties smaller than Morrow County, based on the population information provided in the Oregon Blue Book. All forms of compensation will be reviewed, including but not limited to: wage, insurances, retirement, holidays, etc.

After the Personnel Director reviews the position, the results will be presented to the County Court for concurrence. After County Court concurrence, a written Notice of Decision will be prepared. The Submitter will be instructed that if they are unsatisfied with the classification, they may pursue a Request For Review, as outlined below. The Personnel Director's decision will be implemented if a Request For Review is not submitted by the deadline.

B. Request For Review - A Request For Review must be on the basis that one (or more) of the factors identified above is (are) believed to be evaluated incorrectly or that the Market Data is incorrect. The Request For Review must be delivered to the Personnel Director within thirty (30) calendar days of the date of the Notice of Decision. To request a review, the Submitter must identify either: 1) each factor that they believe to be incorrect, why they believe it to be so, and what they believe would be correct, or 2) Why the Market Data is incorrect. This information must be submitted in writing. It is the responsibility of the Submitter to provide adequate information and detail to support the claim.

When the Personnel Director reviews the request, the Submitter may elaborate in person regarding their written Request For Review or they may have their written request stand alone.

As at the first phase, after the Personnel Director reviews the position, the results will be presented to the County Court for concurrence. After County Court concurrence, the Submitter is provided with a Notice of Decision and instructed that if they remain unsatisfied with the classification, they may pursue it to the next step, Appeal (See **C. Appeal** below). The Personnel Director's decision will be implemented if an appeal is not submitted by the deadline.

All levels of classification or reclassification must be observed sequentially. A Submitter may not apply for a Request For Review if the position was not first Reclassified. Likewise, a Request For Appeal may not be submitted if a Request For Review was not first observed.

C. Appeal - The Appeal Notice must be submitted in writing to the Personnel Director within thirty (30) calendar days of the date of the Request For Review Notice of Decision and identify what factors they believe to be incorrect and why, as well as what they believe would be an appropriate Pay Range. The Appeal Notice must be reviewed within thirty (30) days of submission.

The Appeal Notice shall be reviewed by an Appeal Committee. The committee shall consist of the following;

- a. One employee representative (from any of the three Morrow County bargaining units).
- b. One (1) Management representative.
- c. One (1) Elected Official, however, not a member of the County Court.
- d. Personnel Director

The members of the Appeal Committee may not work in the same Department as the Submitter. Alternates may be appointed in order to maintain an unbiased Appeal Committee.

Each member, except the Personnel Director, will serve a three (3) year term, with one employee, Management representative, or Elected Official being replaced each calendar year. The Personnel Director is a permanent ex officio member and shall act as a facilitator for the committee but shall be without a vote. Each member of the Appeal Committee will receive information and training regarding the classification system and the evaluation process. The Appeal Committee shall meet on an as needed basis.

The Appeal Committee will be provided with all of the material submitted on the position to date, including: the Job Description and Submitter Explanatory Memo; Personnel Director Notice of Decision(s); the documentation prepared in the Request For Review; and the Request For Appeal.

The Appeal Committee will review the appeal request within 30 days. The Submitter may elaborate in person regarding their written Request For Review and other documents or they may have their written request stand alone. If the Submitter is the Department Head, the subject employee may also address the Appeal Committee. The results of the Appeal Committee deliberations will be presented to the County Court for concurrence. After County Court concurrence, the results will be provided to the Submitter in a Final Notice of Decision.

D. County Court Appeal – The Submitter may appeal the decision of the Appeal Committee to the County Court. The County Court will be provided with copies of all documents provided to the Appeal Committee as well as a copy of the Appeal Notice of Decision.

The County Court will review the appeal request in a Public Meeting within 30 days. The Submitter may elaborate in person regarding their written Request For Review and other documents or they may have their written request stand alone. If the Submitter is the Department Head, the subject employee may also address the County Court. The results of the County Court deliberations will be provided to the Submitter in a Final Notice of Decision.

The decision of the County Court is final.

**JOBMEAS™ is a tool for evaluating job descriptions for placement on a pay scale. This tool is a product of Jacobsen, Betts and Company of Seattle, WA. This tool is a mathematically and statistically based spreadsheet that allows for the comparison of duties and skills as job factors.

Morrow County
APPLICATION FOR RECLASSIFICATION

IMPORTANT:

- 1) An employee applying for reclassification must complete this application and submit it to their Supervisor. The Supervisor will make comments and sign the document. The document will then be delivered to Human Resources where it will be processed for completeness. If the application is not fully completed it will not be considered.
- 2) Human Resources will complete a report of the job description as per current process (Job Meas), and discuss the application with the County Administrator and the Finance Director. Upon completion of the review the Reclassification request will be delivered to the Board of Commissioners for approval.
- 3) Note: Employees who have been reclassified are ineligible for another reclassification for at least 3 years from the date of the last reclassification.

EMPLOYEE INFORMATION

Name: [REDACTED] Phone/Ext.:

Years in this position/date assumed this job: 4/Dec. 22, 2014

Current Job Title: Office Support Specialist Present Salary Range: 8

Requested Job Title: Legal Secretary/Office Manager/Victim Relations Requested Salary Range: 10-11

Department Juvenile Department Department Code: 101-112

General Ledger Code: 5-10-1002

Supervisor(s): _____ Title(s): Juvenile Director

Basis for Reclassification (Rationale): There has been a large transformation of this position. Primarily there has not been an evaluation or reclassification to the position since 1992. When I applied for my position in 2014 the previous job description was dated 1995. There was an update to that description in 2014. Since then the County Court Judge position was removed and there was a reorganization and change-over to Circuit Court. I have been preparing legal documents and have a more active role in victim relations along with Administration of the Juvenile Justice Information System. I actively complete all tasks outlined in the Legal Secretary/Office Manager Job Description including Victim Relations. In addition, I am managing schedules, legal preparation, and correspondence for both Juvenile Director and Juvenile Probation Counselor.

Date of Last Reclassification: 1992

MENTAL REQUIREMENTS

Major function(s) of your position: *In one or two sentences, state the overall purpose of your position.*

Managing legal and administrative functions of the Juvenile Department and communications with Circuit Court, Law Enforcement, Schools, and District Attorney offices. Preparing legal documents and providing administrative support.

MENTAL REQUIREMENTS: *A mental requirement is a duty or an action, responsibility or combination of several steps you take in performing your job. Please list in priority order the major/essential duties you currently perform. Duties may include such activities as transcribing dictation, wiring an electrical outlet, typing letters, sorting mail, planting trees, maintaining general files, operating work processing equipment, answering phones, etc. In the left hand column, please identify the date the duties were added or changed. To the right of each duty listed, rate each duty statement for frequency and importance. If you believe the duty is outside of your current classification, place an "X" in that column.*

FREQUENCY IMPORTANCE

D = Performed once or more daily
 W = Performed once or more weekly
 M = Performed once or more monthly
 Y = Performed once or more yearly.

E = Essential (Major Focus of Position)
 NE = Non-Essential (Minor Focus of Position)

Date Added or Class Changed		Frequency/ Outside	Importance of
	1. Administrative support for Juvenile Director	D / <u> </u> <u> </u>	E
<u>1-2017</u>	2. Preparing legal documents	D / X <u> </u> <u> </u>	E
<u>1-2018</u>	3. Distribute victim rights and notifications	W / X <u> </u> <u> </u>	E
<u>1-2018</u>	4. Manage notifications and correspondence with victims	W / X <u> </u> <u> </u>	E
<u>1-2017</u>	5. Complete all discovery and assure compliance to statute	D / X <u> </u> <u> </u>	E
<u>1-2017</u>	6. Maintain a case management system to track legal cases	W / X <u> </u> <u> </u>	E
	7. Management and preparation of expunction of juvenile records.	M / <u> </u> <u> </u>	E
<u>1-2017</u>	8. Plan, schedule, and initiate court filing and notices	W / X <u> </u> <u> </u>	E
<u>1-2017</u>	9. Examine documents to verify legal steps, deadlines, and due process requirements	W / X <u> </u> <u> </u>	E
<u>1-2017</u>	10. Track flows of and process legal documents before, during, and after court or hearing date	D / X <u> </u> <u> </u>	E
<u>1-2017</u>	11. Manage schedules and maintain calendars of court or hearing dates, document due dates, filing requirements, court appearances and related activities	D / X <u> </u> <u> </u>	E
<u>1-2017</u>	12. Manage and maintain the Juvenile Justice Information System (JJIS)	D / X <u> </u> <u> </u>	E
<u>1-2018</u>	13. JJIS Administrator	W / X <u> </u> <u> </u>	E
<u>1-2017</u>	14. Odyssey/OJCIN data manager	W / X <u> </u> <u> </u>	E

<u>1-2018</u>	15. Open, process and close case files according to established procedures	<u>W /</u>	<u>E</u>
<u>_____</u>	16. Prepare certificates of service and summons	<u>W /</u>	<u>E</u>
<u>_____</u>	17. Answer, screen, and route phone calls.	<u>D /</u>	<u>E</u>
<u>_____</u>	18. Provide information with explanation of applicable process	<u>W /</u>	<u>E</u>
<u>1-2017</u>	19. Prepare and maintain ledgers of court order for each case	<u>W / X</u>	<u>E</u>
<u>1-2017</u>	20. Read orders to decide case process, correct information, and follow-up when needed	<u>W / X</u>	<u>E</u>
<u>_____</u>	21. Department organization	<u>W /</u>	<u>E</u>
<u>_____</u>	22. Maintain and monitor department budgets	<u>W /</u>	<u>E</u>
<u>1-2018</u>	23. Managing records retention per ORS statute	<u>M / X</u>	<u>E</u>
<u>1-2017</u>	24. Calendar or docket case information	<u>W / X</u>	<u>E</u>
<u>1-2018</u>	25. Training of new office staff	<u>W / X</u>	<u>E</u>
<u>1-2018</u>	26. Administrative support for Juvenile Probation Counselor	<u>W / X</u>	<u>E</u>
<u>_____</u>	27. Process and facilitate transports	<u>M /</u>	<u>E</u>
<u>_____</u>	28. Initiate and compose correspondence	<u>W /</u>	<u>E</u>
<u>_____</u>	29. Review, prioritize, and distribute incoming mail	<u>D /</u>	<u>E</u>
<u>_____</u>	30. Prepare statistical reports	<u>M /</u>	<u>E</u>
<u>_____</u>	31. Manage office supplies and material	<u>M /</u>	<u>E</u>
<u>_____</u>	32. Schedule interpreter services	<u>M /</u>	<u>NE</u>
<u>_____</u>	33. Maintain inventory of office equipment	<u>M /</u>	<u>NE</u>
<u>_____</u>	34. Coordinate scheduling of teleconferences	<u>M /</u>	<u>NE</u>

MENTAL REQUIREMENTS - CONTINUED

Please provide information below describing the basic knowledge, abilities, special requirements and equipment operation required, in order to perform your work. Do not include information learned on the job (e.g., policies of the division, a specific software package).

KNOWLEDGE is the body of information applied directly to the performance of a function or duty. *Show only the knowledge essential for full performance of your work, not the knowledge you personally possesses. (e.g., Government accounting, computer programming languages, office procedures,)*

Kind of Knowledge: Legal document preparation

How Used: Daily preparation of court documents summons, show cause, warrants, order, judgments, expunctions

Kind of Knowledge: Ability to communicate and correspond with offenders and victims.

How Used: Gathering contact information via phone, school, law enforcement and additional agencies as needed. Communicating vital information in relation to court hearings, intake appointments and scheduling. Working closely with interpreter services.

Kind of Knowledge: Law enforcement background with knowledge of legal terminology

How Used: Communication with law enforcement officials, Circuit Court personnel, and District Attorney's office. Preparing legal documents, knowledge of principles, practices and procedures of the judicial system.

Kind of Knowledge: Office management procedures

How Used: Scheduling, maintaining office functions, administrative support, organization, public relations.

ATTACH ADDITIONAL SHEETS IF NECESSARY

PHYSICAL REQUIREMENTS

PHYSICAL REQUIREMENTS are the competence to perform an observable duty and usually ends in an observable product. (e.g., type at a rate of 60 words per minute, perform arithmetic calculations with speed and accuracy)

Ability:

Working knowledge of legal terminology.

To develop a working knowledge of various state and federal laws, regulations and guidelines relating to the Juvenile Department.

To learn and utilize various software programs for a variety of office function.

To type at a rate of 40 words per minute.

To produce and format legal documents.

To make independent decisions and solve problems.

To learn and implement procedures and practices of the Juvenile Department.

Thorough knowledge of secretarial techniques and procedures and ability to implement them.

Ability:

To obtain JJIS certification as Administrator and Security Coordinator.

To obtain certification as a Notary Public.

To administer Odyssey/OJCIN

Ability:

To maintain confidentiality, explain complex issues in situations which are sometimes adversarial, effectively use oral and written communication in the performance of duties and responsibilities.

To use accepted accounting procedures.

To learn and implement county procedures, regulations and requirements with respect to procurement, budget, safety, operations and organization.

ATTACH ADDITIONAL SHEETS IF NECESSARY

PHYSICAL REQUIREMENTS - Continued

EQUIPMENT OPERATION: List any equipment or machines used in the course of your work (e.g., personal computer, forklift, dishwasher, adding machine).

Computer, copier, fax, scanner, postage meter, multi-line phone, type writer, adding machine

SPECIAL REQUIREMENTS: List any licenses, registration or certificates **REQUIRED** for your position (e.g., driver's license, first aid certificate)

Notary Certification, Driver License, JJIS certification, Pass fingerprint and background check

PHYSICAL EFFORT

List any lifting, prolonged standing, walking, crouching, kneeling, running, climbing, and upper body twisting you are required to perform in the course of your work. Please include the frequency (always, sometimes, occasional) and weights (25 lbs., 50 lbs. etc.).

Prolonged sitting-always, lifting up to 40 lbs.-occasional, standing-occasional,

HUMAN RELATIONS REQUIREMENTS

Human Relations Requirements refer to the depth of communication skills and human relations abilities which are necessary to achieve work results. This can be as simple as effectiveness to deal with others or as complex as the need to affect behavioral change in others.

Please answer the following questions in percentage of time used. Both categories should total 100%

1. Communicating with peers in your immediate group	<u>40%</u>
2. Communicating with peers in within the organization Outside of your group	<u>15%</u>
3. Communicating with peers inside and outside the Organization representing a variety authority levels	<u>20%</u>
4. Continuous interaction with a highly diverse set of Individuals, boards, agencies, and general public, Both in and outside the organization.	<u>25%</u>
TOTAL	100%

A. Ordinary Conversation skills to exchange routine information and maintain harmony among work associates.	<u>25%</u>
B. Providing well developed verbal skills to present and Exchange technical or complex information with Individuals or small groups.	<u>20%</u>
C. Highly developed verbal skills required to communicate Technical concepts or ideas to large groups. Skilled at Influencing the behavior of others.	<u>20%</u>
D. Strategy to develop relationships in difficult situations. Convincing others and persuading them to decision or Action in both small and large settings.	<u>35%</u>
TOTAL	100%

WORK ENVIRONMENT

Performance environment measures special job demands which contribute to the difficulty of your work assignments. Tight Deadlines, quotas, heavy or uncontrolled work flow and the need to make immediate judgement calls all relate to your performance environment. Every job has measureable disturbances and interruptions that require the need to shift attention while making deadlines.

Rate these Performance Environment Issues on a Scale of 1 – 5 with 1 being the least common in your job and 5 being most common in your position.

Interruptions	1	2	3	4	(5)
Deadlines	1	2	3	(4)	5
Uncontrollable Workflow	1	2	3	4	(5)
Attention to Detail	1	2	3	4	(5)
Irregular work hours	(1)	2	3	4	5

(overtime/weekends/excessive travel)

List the physical work environment conditions you are exposed to including: extreme cold, heat or noise; working outdoors; chemicals; mechanical hazards or hazardous materials.

Type of Work Environment	Describe amount of time spent at this
Setting at Computer	90%
Walking	5%
Standing	10%
Working outside in freezing temps	0%
Working outside in temps over 90 deg.	0%
Lifting 40 lbs	2%

ACCOUNTABILITY

Describe the types of decisions you make, types of decisions referred to others, and how your work is assigned and reviewed.

Types of decisions made without prior approval: Describe your decision-making responsibilities. In addition, indicate the actions you take in order to facilitate the completion of your job. *For example: "Decide which overnight delivery service is used based upon price and service."*

What specific decisions do you make without obtaining prior approval?

Initiating case files and entering crime information into JJIS when received from law enforcement, preparing summons of court hearings for service by the Sheriffs Office once court dates are scheduled, distributing discovery per statute when received, scheduling intake appointments for juveniles after case file is prepared, electronically encrypt and distribute juvenile offender reports to schools per statute, preparing judgment and orders of expunction records when request is received, All office management functions and procedures

Types of decisions referred to a higher authority: Indicate the authority you receive direction from (*most likely the lead person or immediate supervisor*), how that individual provides instructions (written procedures, verbal, other), who reviews and approves your work and who would you go to if there was a question. *For example: "Work directions are given orally by the supervisor (title) and by written guidelines and the supervisor answers format questions."*

What specific decisions do you refer to a lead person, supervisor, or manager?

Decisions relating to juveniles taken into custody and the decision to be transported to a correctional facility are referred to Juvenile Director. Juvenile Director will determine along with DDA if there will be petition filing relating to criminal charges, director will then inform me of legal documents that need prepared either verbally or by email.

ACCOUNTABILITY - CONTINUED

Describe the way in which your work is assigned and reviewed. Describe the frequency and type of guidance provided by your supervisor.

Supervision Received:

How are your work assignments received?

My work assignments come to me from law enforcement reports. When police reports are received in the office, I initiate the legal process by entering them into JJIS, I do this with no supervision. As the case proceeds it is given to the juvenile director. There are varying degrees of supervision depending on the process needed for particular cases. I also receive items from the juvenile director either by email, phone calls or in person. Assignments for other legal documents are given to me by the juvenile director for preparation, they are checked by the director and then submitted to the district attorney. When I receive a motion of expungement from a juvenile either in person or by mail, I complete this entire process unsupervised delivering to the district attorney office for their part and then complete it when the judge has signed off. Preparing and maintain case files as cases come into the office, I do this unsupervised. I am responsible for all case file retention as per ORS statute and do this unsupervised.

Who reviews your work?

Juvenile Department Director

How often is your work reviewed?

Yearly, in terms of formal review but ongoing in terms of day to day operations.

POSITION RESOURCES

Identify the procedure manual, references, tables, laws, rules, etc. used to assist you in performing your duties and responsibilities (e.g., contracts, administrative regulations).

Reference Title	Reason
Criminal Code of Oregon	Statute, criminal procedure and time lines, fines, Juvenile code of Oregon, stature for preparing legal documents
Family Laws of Oregon	Statute, state procedures
JJIS user and reports manual	Preparing quarterly, yearly, and school reports. Maintaining JJIS
Safety Manual	Office management
Union Contract, Employee Handbook	Day to day office management
Oregon Crime Victim and Survivor Services website with Oregon Department of Justice	Victim and department resources, services, and rights
Oregon Youth Authority website	Resources and legal guidance and regulations
Central and Eastern Oregon Juvenile Justice Consortium website	Support for youth and families Services and resources

ADDITIONAL INFORMATION

Please use this space to provide any additional information relevant to your application for reclassification.

I have provided copies of the job description that was available at the time of my application and the updated description in 2014. I have also provided copies of the job description that was reclassified for legal secretary in 2014 with an updated 2019. A pamphlet explaining victim rights and information.

NECESSARY FORMS AND DOCUMENTS

The following materials are needed along with the employee's application in order for the reclassification application to be complete.

- a. **Completed application with all necessary signatures and comments.** Deliver application, and proposed job description to your Supervisor or department head for their signature and comment and they will deliver completed application to Human Resources.

***** Please make Job Description changes in Red.***

Note: A request for reclassification received by Human Resources before January 31, 2019 will be effective July 1, 2019 for the Fiscal year. For the purposes of this rule a request shall be interpreted as a completed Application for Reclassification that has been signed and submitted by the employee.

APPLICANT'S ACKNOWLEDGEMENT

PLEASE READ CAREFULLY

I certify that all of the statements made on this application are complete and correct to the best of my ability. I understand that this request will be reviewed by Human Resources, Finance Director, and the County Administrator. I further understand that Human Resources may modify my reclassification and salary range. Based on the application, the supervisor's recommendation, Human Resource's classification report, and approval of the Board of Commissioners, the decision of the County shall be final.

Signature of Applicant: _____

Date: 1/29-2019

TO BE COMPLETED BY THE EMPLOYEE'S SUPERVISOR(S), DEPARTMENT HEAD

INSTRUCTIONS: Review the completed application in particular the duties and responsibilities described by the employee. Please comment on the accuracy of this application and sign below.

Attach additional comments if necessary.

NOTE: Reclassification should be based on the level of responsibility and scope of the applicant's position not as a method of reward for performance or outstanding achievement. Only consider the absolute necessary knowledge and abilities essential to perform the duties and responsibility of the position. The signatures of the supervisor(s) or department head do not indicate agreement with the applicant's request.

SUPERVISOR'S COMMENTS: *(Applicants with more than one supervisor must have each supervisor comment on the reclassification application.)*

SIGNATURE OF SUPERVISOR _____ DATE _____

DEPARTMENT HEAD COMMENTS:

I support this application for reclassification. Since the change-over to Circuit Court [REDACTED] amount of legal paperwork has increased dramatically. Prior to that [REDACTED] did legal paperwork but it was more limited than it currently is. With the Circuit Court proper Affidavit, Motion AND Orders need prepared vs. just the Order previously. In addition with the retirement of the person in the Assistant to the Director position and subsequent creation of a Probation Counselor position in lieu of it, this too has increased [REDACTED] responsibilities. In essence they have doubled as there are two of us managing cases instead of just one of us. As such, [REDACTED] schedules for both and prepares legal documentation for both of us. I review all legal documents whether completed by the Office Support Specialist or the Probation Counselor. We have always practiced cross training in our office as it was very compartmentalized when I arrived in January of 2008. So there are naturally duties that have an overlapping characteristic to them including

use of a new data management system we have had to learn as a result of the Circuit Court change. In addition to this [redacted] has wholeheartedly taken on the victim's impact piece of our department as well as file retention which were predominately done previously by the Assistant.

[redacted] has also become trained at the highest level possible regarding Juvenile Justice Information System reports. With the ongoing changes at the State level (Oregon Youth Authority), we too have to adjust at the County level since we do work so closely with them. [redacted] is the only Juvenile Department staff trained at that highest level in JJIS reports having attended a three day training in person. [redacted] mastery of data systems continues to be an ongoing asset to the Juvenile Department. Having discussed this at [redacted] annual performance evaluation, I did note that the job [redacted] does is best reflected by the job description of Office Manager/Legal secretary. In fact, in my previous County there was an Office Support person AND a Legal Secretary/Office Manager position. Also something [redacted] didn't go much into here is [redacted] mentoring of the new Probation Counselor and helping [redacted] with all the day to day learning that the position requires. I've maintained for a long time that the PC position is a 3-5 year curve at best so having [redacted] assist [redacted] has been invaluable to me. [redacted] has a history of helping others though as was evidenced in [redacted] assisting [redacted] with the BOC paperwork from time to time. Lastly, as I look around the County at various offices I do note the difference in job titles/descriptions even though a lot of the work may be very similar. The fact that this position hasn't changed (on paper) since 1992 is quite telling to me given all the changes we've seen in just the last two years.

SIGNATURE OF DEPARTMENT HEAD Jan Meier DATE 1/29/19

HUMAN RESOURCES JOB DESCRIPTION JOB MEASUREMENT FINDINGS

SIGNATURE OF HR DIRECTOR _____

DATE _____

REVIEW PANEL COMMENTS:

SIGNATURE OF PANEL SPOKESPERSON _____

DATE _____

FINAL NOTES

DATED _____

JOB DESCRIPTION

Date Prepared: **January 2019**

Juvenile Office Assistant

Position Title: **Legal Secretary/Office Manager/Victim Relations**

Department: Juvenile Department

Supervisor: Juvenile Director

Position Overview: Under the limited supervision of the Juvenile Director, the Legal Secretary/Office Manager assists the Juvenile Director **and the Juvenile Probation Counselor with managing schedules**, coordinating meetings and travel, answering phones, and communicating with clients. Providing administrative assistance to legal staff in the office, including the use of office systems, **Administrator of new case management system, JJIS Administrator**, filing protocols and **docket procedures**. In addition, this position is responsible for managing and implementing the expunction of records and **completing legal documents**.

Resources Influenced:

Annual Operating Budget:

Total Employees in your chain-of-command: 0

Reporting Positions:

Working Environment: Work is performed mostly in the office of the Morrow County Juvenile Department.

Qualifications:

1. Education - Associate's degree or equivalent with emphasis in office management.
2. Experience - Prefer three years' experience in office and secretarial work, two years preferred to have been in a legal or law enforcement office.
3. Equipment Used – Computer and printer, copy machine, typewriter, multi-line telephone, scanner, postage meter, FAX machine, and printer.
4. Working knowledge of legal terminology.
5. Ability to develop a working knowledge of various state and federal laws, regulations and guidelines relating to the Juvenile Department.
6. Ability to learn and utilize various software programs for a variety of office function.
7. Ability and skill to compose and type correspondence from the Juvenile Department.
8. Ability to use accepted accounting procedures.
9. Ability to learn and implement the procedures and practices of the Juvenile Department
10. **Knowledge of Odyssey/OJCIN as a result of Circuit Court change over.**
11. **Ability to make independent decisions and solve problems pertaining to the Juvenile Department.**

12. A thorough knowledge of secretarial techniques, procedures and the ability to implement them.
13. The ability to explain complex issues in situations which are sometimes adversarial.
14. Ability to effectively use oral and written communication in the performance of duties and responsibilities.
15. Ability to learn and implement county procedures, regulations and requirements with respect to procurement, **budget**, safety, operations and organization.
16. Possession of or ability to obtain, within 30 days of hire, Law Enforcement Data System (LEDS) certification as well as Notary Public.
17. Ability to become JJIS certified as Administrator and Security Coordinator.

Essential Job Functions

Physical:

1. Ability to lift 40 pounds (box of paper).
2. Ability to sit for extended periods of time.
3. Ability to word process at 40 wpm.
4. Regular and predictable attendance.
5. Ability to enter and retrieve data from County computers and software.
6. Ability to answer phones and transfer calls if appropriate.

Mental:

1. Ability to read, write and comprehend English.
2. Ability to work with customers in occasionally stressful situations **and deal calmly with clients who may be violent or agitated.**
3. Ability to perform basic math functions.
4. Ability to maintain confidentiality
5. Ability to greet customers in the office and on the phone in a courteous and professional manner.

Job Duty Outline:

- I. Manage the office functions and procedures of the Juvenile Department.
 1. Provide administrative support for the Juvenile Director **and Juvenile Probation Counselor.**
 2. Respond to informational inquires from the public, agencies and organizations.
 3. Distribute Mail.
 4. Manage the office supplies and materials.
 - a. Manage inventory of office supplies and materials.
 - b. Order supplies and materials as needed.
 5. Submit and sign claims for payment.
 6. Maintain inventory of office equipment.
 7. Maintain and monitor department budgets.
 8. Answer main phone line.
 9. Respond to the public, in person, on the phone and in writing in a professional, courteous and helpful manner.
 10. **Manage schedules, including trial dates and hearings.**
- II. **Manage and maintain the Juvenile Justice Information System (JJIS)**
 1. **JJIS Administrator in charge of maintenance; searches; importing court events,**

- reports; daily event entries; reports; sentencing data entry; discovery entry; and discovery fee collection and deposit with County Treasurer.
2. Prepare statistical reports according to guidelines and regulations.
 3. Input and upload data as required into JJIS.
- III. Prepare and maintain case files
1. **Odyssey/OJCIN data manager**
 2. Collect reports, citation, and other relevant documents from various police agencies and the various Sheriff's Departments.
 3. Submit appropriate documents to the District Attorney's office.
 4. **Prepare and include any legal documents or other correspondence pertaining to the case.**
 5. **Ability to draft court orders for attorney review and filings.**
 6. **Complete all discovery documents for legal defense counsel as required by law and assure compliance to the discovery statute.**
 7. **Draft Legal Orders, Dispositions, Affidavits and Motions as required for Circuit Court.**
 8. Create and maintain files for all violations, misdemeanors and felony cases.
 9. Prepare summons to court and a subpoena, if needed.
 10. **Prepare documents and deliver to Sheriff's Office for service.**
 11. **Prepare documents relating to charges, sentencing, show cause, warrants and subpoenas.**
 12. **Process and facilitate all transports, detainers and extraditions.**
 13. **Prepare type and file legal documents and files pertaining to the case with appropriate Courts.**
 14. **Managing records retention per statute.**
- IV. Prepare and maintain ledgers of court order for each case.
1. Send time sheets to the agencies or organizations that will be supervising community service assignment.
 2. Develop and maintain files of fines and restitution orders levied and paid.
 - a. Submit fine and restitution payments to Circuit Court for disbursement.
- V. **Manage notifications and correspondence with victims.**
1. **Per statute maintain victim records and notification to victims per ORS.**
 2. **Notification of rights to victims.**
 3. **Work with Victims Advocate to collect and distribute victim information.**
 4. **Prepare initial contact with victims.**
 5. **Notify victims advocate and victims of hearings per statute.**
- VI. Manage and implement Expunction of juvenile records and files.
15. Monitor schedule and deadlines.
 16. Notify District Attorney's office of request for expunction of records.
 17. **Prepare order and judgment for expunction to District Attorney's office.**
 18. Send order with cover letter to each agency involved with the case.
 19. Receive response from involved agencies.
 20. Send client a list of complying and non-complying agencies.
- VII. Department Organization
1. **Assist with adjudicatory (trial) preparation as requested.**
 2. Ability to manage and maintain sensitive and confidential information.
 3. **Basic knowledge of principles, practices and procedures of the judicial system.**
 4. **Create and maintain reminders for subpoenas, motion deadlines and all other**

time sensitive processes.

5. Ability to organize and prioritize work.
6. Respond to informational inquiries from the public, agencies and organizations.
7. **Create and maintain all dockets.**
8. **Generate a variety of reports required of the Juvenile Department.**
9. Ability to establish and maintain cooperative working relationships with co-workers, **the public, law enforcement agencies, interpreter services, court staff and defense attorneys.**

JOB DESCRIPTION

Date Prepared: December 2014

Submitter Evaluated on this Job Description every year

Position Title: Office Support Specialist

Department: Juvenile Department

Supervisor: Juvenile Director

Position Overview: The Office Support Specialist, under the limited supervision of the Juvenile Director, is responsible for the administrative organization of the Morrow County Juvenile Department office. This includes records, financial files and reports, correspondence and clerical/ receptionist responsibilities. In addition, this position is responsible for managing and implementing the expunction of records and completing other legal documents.

Resources Influenced:

Annual Operating Budget:

Total Employees in your chain-of-command:

Reporting Positions:

Working Environment: The work and responsibilities are performed mostly in the office of the Morrow County Juvenile Department.

Qualifications:

1. Education - Associate's degree or equivalent with emphasis in office management.
2. Experience - Three years experience in office and secretarial work, two years of which must be in a legal or law enforcement office.
3. Equipment used - Computer, telephone, typewriter, printer, postage machine, copy machine, scanner, FAX and assorted tools.
4. Working knowledge of legal terminology.
5. Ability to use accepted accounting procedures.
6. Ability to make independent decisions and solve problems pertaining to the Juvenile Department.
7. A thorough knowledge of secretarial techniques and procedures and the ability to implement them.
8. The ability to explain complex issues in situations which are sometimes adversarial.
9. Ability to learn and utilize various software programs for a variety of office functions.
10. Ability and skill to compose and type correspondence from the Juvenile

- Department.
11. Ability to develop a working knowledge of various state and federal laws, regulations and guidelines relating to the Juvenile Department.
 12. Ability to effectively use oral and written communication in the performance of duties and responsibilities.
 13. Ability to learn and implement county procedures, regulations and requirements with respect to procurement, budget, safety, operations and organization.

Essential Job Functions

Physical:

- Ability to lift 40 pounds (box of paper).
- Ability to sit for extended periods of time.
- Ability to word process at 40 wpm.
- Regular and predictable attendance.
- Ability to enter and retrieve data from County computers and software.
- Ability to answer phones and transfer calls if appropriate.

Mental:

- Ability to read, write and comprehend English.
- Ability to perform basic math functions.
- Ability to comprehend complex issues and commit these issues to writing.
- Ability to maintain confidentiality.
- Ability to greet customers in the office and on the phone in a courteous and professional manner.
- Ability to work with customers in occasionally stressful situations.

Job Duty Outline:

- I. Manage the office functions and procedures of the Juvenile Department.
 - A. Provide administrative support for the Juvenile Director.
 - B. Respond to informational inquiries from the public, agencies and organizations.
 - C. Distribute mail.
 - D. Manage the office supplies and materials.
 1. Maintain inventory of office supplies and materials.
 2. Order supplies and materials as needed.
 - E. Submit and sign claims for payment.
 - F. Maintain inventory of office equipment.
 - G. Maintain and monitor department budgets.
 - H. Answer phone line.
 - I. Respond to the public at the counter.
- II. Manage and maintain the Juvenile Justice Information System (JJIS).
 - A. Prepare statistical reports according to guidelines and regulations.
 - B. Input data as required into JJIS.

- III. Prepare and maintain case files.
 - A. Copy police report, citation and other relevant documents.
 - B. Submit appropriate documents to the District Attorney's office.
 - C. Prepare summons to court and a subpoena, if needed.
 - D. Draft Order and Disposition.
 - E. Mail summons.
 - F. Obtain Judge's signature on Order.
 - G. Prepare correspondence for case.
 - H. Prepare and include any legal documents or other correspondence pertaining to the case.
- IV. Prepare and maintain ledgers of court orders for each case.
 - A. Send time sheets to the agencies or organizations that will be supervising community service assignment.
 - B. Develop and maintain files of fines and restitution orders levied and paid.
 - 1. Submit fine and restitution payments to Clerk's office for disbursement.
- V. Manage and implement the expunction of juvenile records and files.
 - A. Monitor schedule and deadlines.
 - B. Notify District Attorney's office of request for expunction of records.
 - C. Submit order for expunction to the Judge for approval and signature.
 - D. Send order with cover letter to each agency involved with the case.
 - E. Receive response from involved agencies.
 - F. Send client a list of complying and non-complying agencies.
- VI. Department Organization
 - A. Communicate with other department employees to effectively and efficiently coordinate work programs.
 - B. Communicate with employees from other departments and agencies in order to coordinate and implement the work program.
 - C. Communicate with members of the general public in order to coordinate work programs and provide appropriate information about county activities.





Oregon Juvenile Justice Information System Policy Statement

Subject: III – Governance and Administration

Section: A — Access and Security

Policy III-A-2 — User Security

Approved:  Christina McMahan, Co-chair JJIS Steering Committee	Effective Date:	6/1/2018
	Supersedes:	4/18/2012
	Date of Last Review/Revision:	5/25/2018
 Peter Sprengelmeyer, Co-chair JJIS Steering Committee	REFERENCE: OAR 416-180-0000, Administration of JJIS OAR 416-180-0050, Security of Information JJIS Policy — Privacy & Protection of Confidential Information in JJIS	

PURPOSE:

To articulate security standards for access and use of the Oregon Juvenile Justice Information System (JJIS), to include clarification of (1) standards for authorization and revocation of access; and (2) consequences for violations of security.

DEFINITIONS:

JJIS User — an individual who is authorized to view or enter information in JJIS, JJPS, or JPAS

- JJPS User — a public safety agency employee who is authorized to access the Juvenile Justice Partner System (JJPS) to only view the status of youth cases and releasable, non-confidential information
- JPAS User — an OYA contracted service provider employee who is authorized to access the Juvenile Provider Access System (JPAS) to facilitate the referral, screening, and placement process

JJIS Youth Worker — a JJIS user who has an assigned youth caseload

JJIS Data Steward — OYA's Information Systems Chief Information Officer, responsible for the high-level administration and security of JJIS

JJIS Security Officer — OYA staff member responsible for overseeing JJIS security protocols, consistent with JJIS policies and the direction of the JJIS Data Steward

Local JJIS Security Coordinator — an OYA or county primary or back-up contact for administering and supporting JJIS security guidelines

JJIS Internal Partners — Oregon Youth Authority and county juvenile departments whose employees directly record data, report information, or manage youth caseloads using JJIS

POLICY:

JJIS External Partners — other public and private agencies that work with youth served by the county juvenile departments and the Oregon Youth Authority and have been authorized to have access to JJIS

General Policy

Information in JJIS is confidential unless considered public information pursuant to Oregon Revised Statute (ORS) 192.410 to 192.505; 419B.035; 419A.255.

JJIS users will comply with all federal, state, and local laws regarding public information and confidentiality, as well as information technology standards set forth by the Oregon Legislature, the Department of Administrative Services, and the Oregon State Police Criminal Justice Information Services Division

JJIS data is under the jurisdiction of all county juvenile departments and the Oregon Youth Authority. JJIS users have an ethical responsibility to the multiple jurisdictions whose data are contained in JJIS.

To protect the integrity of the system, JJIS users will conform to system security measures, as defined by JJIS policies and procedures and implemented at the local level through related procedures.

JJIS users are responsible for all transactions entered under their JJIS log-on and will not share their user name or password with anyone.

To preserve the anonymity and confidentiality of youth information, users will not leave their computer or electronic device screen unattended or accessible for unauthorized use or viewing by the public or any other unauthorized persons.

JJIS users are required to agree to security declarations included in a JJIS user security agreement prior to receiving access to JJIS and on an annual basis. Access to JJIS may be revoked if a user does not adhere to the standards in this policy or the user agreement.

Access to Youth Records

Workers who are assigned to work with a youth have access to the youth record consistent with the worker's security roles. Workers are considered assigned to a youth when they:

- are recorded as an active worker on the youth record;
- work in the same office as the assigned worker; or
- work in a facility in which the youth is currently admitted and they have a specific direct working relationship with that youth.

A worker may also have an otherwise authorized work-related reason to access a specific youth record or specific information on a youth's record. However, authorized work-related reasons do not extend to all youth in the office or facility where a worker works. Accessing a case where the worker does not have a direct relationship to work with that specific youth is not considered an authorized job task, and may be subject to a JJIS security violation review.

Temporary Assignment to Youth Records

Workers who are not assigned to work with a youth may have a legitimate need to view and update youth information consistent with their security roles (e.g., detention intake screening, close custody transport, business analysis, or user assistance). Workers who need access to the record of a youth to whom they are not assigned may grant themselves temporary assignment for 24 hours. JJIS tracks temporary assignments

Confidentiality and Appropriate Use

JJIS information will be used only for legitimate law enforcement and juvenile justice purposes, or as otherwise allowed by state and federal statute. JJIS information should be conveyed only in a secure and appropriate manner.

No individual can seek, obtain, use, or release information from JJIS for private or personal reasons.

Viewing information in JJIS is the equivalent of viewing information in a hard copy file. JJIS users will seek, obtain, and use only the minimum amount of information needed to accomplish an authorized job task.

Some information in JJIS can be marked as protected information. Use of the protection indicator does not restrict access to cases, but it does initiate an automatic entry on log that tracks access to protected information. (See JJIS policy on "Privacy and Protection of Confidential Information".)

Users seeking public information for uses other than an authorized job task should request and obtain the information from their local JJIS Security Coordinator. The Security Coordinator will review the request and respond consistent with local and JJIS policies on public information.

JJIS information can only be viewed and released subject to agency and JJIS policy. Unless otherwise provided by JJIS policy, information on youth with active cases should be released only by the agency with jurisdiction or physical custody, and in accordance with prevailing state and federal statutes. Disclosure of information on youth with a closed case is also subject to agency policy and must be in accordance with prevailing state and federal statutes. Unless otherwise provided by JJIS policy, confidential information should be released only by the agency that entered the information into JJIS.

Any information in JJIS that relates to the past, present, or future physical or mental health condition of an individual, the provision of health care to an individual, or the payment for the provision of health care to an individual (known as "health information") is considered confidential under the federal Health Insurance Portability and Accountability Act (45 CFR Parts 160 and 164) (HIPAA). Disclosure of health information which is not otherwise allowed or required by state or federal law may be a serious violation and subject to criminal investigation and prosecution by the State of Oregon and by the federal government.

Electronic Disclosure of JJIS Information

Some JJIS features create automatic email notifications to designated users, (for example, Youth Incident Report notifications). JJIS users will adhere to JJIS and local agency policies regarding access, disclosure, confidentiality, and security when retrieving and disclosing any juvenile records contained in JJIS into a report, document, screen print, email, or other electronic format.

JJIS security protections that safeguard confidential juvenile records do not exist in various email and external electronic systems such as smartphones and tablets. Dissemination of these records by other electronic format increases a risk of inappropriate disclosure. To limit this risk, juvenile records referenced in an email or other electronic format will adhere to the following guidelines:

- **Identity of the Recipients**

When an email contains youth information obtained from JJIS, whether or not it contains personally identifiable information about a youth, the names of the sender and all recipients of the email must be clearly visible on the email. Any group distribution must clearly identify the members of the distribution group. The use of blind copy, generic group distribution, or any other means that masks the identity of a recipient is prohibited.

- **Content Guidelines**

Confidential youth information will not be disclosed via text messaging.

Medical information will not be sent by email, text messaging, or any other electronic format unless that format adheres to federal and state requirements and includes adequate transmittal protections, such as encryption.

Local agency policy may have additional guidelines and may be more restrictive.

Conflict of Interest

Employees are prohibited from using the JJIS system or data for their own interest, advantage, personal gain, or for any private purpose.

Notification of Supervisor

To support appropriate use and avoid potential conflicts of interest, employees with access to JJIS will notify their immediate supervisor if expected to work on a case where the employee has a close personal relationship with a youth or an associate of a youth in JJIS.



Human Resources

P.O. Box 788 • Heppner OR 97836
(541) 676-5620

Karmen Carlson
Human Resources Director
kcarlson@co.morrow.or.us

Reclassification Request – [REDACTED]

March 6th, 2019

Thank you for your detailed Reclassification Request

Your request was studied in depth and an evaluation of the updated job description was done with Morrow county's current adopted tool, JobMeas©.

Based on reference of a Legal Secretary in your reclassification request the County has reached out to three other Counties and requested information on the differences between the Job Description of Legal Secretary in the District Attorney's office and Secretary in the Juvenile Department. These findings are described as follows:

- Sherman County has a Legal Assistant/Paralegal and no Juvenile Assistant
 - The Paralegal serves in a more advanced position and the pay scale is \$3552-\$4762
- Douglas County has Legal Assistants that are classified by two steps in the Juvenile Department and three steps for District Attorney Assistants. All positions are based on the same knowledge and job duties and are stepped according to years of education, training, and experience.
 - Juvenile Legal Assistant 2 (4+years) pay scale of \$2627-\$3763
 - DA's Legal Assistant 2 (4+ years) pay scale of \$2627-\$3763
 - DA's Legal Assistant 3 (5+ years) pay scale of \$2790-\$3988
- Baker City has an Office Manager 2 in the Juvenile department and a Legal Assistant in the District Attorney's office. The weight of the Office Manager 2 position shows that this employee is required to Manage an employee as well as direct support to a department supervisor. Their legal Assistant job description shows independent drafting of legal documents.
 - The Office Manager 2 position shows a pay scale of \$2889-\$3513
 - The Legal Assistant position shows a pay scale of \$2952-\$3585

Based on the JobMeas© evaluation system and the comparable Job Descriptions used in the Reclassification request, the Juvenile Department Office Support Specialist remains in Pay Range 8 with a scale of \$3073-\$3922.

If you are not satisfied with this decision, you may pursue a Request for Review, as outlined in the Morrow County Personnel Policies, Section 6.4.

If you have questions regarding the process, please feel free to meet with me for discussion. Thank you again for your request.

Karmen Carlson
Human Resources Manager
Morrow County Oregon

•• JOBMEAS™ is a tool for evaluating job descriptions for placement on a pay scale. This tool is a product of Jacobsen, Betts and Company of Seattle, WA. This tool is a mathematically and statistically based spreadsheet that allows for the comparison of duties and skills as job factors.

Fri 4/26/2019 11:44 AM

I have a couple questions/comments before tomorrow.

1. Can you let me know the process or actions you are performing to assess the factors identified to be evaluated incorrectly in the request for review?
2. In the notice for application to reclassify it states there is a three year waiting period to reapply, can you tell me where you got that information? I have read through the personnel policies and I cannot locate that information.

I would also like to add I believe the market data to be incorrect due to the fact no other county used in the salary survey has a position with like job title and job description.

As per article 6 of the Morrow County Personnel Policies amended March 2017

The purpose of a classification plan:

- To provide like pay for like work.

We have within the county a Job Title/Description that equally matches the duties performed by my position. I would argue my position is at higher risk of danger due to the nature of the subjects the juvenile dept deal with on a daily basis with no law enforcement or metal detector to safeguard this department from hostile persons entering.

- To standardize class titles such that each indicates a definite range of duties and responsibilities and has the same meaning throughout County employment.

“Throughout County’ take into consideration other like class titles within the county regardless and in the event other counties lack a position for comparison.

[REDACTED]

April 16, 2019

As per policy I would like to request review of the items submitted by Karmen Carlson of the JOBMEAS that was done for the position I have requested for reclassification.

1. The JOBMEAS was not done in respect to the actual duties outlined and performed in the updated job description and appears to have been taken from a previous job description that has not been re-evaluated since 1992.
 - a. I believe this, due to a past reclassification that was done in 2014 for a position within Morrow County that is similar to mine that was also at the same pay scale as mine. That position was reclassified to a Legal Secretary/Office Manager with a letter stating the position came out on the JOBMEAS to a level 10-11. When the JOBMEAS was done the title on it stated Legal Secretary/Office Manager. Since I began this process, I have been given two JOBMEAS neither of those have the requested title but rather my current title and/or another position within the department that no longer exists.
 - b. An updated JOBMEAS needs to be completed with involvement from the Department Director who knows the mental, physical, social, environmental, and accountability of the position.
2. Adequate input from my supervisor for the JOBMEAS was not taken into consideration to perform a knowledgeable JOBMEAS.
 - a. I believe this because my supervisor who has better knowledge of the quality and ability of my work was not adequately questioned or included in regards to the actual JOBMEAS nor was he presented with or given an explanation of the JOBMEAS. Since then he has completed a JOBMEAS with significantly different results. To my knowledge the HR director has never performed this process before and has little to no knowledge of the JOBMEAS or the position which I hold, and is not in my opinion, prepared to do so without input from the Department Director.
 - b. A more complete and thorough process would be to include the Department Head and/or actual supervisor in the process of completing the JOBMEAS.
3. The JOBMEAS was not presented to the BOCC for concurrence per Section 6.4 A Step 1
 - a. I believe this because I know for a fact it did not happen, I was emailed a letter of denial on March 18, prior to being presented to the BOCC for concurrence. On Wednesday March 20 HR presented the letter of denial to BOCC without even requesting concurrence.
 - b. Policy and procedure should be followed per updated version of the March 2017 amended Morrow County Personnel Policies. Also changes that are made should follow historical action to include discussion with employee union representatives (see County minutes March 20, 2013 Personnel & Benefits; County minutes April 24, 2013 page 6 Old Business; County Minutes June 26, 2013 page 4 Miscellaneous item 3; County minutes July 10, 2013 page 3 Personnel Update; County minutes Dec. 11, 2013 page 1 Department Reports-Personnel Update, more items available on request) along with notification provided to each employee with a copy of these changes being mailed with paystubs. Per A1 P1 S1.4 *The County shall provide each employee with a copy of these policies and any amendments and shall make a record of receipt as provided in Appendix A.*

Respectfully Submitted



Fri 4/26/2019 11:44 AM

I have a couple questions/comments before tomorrow.

1. Can you let me know the process or actions you are performing to assess the factors identified to be evaluated incorrectly in the request for review?
2. In the notice for application to reclassify it states there is a three year waiting period to reapply, can you tell me where you got that information? I have read through the personnel policies and I cannot locate that information.

I would also like to add I believe the market data to be incorrect due to the fact no other county used in the salary survey has a position with like job title and job description.

As per article 6 of the Morrow County Personnel Policies amended March 2017

The purpose of a classification plan:

- To provide like pay for like work.

We have within the county a Job Title/Description that equally matches the duties performed by my position. I would argue my position is at higher risk of danger due to the nature of the subjects the juvenile dept deal with on a daily basis with no law enforcement or metal detector to safeguard this department from hostile persons entering.

- To standardize class titles such that each indicates a definite range of duties and responsibilities and has the same meaning throughout County employment.

“Throughout County’ take into consideration other like class titles within the county regardless and in the event other counties lack a position for comparison.

[REDACTED]

May 13, 2019

Request for Review to elaborate in person

Present: Karmen Carlson,

Darrell Green, Shelley Wight

I feel my reclassification has not been given fair consideration of the huge evolution this position has taken since 1992 with even greater responsibility in just the last two years.

With the Juvenile Department moving from County Court to Circuit Court along with added responsibilities from the retirement of one position (whose duties I have been assigned) and the added responsibilities brought on by an additional counselor with court hearings, documents, and schedules. I have been working at a step 10-11 since the beginning of 2017, with this position not having gone through a reclassification or any type of step increase since 1992.

My impression is that you have worked hard at trying to prove my position and duties are not equal to a step 10-11 and I'm asking how much you have considered that in fact the work I do is equal and of comparable character to the DA Legal Secretary/Office Manager position that has been given a reclassification of a 10-11 and actually received a step 10?

The County requires the same experience and or training from both position and require the same skills.

When I came to you requesting why my JOBMEAS came out as unchanged you advised me that the reasons were due to your conversation with Richard Tovey from the DA office suggesting that the duties of their office secretary had "more responsibility". I am including with my elaboration today an email from Mr. Tovey clarifying that misunderstanding and relating that the "volume of cases that are handled not so much responsibility" and that "volume shouldn't be a factor versus actual assigned duties"

See email following

From: Richard Tovey
Sent: Tuesday, May 07, 2019 2:33 PM
To:
Cc: Tom Meier
Subject: RE: seeking clarification

To be honest, I do not recall what I said that would have come out as "more responsibility", so I am sorry that I am not much help. I know in talking to Tom after that call I remember that I discussed with him more regarding volume of cases that are handled not so much responsibility. Which, in the end, I think Tom and I were on the same page that volume shouldn't be a factor versus actual assigned duties. So in remembering that discussion with Tom, that may have been what I spoke to her about but again I just do not recall.

Thanks-
Rich

Richard S. Tovey
Deputy District Attorney/ County Counsel
Morrow County District Attorney's Office
P.O. Box 664
Heppner, OR 97836
(541) 676-5626

From:
Sent: Monday, May 06, 2019 11:08 AM
To: Richard Tovey <rtovey@co.morrow.or.us>
Cc: Tom Meier <tmeier@co.morrow.or.us>
Subject: seeking clarification

Richard,

I am sure you are aware I am going through the reclassification process. While speaking with Karmen she advised me the main reason my JOBMEAS came out at an 8 rather than a 10-11 as is the DA Legal Secretary/Office Manager position was due to questioning you and her understanding the legal secretary position in your office has more "responsibility" than the Legal Secretary/Office Manager position has in the Juvenile Dept. After going through the job description and duties outlined along with the required knowledge, education, and experience for both positions they are work of comparable character in all aspects.

I am seeking some clarification do to the fact she is using this as the main reason given to me and others for how she filled out the JOBMEAS and in turn denying my application for reclassification. I am now in the process of request for review.

Your help in clarification of this matter would be welcome.

Appeal Committee

August 8, 2019

Committee Members:

Gayle Gutierrez, County Treasurer

Matt Scrivner, Public Works Director

Aaron Haak, Morrow County Sheriff Deputy

Karmen Carlson, Ex officio, Human Resources Director

Meeting Dates: July 29th, 2019 and August 5th, 2019

Findings: Recommendation to be brought to the Board of Commissioners for concurrence

Committee's action time: 30 days from Appeal Request

Discussion items:

To complete a JobMeas evaluation on the job description for reclassification request

To hear comment from the reclassification submitter

To take into consideration all information provided by both Human Resources and the submitter to make a recommendation to the Board of Commissioners regarding the reclassification request. The Appeal Committee is the fourth step in the Reclassification Policy. The appeal committee deliberation results are to be presented to the Board of Commissioners for concurrence.

Factors that were deliberated:

1. The requestors job description duties and the current job description
2. JobMeas calculations of the Requestors job description and the current job description
3. Salary Survey results from step two researched by Human Resources Director
4. Workload, document preparation, and the function of the position in the office

Committee findings and recommendation:

The appeal committee compared the requestors updated job description with the current job description. They found the additional duties and responsibilities in the requestor's job description are covered within the current job descriptions essential functions.

The committee was given JobMeas training prior to scoring. JobMeas was completed on the current job description and the requestors updated job description. JobMeas results were comparable for both calculations.

The committee reviewed and discussed the Salary Survey along with the workload, document preparation and the function of the position in the office.

The Appeal Committee recommends the position remain at the current scale 8 in the AFSCME General Union.

This decision is not intended to be an evaluation of submitters capabilities. Rather it is an assessment based solely on a comparison of position duties and responsibilities to the existing classification specifications. The best description of the overall duties and responsibilities of the submitter's position continues to be found in the current job description.

Next step:

Reclassification submitter will have 30 days upon delivery of the findings letter from the Appeal Committee, to request an appeal to the Board of Commissioners.



P.O. Box 788 • Heppner OR 97836
(541) 676-5620

Human Resources

Karmen Carlson
Human Resources Director
kcarlson@co.morrow.or.us

August 19th, 2019



Thank you for requesting the Appeal Committee to consider your Reclassification Request.

The appeal committee compared your updated job description with the current job description. They found the additional duties and responsibilities in your job description are covered within the current job descriptions essential functions.

The committee was given JobMeas training prior to scoring. JobMeas was completed on the current job description and your updated job description. JobMeas results were comparable for both calculations.

The committee reviewed and discussed the Salary Survey along with the workload, document preparation and the function of the position in the office.

The Appeal Committee recommends the position remain at the current scale 8 in the AFSCME General Union.

This decision is not intended to be an evaluation of your capabilities. Rather it is an assessment based solely on a comparison of position duties and responsibilities to the existing classification specifications. The best description of the overall duties and responsibilities of your position continues to be found in the current job description.

The next step in the Policy states that you have 30 days upon delivery of the findings letter from the Appeal Committee, to request an appeal to the Board of Commissioners.

Thank you,

Karmen Carlson

Human Resources Manager
Morrow County Oregon

August 22, 2019

Karmen,

I would like to appeal the decision of the Appeal Committee to the Board of Commissioners (County Court).

I would also like to request the information being presented and my addressing the Commissioners be done in Executive Session per rules listed below.

I.E.4.e.(2) Personal Privacy Exemption

I.E.4.e.(2)(a) Personal Information

I.E.4.e.(4) Confidential Submissions

Thank you,

Rec'd 8.22.19 9:52AM
Jan

Submitted in person August 22, 2019, at 9:55 am



Human Resources

P.O. Box 788 • Heppner OR 97836
(541) 676-5620

Karmen Carlson
Human Resources Director
kcarlson@co.morrow.or.us

August 28th, 2019



Thank you for request to appeal to the Board of Commissioners for the final review of your reclassification request.

I have reached out to our County Counsel to assist me in addressing your concerns. Please see attached letter from the District Attorney.

Based on the information presented by Justin Nelson, and per Policy 6.4, stating, "the Board of Commissioners will review the appeal request in a public meeting." I will be asking the Board on Wednesday, September 4th, 2019 to direct me in how they would like to receive their packet of information and verifying that they are all in attendance for September 11th for this discussion.

I will do my best to continue to accommodate your concerns. Please contact me if you would like to discuss further.

Thank you,

Karmen Carlson
Human Resources Manager
Morrow County Oregon



Office of the County Counsel

P.O. Box 664, Heppner, Oregon 97836
Telephone: (541) 676-5626
Facsimile: (541) 676-5660

Justin Nelson: County Counsel
Richard Tovey: County Counsel

August 30, 2019

TO: Karmen Carlson
Human Resources Director

FROM: Justin Nelson
Morrow County Counsel

RE: Executive Session

Human Resources Director Carlson,

You have requested that I review a request from an employee that a part of a reclassification appeal be held in Executive Session. In particular, the employee request states:

“I would also like to request the information being presented and my addressing the Commissioners be done in Executive Session per rules listed below.

I.E.4.e.(2) Personal Privacy Exemption

I.E.4.e.(2)(a) Personal Information

I.E.4.e.(4) Confidential Submissions”

Generally, the Morrow County Counsel does not handle human resource issues. Human resource questions are normally left to labor counsel. However, this is not a labor question itself, this is purely a public meetings and public records law question, and those are questions we answer on a weekly basis.

When considering this question, the first consideration is that the requester appears to have “Public Records Law” and “Executive Session Law” combined.

The citations cited by the requester only are considered if an individual makes a public records request. The list that the requester has given are for exemptions from the DISCLOSURE of documents made pursuant to a public records request. The only time these provisions would be considered as part of an executive session is if they are raised as an executive session to consider information or records that are exempt by law from public inspection.

The first thing to remember is that agreeing to enter a executive session is determine by the public body in

most cases. The exception can be the discipline of a public officer or employee, and in those cases the employee or public officer has the right to request it on open hearing. That is not this case. As a result, the requester in this matter does not have the ability to *require* that this matter be held in executive session. However, the requester can ask the Board to consider holding an executive session *if it applies*, and in this case solely under the provisions that the Board is considering items exempt from public records.

Personal Privacy Exemption: Are there documents that contain home address, age, weight, and telephone number? If so, those can be redacted and still in an open session. I believe this discussion should be solely limited to the position itself, and not the person, so I am not sure why there would even be personal information for the Board to consider.

Confidential Submissions: I do not believe that there was any statement or specification that documents for a reclassification would be considered confidential?

Per the Public Meetings Manual:

“There are no less than five conditions that must be met for the exemption to apply:

1. The informant must have submitted the information on the condition that it would be kept confidential.
2. The informant must not have been required by law to provide the information.
3. The information itself must be of a nature that reasonably should be kept confidential.
4. The public body must show that it has obliged itself in good faith not to disclose the information.
5. Disclosure of the information must cause harm to the public interest.”

I am not aware of anything in a reclassification of a job description or job classification that would be considered confidential. The reclassification itself is for the position, not the employee themselves. Information pertaining to: address, age, weight, social security number, phone number, etc. should be redacted from the Board meeting materials since they are not relevant for the consideration of a reclassification.

The requestor/employee has the right to make an executive session request to the Board of Commissioners, but that would occur either through a non-confidential letter (public document) and/or during an open session of the Board of Commissioners. Most likely during that meeting I would inform the Board of Commissioners of the same facts/laws that I have mentioned in this memo.

If you have any other questions please feel free to contact me,

Justin W. Nelson

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Appendices

ADVANCED DISCUSSION

JB

i

Introduction

Jacobson, Betts & Company

The Pay Determination Process

Using JOBMEAS™

JOBMEAS is a job evaluation methodology which supports the pay determination process and salary administration decision-making. The primary purpose is to enhance and stabilize judgments about the status and salary treatment of jobs within an organization.

JOBMEAS uses a point-factor technique to measure job content, thus enabling direct comparisons to be made among all jobs in quantitative terms. Five guide charts define the broad areas of measure which are applied to job content. Each chart contains two dimensions describing the broad area of measure. Each dimension contains a series of semantic definitions which are arranged in hierarchical order. Job content facts are then compared to the semantic definitions, producing a numerical value which considers the relative worth of the job to the organization and assures objectivity in the judgment process.

A. INTRODUCTION

Over the past half-century numerous job evaluation techniques have been developed by human resources practitioners and behavioral scientists for the purpose of establishing the worth of jobs relative to each other. While these techniques measure compensable job content factors differently, they are all similar in that they assume certain jobs to be more important to an organization's functioning than others, and, in that regard, have greater relative or comparable value. Job evaluation (measurement) provides the basis for extending pay-related judgements and explanations on why a laborer is of less relative value to the organization than the Manager of Purchasing and why that position is less critical than the Plant Manager. Job measurement techniques seek to provide an objective basis for understanding the pay relationships between these kind of jobs.

When employees are paid according to the relative importance of their jobs, they perceive their salary treatment as fair and equitable. Successful salary programs are built on this principle of internal equity: that salary levels should be proportional to relative internal job worth, thus maximizing satisfaction and stability within the work force.

While it may be obvious that the relative value of the Plant Manager is greater than the purchaser of raw materials and supplies for the plant, many other comparisons of jobs are not so easy. For the

computer software manufacturer, does the Software Designer or the Sales Representative in the field have greater value to the organization? In a hospital, how do we value a Registered Nurse vis-a-vis a Physical Therapist or an Accountant? In a city government, how would a Planner and a Civil Engineer compare? In a manufacturing setting, how about the Assembler and the Production Scheduler? These are all questions of judgment and regardless of the technique used, job measurement remains the application of human judgment to information about job content.

B. FORMAL EVALUATION PROCESSES

When large numbers of diverse jobs are evaluated, the human judgment process can be quite complex. A well-conceived job evaluation (measurement) plan will structure the judgment process to make sound comparisons and evaluations even in a large organization environment involving numerous departments, occupational fields, and managerial levels.

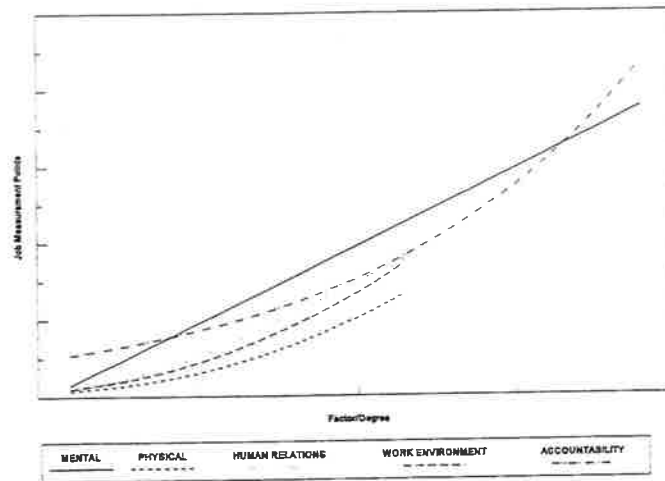
The **JOBMEAS** System and others like it, are all designed to manage the evaluation and salary treatment of large numbers of jobs. The primary differences among competing systems lie in the completeness and appropriateness of the broad areas of measurement, the accuracy and validity of the job measurement results, and the ease of administration.

C. THE **JOBMEAS**TM SYSTEM

The **JOBMEAS** system of evaluation achieves the elements which are critical to a sound measurement technique:

- ▶ **Enhancement of the Judgement Process.** **JOBMEAS** provides a language and framework for defining jobs, discussing job content in a meaningful way, and making valid comparisons by translating certain job content components to the measuring technique.
- ▶ **Stabilization of the Judgement Process.** **JOBMEAS** helps to ensure, given the same job content information, the inter-rater reliability is high. It simplifies the judgment process by providing discipline, clear measures, and controls to provide consistent judgments over time.

- ▶ **Optimal Weighing of Measurement Factors.** The guide charts are weighted to ensure that the relative worth of jobs, as measured by points, accurately reflects the relative importance of the individual factors comprising the whole job. The optimal weighing of factors also maximizes the ability of the total points assigned to a job, to project or predict salary levels.



- ▶ **Fairness.** JOBMEAS, by way of the design and quantification of the guide charts, provides assurance that the derived internal job worth treats all jobs equitably in-line with the values of the organization and recognized concepts of job design and classification.

JOBMEAS consists of five distinct job measurement guide charts. These charts have been designed to organize an evaluator's judgments in specific job content areas, through the use of semantic series which represent increasing levels of "value." The levels correspond to a numerical value, therefore, providing the descriptive job content considerations with a quantitative measure. The guide charts measure job content in the following broad areas:

Mental Requirements.

The know-how or learning development and the problem solving required by the job.

Physical Requirements.

The learned physical skills and physical effort demands required when performing job-related tasks.

Social Requirements.	The human relations skills and scope of contacts required to complete work.
Work Environment.	The work performance environment and the physical working conditions under which tasks are performed.
Accountability.	The level of accountability or professional development and/or work as well as the scope and magnitude of impact on the organization's functioning.

JOBMEAS is a straightforward system which enables evaluators to easily become skilled and others to readily gain appreciation of its design, function, and capabilities. It is not, however, self evident. It requires formal training, expert guidance, and experience to be properly applied.

JOBMEAS does not require the evaluator to directly compare or match jobs. Comparisons are made indirectly by using established rating scales that are a part of each factor. The rating scales contain a series of definitions, referred to as semantic series, to which job content information is compared. Each definition inside a rating scale carries a certain weight.

The weight is determined through an elaborate process of profiling jobs and establishing the relative importance of each rating scale to the total of all compensable factors. The weight is expressed as a number and is referred to as "points." Therefore each definition within each rating scale (five guide charts, ten rating scales) is associated with a point value. Jobs are rated by translating or fitting job content elements to the definitions along the rating scales and then assigning the corresponding points. The points derived from the rating scales are added to obtain a total point score. This number represents the relative or comparable worth of the job. The point value facilitates comparison of the elements found common in all jobs, ranking of jobs according to their "measured" relative value to the organization. The point value also provides linkage to other elements of salary administration such as salary structure development, job design, and organization/job sizing.

As mentioned above, each of the five guide charts or factors has two rating scales. Each scale represents a dimension of the factor. For example, the Mental Requirements factor has both the dimension of Learning Development or Know How and Problem Solving Challenges. Here is how it works:

- Step 1: Separate ratings are made for each dimension by aligning job content to the most appropriate definition on the rating scale.
- Step 2: The rating on each dimension enables a point value to be read off the guide chart. For example, a learning development rating of "D2" and a problem solving rating of "5 (data entry code)," on guide chart I-Mental Requirements, corresponds to a point value of 872.
- Step 3: When ratings are completed and applied to the five guide charts, the job receives a total point value representing its relative worth to the organization.
- Step 4: The guide charts offer flexibility to allow for gradations of judgment between those formally defined. In reviewing all jobs rated as "D" in learning development, some will undoubtedly appear to be of higher level, but not enough to be assigned to the next higher definition. **JOBMEAS** accommodates job content which is slightly or just noticeably stronger (or weaker) than the guide chart text portrays. A "1, 2, or 3" accompanying the "alpha" (e.g., C2) rating denotes this feature as does the corresponding higher (or lower) assigned point value.

The ability of **JOBMEAS** to recognize subtle differences and similarities among jobs not only enhances the credibility of the pay determination process but also facilitates other decisions such as the design of career ladders and complex organization structures.

The following chapters discuss the application of **JOBMEAS** in detail, including elaborations and examples pertaining to each semantic definition in each guide chart.

The following general principles must be followed when applying the **JOBMEAS** system of evaluation:

- The job is rated, not the incumbent.
- Ratings are based on the minimum requirements for the job at competent performance. Individual performance should not be a consideration.
- Ratings measure only job content. They should not be influenced by supply and demand problems, current or desired pay levels, staffing levels, or performance.

JB

I
Mental Requirements

Jacobson, Betts & Company

I. MENTAL REQUIREMENTS

This factor assesses the mental aspects of work. The factor is formally defined as follows:

The total mental capability required to learn and perform the job competently.

The two dimensions of mental requirements are **Learning Development**, which measures the level, breadth, and complexity of the body of knowledge required for the job, and **Problem Solving Challenge**, which refers to the complexity and difficulty of applying the body of knowledge in work situations. These dimensions are considered mental skill; and, mental effort respectively.

Learning Development

Learning Development refers to the understanding of practical, procedural, technical, specialized, or professional fields of study. For some occupations, this may mean such things as mechanical engineering, accounting, nursing, computer science, or marketing. It may also mean less tangibly defined knowledge derived from experience or aptitude, such as sales "savvy," in-depth knowledge of product lines or services, understanding of general manufacturing techniques, or command of administrative work methods. Some learning and knowledge can be obtained only through formal education (a Ph.D. in Physics), some either by formal education or practice (engineering), and some only by experience (salesmanship).

An important concept to emphasize here is the equivalency of work experience and formal education. Learning development refers to the sum total of every kind of mental discipline, however acquired. Many jobs requiring advanced knowledge can be and are handled extremely well by non-college graduates who have the fundamental intelligence and personality characteristics on which to have built a sound structure of specific work experience. Some jobs require industry-specific training where there is no formal schooling. Complete reliance on formal education can form an artificial bias and potentially be a source of discrimination.

When rating Learning Development, it is important to consider the following:

- ▶ diversity (comprehensiveness, scope, and variety as in different fields of knowledge) and
- ▶ depth (thoroughness) of knowledge.

The total knowledge should be considered in terms of "HOW MUCH KNOWLEDGE ABOUT HOW MANY THINGS."

Usually, the level of knowledge for a supervisory position is assumed to be at least at the level of subordinate positions, particularly because of the need to command supervisory techniques in addition to specialized or technical knowledge. However, there can be exceptions; for example, a research scientist could conceivably report to an administrative superior of lower specialization and technical skill level. The following paragraphs discuss each of the seven ratings for Learning Development in ascending order.

A. SUFFICIENT TO UNDERSTAND SIMPLE WRITTEN AND ORAL COMMUNICATIONS. BASIC UNDERSTANDING OF SIMPLE WORK PROCESSES, METHODS, OR EQUIPMENT. LEARNING DEVELOPMENT IS LESS THAN THAT REQUIRED FOR COMPLETION OF HIGH SCHOOL CURRICULUM.

Jobs rated at A in Learning Development are extremely basic in nature—requiring only elementary knowledge. Work is generally performed under specific instructions for simply defined tasks which can be learned in a matter of several days to a few weeks after a basic work indoctrination. They typically require formal schooling not higher than a junior high or partial high school education. No specific training or work experience is required to enter the job.

"A" level ratings typically include:

- ▶ (A1) Laborer-unskilled, Dishwasher
- ▶ (A2) Cashier in basic food service, Custodian
- ▶ (A3) Mail Handler (Courier)

B. SUFFICIENT TO READ AND WRITE TECHNICAL INFORMATION AND INSTRUCTIONS, PERFORM BASIC ARITHMETIC CALCULATIONS, UNDERSTAND COMMONLY USED PROCEDURES AND METHODS, OR OPERATE EQUIPMENT THAT REQUIRES SOME TRAINING. LEARNING DEVELOPMENT EQUIVALENT TO COMPLETION OF HIGH SCHOOL CURRICULUM.

Jobs rated at B are generally repetitive in nature, but require the application of basic language and/or arithmetic skills. Language skills are basic—sufficient to understand work instructions, safety rules, etc. Incumbents typically have completed high

school or equivalent to fill the job. Work routines may require the reading or writing of general instructions and standardized forms. There is usually a requirement for basic arithmetic manipulations: addition, subtraction, multiplication, division. Equipment and machines used in these jobs require brief training: stand-alone typewriters or personal computers for the same purpose, duplicating equipment, adding machines, telephone switchboards, keypunch machines, groundskeeping machinery, etc.

Examples of "B" level ratings:

- ▶ (B1), Food Service Worker, File Clerk, Maintenance Custodian, Mail Clerk, Automobile Servicer
- ▶ (B2), General Clerk-entry, Firefighter-entry, Groundskeeper, Receptionist, Production Assembler-entry
- ▶ (B3), Secretary-entry, Account Clerk-entry, Telemarketer

C. SUFFICIENT TO READ AND WRITE TECHNICAL INSTRUCTION, UNDERSTAND STANDARDIZED METHODS, OPERATE SPECIALIZED AND VARIED EQUIPMENT, PERFORM STANDARD MATHEMATICAL APPLICATIONS. LEARNING DEVELOPMENT INVOLVES THE EQUIVALENT OF SOME TECHNICAL OR VOCATIONAL TRAINING BEYOND HIGH SCHOOL, OFTEN RESULTING IN A CERTIFICATION.

Jobs at this level require the performance of involved and complex work procedures and/or the operation of varied and complex equipment. Language skills must be well-developed: sufficient to understand such material as machine use instructions, transcripts, diagrams, etc., and to write brief letters or work reports requiring proper grammatical construction. Arithmetic calculations involving fractions, decimals, percentages, etc., may be a common part of the work routine. A minimum of several months of on-the-job training beyond formal education or training is typical to achieve competency. Training may likely exceed one year. A recognized specialty skill such as shorthand or general ledger bookkeeping may be involved. Jobs which require operation of advanced office equipment (such as PC-based word processors),

precision shop equipment (such as table saws or drill presses) or specialized test equipment (such as that used for testing electronic circuitry) or monitoring devises (EKG) are usually rated at the C level.

Examples of "C" level ratings:

- (C1), Senior Secretary, Transcriber, EKG Technician, Lead Custodian, Driver, Welder-Certified, Metal Fabricator
- (C2), Account Clerk-Senior, Equipment Operator, Legal Secretary, Police Officer
- (C3), Licensed Practical Nurse, Computer Operator, Tool Machinist

D. SPECIALIZED VOCATIONAL OR TECHNICAL KNOWLEDGE PROVIDING A COMMAND OF CERTAIN TECHNICAL, ADMINISTRATIVE, AND/OR OPERATIVE PRACTICES AND TECHNIQUES. LEARNING DEVELOPMENT INVOLVES THE COMPLETION OF A FORMAL TECHNICAL/VOCATIONAL CURRICULUM OFTEN RESULTING IN A DEGREE.

Most jobs in the exempt category (not overtime eligible under wage law) will be D or greater. Jobs at level D are very often characterized by the requirement for graduation from a two-year formal learning program or technical institute. Language skills must be well-developed enough to read periodicals, technical manuals, specifications, regulations, reference books, compose business letters and expositions, etc. Mathematic applications may involve basic algebra, geometry and basic statistics to standard practical situations. Jobs in this category typically have a proficient understanding of rational or practical systems sufficient to diagnose problems and recommend correction or improvement. Jobs rated at D are often termed senior-level "paraprofessional", journey-level technical, or entry-level professional, where a relatively narrow range of specialized techniques or methods within a broadly recognized professional field must be applied—drafter, surveyor, paramedic, junior accountant. The journey-level of most skilled trades (carpentry, machining, welding, plumbing, auto mechanics, etc.) usually requires D level. Some entry level professional jobs (computer programming, accounting, nursing, etc.) require a D level. Jobs involving supervision of lesser skill levels are often rated at D.

Examples of "D" level ratings:

- ▷ (D1), CAD Drafter-entry, Executive Secretary, Microcomputer Specialist, Electrician
- ▷ (D2), Drafter-journey, Full charge Bookkeeper, X-Ray Technician, Computer Programmer-entry, Production Scheduler
- ▷ (D3), Registered Nurse (graduate), Computer Programmer-senior, Paralegal, Tool and Die Maker, Illustrator

E. KNOWLEDGE IN A RECOGNIZED PROFESSIONAL FIELD OR TECHNOLOGICAL DISCIPLINE SUFFICIENT TO COMMAND VARIOUS PRINCIPLES, FACTS, AND PRACTICAL APPLICATIONS. LEARNING DEVELOPMENT IS OBTAINED BY THE COMPLETION OF A COLLEGE CURRICULUM RESULTING IN A BACHELOR'S DEGREE IN A SPECIALIZED FIELD; ADVANCED MATHEMATICS, VERY ADVANCED LANGUAGE DEVELOPMENT, PROFICIENT UNDERSTANDING OF PRACTICAL SYSTEMS.

Most jobs in the exempt category (not subject to overtime under wage law) will be rated E or greater. The E level is represented either by basic professional skills or very advanced vocational skills. Incumbents filling jobs rated at E must command a certain specialized and professional body of knowledge—electrical engineering, computer science, math, physics, underwriting, accounting, advanced specialized nursing, medical technology, production management, marketing, etc. Thus, jobs rated at E are usually characterized by the requirement for completion of a four-year college program—a bachelor's degree or equivalent. E represents the journey professional—the bachelor's degree plus approximately three (2-5) years of experience to achieve a full performance level. (NOTE: A "fresh" bachelor's degree with no experience would be represented by E1 or D3 depending on the job. Similarly, certain master's degree - or equivalent - requirements may be rated at the E level because they are really a "deep" specialization in a single discipline). Job incumbents at the E level must apply general principles of logical or scientific thinking. Jobs are often characterized by the need to evaluate and design work systems or mechanical systems, apply advanced mathematical concepts (math and statistical theory, concepts and techniques--e.g.

calculus, topology probability, factor analysis) and advanced language development (read scientific and technical journals, financial reports, write speeches).

"E" level ratings include these examples:

- ▷ (E1), Accountant or Engineer-entry, Industrial Designer, Production Supervisor, Territory Sales Representative
- ▷ (E2), Accountant-intermediate, Physical Therapist, Engineer-intermediate, Urban Planner,
- ▷ (E3), Accounting Supervisor or Senior Accountant, Production Planner, Plant Controller, Engineer-senior, Regional Sales Manager

F. ADVANCED, IN-DEPTH UNDERSTANDING IN A WIDELY RECOGNIZED FIELD OF STUDY. ADDITIONAL COMMAND OF PRINCIPLES, FACTS, AND PRACTICES ASSOCIATED WITH MULTIPLE SPECIALIZED FIELDS. LEARNING DEVELOPMENT IS ACHIEVED BY THE COMPLETION OF A MASTERS DEGREE PROGRAM OR EQUIVALENT, VERY ADVANCED MATHEMATICS AND LANGUAGE DEVELOPMENT, ADVANCED UNDERSTANDING OF PRACTICAL SYSTEMS.

Jobs in this category may require a master's degree or, alternatively, fully developed professional skills and knowledge supplemented by substantial, very pertinent work experience in a field of expertise. Jobs rated at level F would require very advanced language development, mathematical development, and/or professional development. The key to an F rating is (1) advanced or "deep" understanding in a profession, plus (2) specialization in additional areas of specialization. Jobs requiring masters degree preparation in a single discipline would normally be rated in the E category as E2 or E3. Examples of F level jobs, applying the above interpretation:

- ▷ Manufacturing manager position requiring an engineering degree plus many years of experience in most areas of plant operations.
- ▷ Senior-level systems analyst performing development of new computer software.

In jobs such as these, it is required that a bachelors-

level body of knowledge be broadened considerably before the diversities and complexities found in work situations can be successfully addressed. At this level of knowledge, positions can be expected to design practical systems that go beyond one area of specialization.

Examples of "F" level ratings:

- (F1), Nurse Practitioner, Attorney-entry (Law Clerk), Systems Analyst-senior
- (F2), Pharmacist, Manufacturing Manager
- (F3), Top Financial Officer-small firm, Chief Engineer

G. COMPLETE COMMAND AND MASTERY OF A VERY BROAD PROFESSIONAL OR SCIENTIFIC DISCIPLINE SUFFICIENT TO CONTRIBUTE TO THE BODY OF KNOWLEDGE. ADDITIONAL ADVANCED UNDERSTANDING OF THE PRINCIPLES, FACTS, AND PRACTICES ASSOCIATED WITH OTHER SPECIALIZED FIELDS. LEARNING DEVELOPMENT OBTAINED BY COMPLETION OF PH.D., M.D. OR J.D. REQUIREMENTS OR EQUIVALENT.

The G level is reserved for those jobs requiring an authoritative knowledge within and beyond the organization in a recognized professional field, such as science, management, medicine, or law. Jobs at this level of knowledge may require a doctorate-level degree or unique professional mastery involving a complete command of theories, principles, practice, and techniques gained through wide seasoning and/or special development. A psychiatrist or physician would be rated at G. So would an advanced nuclear physicist or a research biochemist. The chief executive officer of a large organization may possess a G level of knowledge--in this case, for scope and diversity rather than the scientific depth.

Examples of "G" level ratings:

- (G1), Psychologist, Attorney, Associate Professor, Scientific Researcher
- (G2), Chief Executive, Attorney-senior
- (G3), Medical Doctor

H. UNIQUE COMMAND AND MASTERY OF A VERY BROAD PROFESSIONAL OF SCIENTIFIC DISCIPLINE LEADING TO NATIONAL OR INTERNATIONAL RECOGNITION FOR CONTRIBUTIONS TO THE BODY OF KNOWLEDGE. ADDITIONAL ADVANCED UNDERSTANDING OF THE PRINCIPLES, FACTS, AND PRACTICES ASSOCIATED WITH OTHER SPECIALIZED FIELDS, ENVIRONMENTS, AND CULTURES. LEARNING DEVELOPMENT OBTAINED BY COMPLETION OF PH.D., M.D., OR J.D. REQUIREMENTS OR EQUIVALENT EXECUTIVE DEVELOPMENT.

The H level is reserved for a select few positions requiring an authoritative command over a professional field to such an extent that the incumbent would be known simultaneously along with the profession. H level management positions would have international impact, such as the Chief Executives of Boeing, Proctor and Gamble, Ford Motor Company, or Microsoft. H level scientific positions having similar national/international recognition, would include leaders in star wars research; AIDS, SIDS, cancer, etc., research; or global environmental issues.

Problem Solving Challenges

Problem Solving Challenges refers to the type of thinking necessary to solve problems typically confronted in work situations. How much mental activity is involved in identifying, defining, and resolving problems? How much "self-starting" thinking is required? How much must job incumbents think with what they know?

Problem Challenge is formally defined as:

The amount of independent reasoning and judgment which must be used to make decisions, generate ideas, or produce results. Problem solving represents the application of knowledge measured by Learning Development, or mental effort.

Five ratings exist for Problem Solving Challenge. Progressing from 1 to 5, the mental activity represented becomes more intense and of a higher order of difficulty. Solutions take more time and are generally more technically, tactically, conceptually or socially difficult. Conversely, the extent to which thinking is circumscribed by standards, covered by precedents, or referred to others, the problem challenge is diminished.

In rating Problem Challenge, consider the following:

- ▷ Where two possibilities exist, is the higher level thinking critical to the job? Would an incumbent fail due to inability to consistently think at the higher level?
- ▷ Is the higher type of thinking used predominately? No job will be 100% in one category of thinking. If the higher type is required occasionally but is not typical in work situations, select the rating for the predominant level of thinking.

1. WORK SITUATIONS ARE ROUTINE AND REGULARLY RECURRING, REQUIRING ATTENTION AND CONCENTRATION, BUT LIMITED DISCRETION, CONSIDERATION, AND PLANNING TO ADEQUATELY RESPOND AND CARRY OUT WORK ACTIVITIES.

Jobs rated at 1 (data entry codes 1, 2, and 3) tend to be stable and repetitive in nature. Brief judgment is involved in reacting to work situations usually of a non-technical nature. Few if any decisions must be made. The emphasis is often on rote memory--remembering specific orders, instructions, or standard procedures. There may be the requirement to notice obvious presences or absences--for example, a night watchman keeping an eye for vandalism or missing property. Activities such as observing, copying, or transcribing may be important, but the mental processing involving choice or discretion is limited and non-technical in nature.

"1" level rating examples include:

- ▷ (1) Dishwasher, Laborer
- ▷ (2) Mail Clerk, Host/Hostess
- ▷ (3) Security Guard, Receptionist, Production Assembler, Secretary-entry

2. WORK SITUATIONS REQUIRE CONSIDERATION AND INTERPRETATION OF CIRCUMSTANCES OR INFORMATION TO CHOOSE THE MOST EFFECTIVE RESPONSES. SOLUTIONS MAY BE SOMEWHAT TECHNICAL, YET ARE RELATIVELY STRAIGHTFORWARD OBVIOUS AND WELL-DEFINED ONCE PROBLEMS ARE UNDERSTOOD. RESPONSES COME FROM THE REALM OF PRIOR LEARNING AND EXPERIENCES.

Jobs at this level are characterized by situations in which choice or judgment activity is present, though short-term in nature. An example is recognizing and

selecting proper machine settings and set-ups for copying and printing work where a straightforward choice among applicable learned things must be made. Another example is categorizing or classifying information using a learned scheme or system, as in filing and bookkeeping. Jobs using coding systems such as shorthand, abbreviations, drafting symbols, or replacement part numbers forms an important part of the mental work are often rated at 2 (data entry codes 4, 5, and 6). Estimating or judging distance, time, speed, or quantities is also 2 level mental activity. For instance, a painter estimating quantities of paint to be used for a room or a warehouse supervisor setting aside space for a new truckload of goods would be thinking at a 2 level. A drafter or graphic artist selecting drawing implements and planning methods to work up a drawing from a rough sketch would also be thinking at a 2 level. A Radiology Technician in a hospital would be rated at a 2 level when monitoring machine results and determining proper operation.

Examples of "2" level ratings:

- ▶ (4), Secretary, Legal/Medical Transcriber, Account Clerk, Payroll Clerk, Welder
- ▶ (5), X-Ray Technician, Full Charge Bookkeeper, Junior Buyer, Metal Fabricator
- ▶ (6), Registered Nurse, Design Drafter, Librarian, Accountant-entry, Tool and Die Maker, Paralegal

3. WORK SITUATIONS ARE OF SUFFICIENT SCOPE AND VARIETY THAT SIGNIFICANT INTERPRETATION AND EVALUATION IS REQUIRED TO SUCCESSFULLY RECOGNIZE AND DEFINE PROBLEMS. HIGHLY TECHNICAL JUDGEMENTS AND/OR CONSTRUCTIVE THINKING INVOLVED. ALTERNATIVE SOLUTIONS MUST BE CONSIDERED AND SHORT-TERM ACTION PLANS MUST BE DEVELOPED AND SEQUENCED.

Solutions to problems are usually not obvious at this level of problem solving activity, without doing some background work. Researching or investigating sources of information (documents, files, libraries, other people) is usually significant. Problem definition is not so obvious. Careful interpretation and diagnosis or making assumptions and educated guesses may be important. Jobs rated at this level are often characterized by the need to modify or

adapt existing systems, procedures, equipment, methods, or designs to new situations. A shop superintendent may have to come up with new jigs and set-ups to adapt existing shop equipment to a new kind of work order. A civil engineer designing bridge foundations will modify standard designs and specifications to meet particular riverbed conditions. A Laboratory Technologist or Physical Therapist performing standard procedures yet interpreting and evaluating problems and situations would be a 3 (data entry codes 7,8,9).

Most journey-level professional analytical jobs where incumbents apply precedent to new situations are rated at the 3 level of problem challenge. Some examples: a financial analyst preparing quarterly reports; a systems analyst formulating computer system specifications; and administrative analyst revising an office system. Thinking at the 3 level is constructive thinking where defining the problem, developing alternatives, and recommending a course of action will involve study or contemplation.

Examples of "3" level ratings include:

- ▷ (7), Physical Therapist, Production Supervisor, Social Worker, Accountant-intermediate, Senior Buyer,
- ▷ (8), Accountant-senior, Programmer Analyst, Engineer-intermediate, Territory Sales Representative, Construction Manager, Master Production Scheduler
- ▷ (9), Financial Analyst-senior, Plant or Division Controller, Engineer, Compensation Manager, Library Director, Production Control Manager

4. WORK SITUATIONS ARE BROADLY DEFINED, COMPLEX AND DIVERSE, OCCASIONALLY UNPRECEDENTED. PROBLEMS HAVE MANY DIMENSIONS TO CONSIDER INVOLVING CREATIVE THINKING LIMITED IN SCOPE TO RELATED FIELDS OF SPECIALIZATION. CONSEQUENCES MUST BE EVALUATED THROUGH FORMAL ANALYTICAL METHODS, AND STRATEGIES DEVELOPED FOR ACTION.

Level 4 (data entry codes 10, 11, and 12) thinking is characterized by classic upper-management decision-making: deliberation and pondering various alternative solutions to problem situations; carefully

weighing alternatives and considering trade-offs, risks, and so on; and, finally, making a decision. Level 4 is where the input from analyses conducted at level 3 (or lower) are converted to business decisions. It is the level where advanced analytical techniques are used to develop solutions to the most complex of problems. The outcome of level 4 thought includes budgets, staffing decisions, and short-and-intermediate-term business plans. Output may also be complex scientific or technical analyses used as input by top management for making long-term strategic decisions.

Level 2 problem solving challenge involves standing instruction and operating procedures. Level 3 emphasizes principles, concepts precedents, standards, sequencing problem elements, developing implementation or action plans. Level 4 focus is to very advanced concepts, involved policies, and broad based business objectives. At level 5, the highest level recognized on the scale of problem challenge, thinking is broadly circumscribed by ultimate strategic goals, general laws of nature or science, business philosophy, or cultural standards.

"4" level ratings include these examples:

- ▶ (10), Pharmacist, Systems Project Leader, Public Relations Director, Associate Professor, Attorney-senior, Design Engineer, Merchandise Manager-retail
- ▶ (11), MIS Manager, Public Works Director, Personnel Director, Top Plant Executive
- ▶ (12), Top Financial Officer-private ind., Top Sales Executive

5. WORK SITUATIONS ARE VAGUELY DEFINED AND OFTEN UNIQUE IN CHARACTER. PROBLEMS ARE VERY COMPLEX AND MAY BE ABSTRACT, CONCEPTUAL, AND LONG-TERM IN NATURE. THERE IS A CONTINUAL REQUIREMENT FOR INNOVATIVE THOUGHT AND SYNTHESIS, PERHAPS AT THE THEORETICAL LEVEL.

The 5 rating (data entry codes 13, 14, 15) measures problem solving challenges for the organization's most senior management jobs and for scientific jobs working at the leading-edge of known technology. Jobs at this level perform activities that affect the long-term posture of the organization. Mental

activity is characterized by theory, speculation, or imagination to establish new goals, strategies, facts, or approaches. Precedents for problem solving at this level may often be non-existent. The time frame for problem solutions may be measured in months or years. Problems solved at this level are characterized by their high level of complexity. For instance, solutions to business problems at this level will require taking into account the uncertainties of the environment, the competition, special interest groups, the government, and so on. Jobs rated at level 5 conduct the "pathfinding" for the organization, developing new concepts and imaginative approaches as required.

"5" level ratings include these examples:

- ▷ (13), Product Developer, Software Developer, Professor, Architect-master
- ▷ (14), CEO-technology , product, or market driven org., Genetic Engineer
- ▷ (15), Medical Researcher-international

JB

II

Physical Requirements

Jacobson, Betts & Company

II. PHYSICAL REQUIREMENTS

Physical Requirements is the factor which assesses the physical aspects of work. The factor is formally defined as follows:

The coordinative and manipulative skills as well as the level of exertion required to perform work.

The two dimensions of Physical Requirements are Physical Skill and Physical Effort.

Physical Skill

Physical Skill involves the variety and complexity of limb and body movements and refers to speed, precision, timing, or balance required in work. When rating physical skill, first consider the devices and equipment involved in the job and the level of coordination required to operate them. The physical skill dimension identifies skill relating to the use of precision tools, instruments, drawing devices, measuring devices, or technical devices such as cameras or stop watches that are used in regular work routines. The use of certain trucks or specialty vehicles may require a particular physical skill. The use of keyboard devices such as typewriters, adding machines or calculators, personal computers or computer terminals requires specific manipulative skills. Another aspect of this dimension is the materials or objects that are involved in the work and the skills which must be learned to carefully handle, arrange, guide, form, feed, or in some other way direct.

Physical Skill may involve only a small portion of the body, as in the fine finger manipulation required to repair watches, or may involve the entire body in highly skilled coordination, as in athletics or dancing. Be sure to also consider the degree of difficulty in achieving sensory coordination with the body. For instance, it is more difficult to achieve eye/hand coordination in operating a forklift than it is to achieve eye/hand coordination in performing touch typing. The former case involves a visual field which is constantly changing and judgments for distance, speed, and clearances.

Physical Skill for supervisory positions must consider the skills required of subordinates and the amount of work the supervisor performs. A working supervisor should receive the skill rating equivalent to that of subordinates. However, if the involvement of the supervisor is confined primarily to training, then consideration must be given to the possibility that the skill level required simply to demonstrate the work is not as high as the skill level required to actually perform the work. The following paragraphs discuss each of the four ratings for Physical Skill in ascending order.

A. BASIC LEVEL OF LEARNED PHYSICAL SKILL IS REQUIRED. NO SPECIAL COORDINATION BEYOND THAT USED FOR NORMAL MOBILITY AND HANDLING OF EVERYDAY OBJECTS AND MATERIALS IS NEEDED TO PERFORM THE JOB SATISFACTORILY.

This rating is used for the bulk of managerial and professional jobs. The emphasis in such jobs is on problem-solving and decision-making. Physical activity plays no part. Also included in this rating category is unskilled labor jobs where physical effort and the physical skills are learned in a matter of hours to about three weeks. Jobs at this level require "ordinary ambulatory skills".

Examples of "A" level ratings:

- ▷ (A1), Director or Manager of Personnel, CEO
- ▷ (A2), Plant Manager, Financial Analyst
- ▷ (A3), File Clerk, Custodian-entry, Dishwasher

B. SOME LEARNED PHYSICAL SKILL IS REQUIRED. CERTAIN COORDINATED FINGER, LIMB, OR BODY MOVEMENTS MUST BE PERFORMED IN THE COURSE OF REGULAR WORK ROUTINES. THESE CAN USUALLY BE LEARNED AND COMPETENCY DEVELOPED ON THE JOB, OVER A RELATIVELY SHORT PERIOD OF TIME.

Jobs rated at the B level usually have some learned physical skill required as an adjunct to the mainstream of work activities. The approximate learning time for the physical skills at this level would range from three weeks to three months. For instance, general clerks may need some ability in typing forms or general correspondence, though they don't have to be speed typists. Accounting clerks must become adept at using a ten-key calculator, particularly in a high production environment. Accountants, too, must usually be skilled in the use of a ten-key and would normally be rated at B. Semi-skilled trade work--that of maintenance custodians, landscapers, and the like--involves the learned physical skill indicative of this level. Technical specialty work involving the use of measuring instruments, drawing devices, or keyboards are usually rated at B.

Examples of "B" level ratings:

- ▷ (B1) Accounting Clerk, Computer Operator, Cashier, Custodian-journey, Groundskeeper
- ▷ (B2) Radiology (X-Ray) Technician, CAD Drafter, Licensed Practical Nurse, Landscaper, Data Entry Clerk, Painter, Production Assembler-journey
- ▷ (B3) Secretary, Surveyor, Equipment Operator

C. CONSIDERABLE LEARNED PHYSICAL SKILL IS REQUIRED. JOB REQUIRES COORDINATED PHYSICAL ACTIVITIES, USUALLY LEARNED THROUGH FORMAL AND DETAILED TRAINING, COMBINED WITH CONSIDERABLE PRACTICE. SPEED, PRECISION, AND/OR TIMING ARE IMPORTANT AND DIFFICULT TO ACHIEVE. BODY MOVEMENT SEQUENCES TEND TO BE INVOLVED AND SOMEWHAT DIVERSE. SKILLED PHYSICAL TRADES.

Physical skills rated at the C level typically require many months, perhaps three months to three years, of intense training and practice to master. Physical skills required in many trades are examples of C ratings: carpentry, automotive mechanics, etc. Many office jobs also require a C level of physical skill: for example, legal secretaries who must type at 90 words per minute, error-free. Word processing equipment operators are also usually trained to this degree. Heavy equipment operators who must display a complex coordination of hand and foot controls are performing at the C level. In the medical profession, paramedics and nurses may have to perform procedures or manipulations in the course of the regular work routine which require a C level of physical skills.

"C" level ratings include these examples:

- ▶ (C1) Product Spray Painter, Executive Secretary, Transcriber, Registered Nurse, Welder-certified
- ▶ (C2) Cabinetmaker, Heavy Equipment Operator, Tool Machinist
- ▶ (C3) Tool and Die Operator

D. JOB REQUIRED A VERY HIGH DEGREE OF LEARNED PHYSICAL SKILL. COMPLEX AND HIGHLY DIVERSE SEQUENCES OF PHYSICAL ACTION ARE PERFORMED AS A SIGNIFICANT AND ESSENTIAL PART OF THE JOB. BODY MOVEMENTS MUST OFTEN BE REFLEX-LIKE IN RESPONSE TO SUBTLE STIMULI THAT MUST BE ACCURATELY PERCEIVED OR CHANGING ENVIRONMENTAL CONDITIONS WHICH MUST BE ACCURATELY TRACKED. EXCEPTIONAL SPEED, TIMING, AND/OR PRECISION ARE CRITICAL.

Most organizations will not have jobs rated at the D level in physical skill. This is reserved for professional athletes, dancers, and others who are clearly recognized at a very high level of physical achievement. This category would also include surgeons, dentists, diamond cutters, professional violinists, and others who must perform very fine hand manipulations and movements.

Physical Effort

Physical Effort is defined as follows:

The amount, type, and continuity of effort (physical work) which must be expended during the course of work activities.

Physical effort covers the following job-related activities:

- ▶ Lifting, carrying, pushing, or pulling materials and objects.
- ▶ Lifting, carrying, or operating tools, equipment, and machinery.
- ▶ Walking over long distances or rough terrain, climbing steps or ladders, and other unusual effort that might be expended in moving around on the job.
- ▶ Stooping, kneeling, crouching, crawling, or other full-body manipulations.

1. MINIMAL PHYSICAL EXERTION IS REQUIRED. MOST JOB TIME SPENT SITTING WITH OCCASIONAL WALKING. OCCASIONAL LIFTING, GUIDING, AND CARRYING OF LIGHT-WEIGHT MATERIALS OR EQUIPMENT.

Most managerial and professional jobs whose incumbents spend their time in offices will be rated at 1 on Physical Effort. Many clerical jobs are also sedentary, but care must be taken in rating this category of workers: some clerical positions often require frequent interoffice walking and carrying, a level of physical activity which may be more appropriately rated at level 2.

Examples of "1" level ratings:

- ▶ (1) Director or Manager of Personnel, CEO, Financial Analyst
- ▶ (2) Secretary, Receptionist
- ▶ (3) Computer Operator, Nursing Supervisor, Production Control Manager, Trainer

2. JOB REQUIRES LIGHT PHYSICAL EFFORT AS A PART OF REGULAR WORK ROUTINE, SUCH AS FREQUENT STANDING AND WALKING; FREQUENT LIFTING, GUIDING, AND/OR CARRYING OF LIGHT-WEIGHT MATERIALS OR EQUIPMENT; OCCASIONAL PERIODS OF SUSTAINED EFFORT.

Some office and clerical workers, nurses, mail carriers, and others constantly on their feet and "on the go" would be rated at this level. So would jobs on surveying crews, construction inspectors, and other positions involved in active outdoor field work. Light warehouse work, such as that involved in locating and pulling light-weight parts to fill purchase offers, would be rated at 2 (data entry codes 4, 5, and 6). Shop work such as that involved in cabinet making or metal fabrication may also at this level.

"2" level ratings include these examples:

- ▷ (4) Bank Teller, Teacher, Construction Inspector, Mail Clerk
- ▷ (5) Food Handler, Shipping-Receiving Clerk
- ▷ (6) Registered Nurse, LPN, Mail Carrier, Cook, Police Officer, Mail Carrier, Tool Machinist

3. JOB REQUIRES VERY HEAVY PHYSICAL EFFORT, AS IN CONTINUOUS MOVEMENT OVER ROUGH TERRAIN OR THROUGHOUT PRECARIOUS MAN-MADE STRUCTURES; OPERATION OF PHYSICALLY DEMANDING MACHINERY; ETC. OCCASIONAL HEAVY EXERTION.

Most jobs in the construction trades would be rated at 3 (data entry codes 7, 8, and 9) in physical effort--plumbers, carpenters, roofers, etc. Many kinds of mechanics, including automotive mechanics, are also included. Operation of heavy equipment such as that used in earth moving often involves a 3 level of exertion. Medium-duty outdoor work, such as that involved in groundskeeping and landscaping, is usually rated at 3.

Examples of "3" level ratings:

- ▷ (7) Groundskeeper, Custodian, Firefighter, Auto Servicer, Skilled Maintenance Worker, Production Assembler-journey
- ▷ (8) Automotive Mechanic, Heavy Equipment Operator, Electrician-commercial
- ▷ (9) Utility Line Worker, Plumber, Metal Fabricator, Welder-certified

4. JOB REQUIRES VERY HEAVY PHYSICAL EFFORT EQUIVALENT TO CONTINUOUS LABOR INVOLVING THE USE OF HEAVY TOOLS, MATERIALS, AND/OR EQUIPMENT. JOB MAY BE CHARACTERIZED BY VERY DEMANDING, FULL-BODY EXERTION AND STRENUOUS LIFTING, CARRYING, PUSHING, PULLING, ETC.

This rating is not often used. Many jobs thought of as "physically demanding" are best rated at 3. The 4 (data entry codes 10, 11, and 12) rating would be applied to some unskilled laborers working on the most demanding of construction crews. Level 4 applies to most professional athletics. It might also apply to some warehouse work involving, for example, continuous manual loading and unloading of very heavy and cumbersome materials. Jobs rated at 4 invariably must be filled by individuals who are physically very robust or very highly developed.

Examples of "4" level ratings:

- (10) Laborer-highway construction, Pipefitter
- (11) Utility Line Worker-transmission
- (12) Professional Basketball Player

JB

III

**Human Relations
Requirements**

Jacobson, Betts & Company

III. HUMAN RELATIONS REQUIREMENTS

There is probably no job that is performed in a complete social vacuum. All jobs require interaction with others to some degree, even if it means only a simple greeting or listening to a supervisor's work instructions. For some jobs, such as sales representative or labor negotiator, responding successfully to the interpersonal challenges of work situations is critical. This factor assesses the social aspects of work. It is formally defined as follows:

The importance and difficulty of conducting interpersonal relations in performing the job.

The two dimensions of the Social Requirements factor are "Level of Human Relations Skill", which measures the total inventory of "people skills" required to perform the job, and "Scope of Contacts", which refers to the degree of challenge involved in applying interpersonal skills as measured by the diversity of contacts necessary to carry out work assignments.

Level of Human Relations Skill

Level of Human Relations Skill refers to the skills required in communicating with others. It measures the requirement to influence understanding and behavior, for example: a crew to meet a production standard, a customer to buy or use a product, a peer to cooperate on a project.

Level of Human Relations Skill is formally defined as:

The amount of communication skills and human relations abilities which are necessary to achieve work results.

The following illustrates the kinds of interpersonal abilities that may be required in jobs:

- ▷ Persuasiveness, good selling ability, diplomacy
- ▷ Ability to exchange complex ideas to laymen
- ▷ Negotiating and mediating ability
- ▷ Ability to motivate and inspire
- ▷ Ability to advise and counsel
- ▷ Ability to train and instruct
- ▷ Public speaking talent

Different situations call for different degrees of dependence on interpersonal skill in carrying out work assignments. When dealing with such groups as customers, peers, or superiors, incumbents may

have to place heavy reliance on human relations skills in the absence of formal authority to achieve desired results. Human relations is somewhat different for a foreman dealing with laborers, a sales manager dealing with representatives, or a company president dealing with vice-presidents. A hierarchy is involved and additional motivational devices—for example, hire and fire authority—can be combined with interpersonal skill in obtaining the desired actions from others. The aspects of human relations skill that should be rated are those not linked to formal authority.

A. JOB REQUIRES ORDINARY CONVERSATIONAL SKILLS AND COURTESY TO EXCHANGE ROUTINE INFORMATION, PROVIDE ROUTINE ASSISTANCE, AND/OR HELP MAINTAIN HARMONY AMONG WORK ASSOCIATES.

Jobs rated at D or better on Level of Knowledge are not likely to be rated at A in Human Relations Skill, since such jobs are usually at a level requiring well developed communications skills to get technical ideas across. Similarly, it would also be rare for a job that is rated D or higher in Accountability to be rated at A on Human Relations Skill. These jobs include supervisory activities, which are rated at B or higher. This rating is indicated in those jobs which are individual in nature and do not depend on extended contact with others for successful job performance. An accounting clerk or data entry clerk whose work input and output may involve no more than intermittent contact with a supervisor would be an example. Shop mechanics whose major interpersonal challenge may be questioning equipment users about breakdowns would be rated at A. However, not all jobs rated at A would be so isolated from others. Jobs which emphasize frequent exchange of job-related information of a routine, straightforward, or factual nature may be rated at A; for example, receptionist, ticket agent, taxicab driver, etc.

Examples of "A" level ratings:

- ▷ (A1) Event Ticket Collector, Bridge Tender
- ▷ (A2) Accounting Clerk I, Production Assembler, Tool and Die Maker
- ▷ (A3) Receptionist, Engineer-entry, Accountant-entry,

B. JOB REQUIRES PATIENCE IN COMMUNICATION AND WELL-DEVELOPED VERBAL SKILLS TO EXCHANGE TECHNICAL OR COMPLEX INFORMATION WITH INDIVIDUALS OR SMALL, INFORMAL GROUPS.

SKILLS IN ESTABLISHING HARMONIOUS RELATIONSHIPS AND GAINING COOPERATION ARE IMPORTANT.

Jobs rated at the B level are often technical or professional in nature where the primary interpersonal challenge involves exchanging ideas: giving and receiving job-related information of a complex or conceptual nature. An example of B level interaction would be a group of engineers discussing an approach to a new product design. Understanding others and effective speaking in individual or group formats is important. However, influencing people is at the most basic level achieving trust/harmony.

Many first-line supervisory jobs are rated at the B level. A supervisor of a clerical staff or supervisor of a construction crew cannot completely rely on formal authority to maintain group harmony and maximize productivity. Interviewing job candidates and providing performance feedback, often very important aspects of a first-line supervisor's job, require B level interpersonal skills. Supervision of professional functions (e.g., systems analysis, planning and forecasting, design engineering) are usually rated B3 to recognize the need for facilitating small informal group processes.

Jobs rated at B involve human relations situations which may at times create grumbles and unfavorable human relations of nominal intensity.

"B" level ratings include these examples:

- ▷ (B1) Medical Lab Technologist, Secretary-senior, Paralegal, Librarian, Financial Analyst, Customer Service Clerk
- ▷ (B2) Buyer, Production Supervisor, Executive Secretary or Assistant, Human Resources Assistant, Registered Nurse, Telemarketer, Quality Analyst, Programmer/Analyst-Senior, Project Engineer
- ▷ (B3) Programmer/Analyst-project leader, Social Worker-senior, Senior Field Service Technician, Accounting Manager, Internal Consulting Engineer, Employment Manager

C. HIGHLY DEVELOPED VERBAL SKILLS ARE REQUIRED TO COMMUNICATE TECHNICAL CONCEPTS AND IDEAS IN INDIVIDUAL, GROUP, AND LARGE AUDIENCE SITUATIONS. SKILL IN ESTABLISHING AND MAINTAINING COOPERATION, UNDERSTANDING, TRUST, AND CREDIBILITY IS CRITICAL. SKILL AT INFLUENCING THE BEHAVIOR OF OTHERS IS IMPORTANT AND MAY BE DIFFICULT TO ACHIEVE.

Jobs in which it is very important to relate to the needs and interests of others are usually rated at C. One example would be a charge nurse, whose success in one-on-one interaction or in support of physicians is critical to job performance. A systems analyst probing a user's information needs through astute interviewing is performing at a C level. Jobs in which the role is often that of a formal group leader or facilitator are usually operating with a C level of skill--a salary administrator leading a job evaluation committee or an instructor leading apprentices through a training program. Public speaking is C level activity. C is the rating used for middle manager positions where the ability to coordinate, persuade, and negotiate is key in resolving conflicts and making decisions in concert with other managers. Jobs in which the situation is adversarial, such as that of quality control inspectors or internal auditors, also require this interpersonal skill level.

Examples of "C" level ratings:

- ▷ (C1) Teacher, Division Controller, Production Control Manager, Territory Sales Representative
- ▷ (C2) Urban Planner-senior, Trainer, Chief Engineer
- ▷ (C3) Sales Manager, Attorney

D. COOPERATION AND UNDERSTANDING FROM OTHERS ARE VERY IMPORTANT AND DIFFICULT TO ACHIEVE. CAREFUL STRATEGY IS NEEDED TO INSPIRE AND MAINTAIN RELATIONSHIPS, BUILD TRUST AND CONFIDENCE, AND AFFECT BEHAVIOR IN OTHERS. CONVINCING OTHERS AND PERSUADING THEM TO DECISION OR ACTION IN INDIVIDUAL, GROUP, OR LARGE AUDIENCE FORMATS IS ESSENTIAL.

A level D job applies a complex inventory of human relations capabilities: intuition, sincerity, conveyance of personal conviction, timing, inspiration, the highest level of motivation skill, e.g., the top sales executive. Though different in nature, the required human relations skills inventory for a labor negotiator is just as diverse and complex. Political and organizational processes where complex bargaining and developing of compromise positions are critical and often require D level skill. D is appropriate for the top management positions in large organizations, where working with others to hammer out long-term strategic agreements as well as providing the leadership for the tactical operations of the organization. Both situations require a diverse inventory of human relations skills.

Examples of "D" level ratings:

- ▷ (D1) Labor Relations or Human Resources Executive
- ▷ (D2) Sales Executive, Attorney-litigation
- ▷ (D3) Top Executive

Scope of Contacts

Scope of Contacts is defined as follows:

The breadth and diversity of individuals and groups with whom the worker must deal.

How far beyond the immediate work group, the department, or the organization itself does a worker have to go to fulfill his or her job responsibilities? Do others with whom interaction must occur tend to be from a variety of roles and social strata or do they tend to be fairly homogeneous types (for example, all clerical personnel or all professional engineers)? The heart of the matter in rating Scope of Contacts is deciding the degree to which a job incumbent must create or portray various roles and personal images in dealing with others. A middle manager in a construction company may have to "hob-knob" with workers on a site, deal with the jargon-filled world of engineers, and rise to the occasion of a top management briefing--all in the same day. A public service clerk in a county government office may have to respond to the needs of people from all walks of life. In such jobs, incumbents have to "wear many hats" to adapt to the roles and stereotypes of the population with whom they must have contact. This contrasts with, say, a computer programmer, whose contacts may rarely extend beyond the immediate group of peers. Everyone in the group is filling the same type of role and talking the same language.

When rating Scope of Contacts, care should be taken to consider only meaningful contacts. A ticket-taker for an amusement park ride may have exposure to hundreds of people each day, but his interaction level with each individual is so low that none of the role adaptation discussed above must occur. The Scope of Contacts for such a job is actually very narrow. Some reception clerks are required only to quickly ascertain the nature of a visitor's business and then to direct them to the proper location. Their Scope of Contacts should be rated low. On the other hand, receptionists and secretaries required to make guests comfortable, engage in small talk, and otherwise acclimate visitors would be rated more highly on Scope of Contacts.

1. THE IMPORTANT JOB CONTACTS ARE WITH PEERS IN IMMEDIATE WORK GROUP AND IMMEDIATE SUPERVISOR. OCCASIONAL CONTACT WITH INDIVIDUALS OUTSIDE THE ORGANIZATION MAY OCCUR.

This rating would apply to jobs in which the overwhelming emphasis is on producing tangible work output either as an individual or in a small work crew. Examples would include construction crew workers (laborers, carpenters, electricians, bricklayers, etc.), shop workers (mechanics, machinists, cabinetmakers, etc.), maintenance workers (custodians, groundskeepers, etc.), and warehouse workers (packers, shippers, etc.). Activities are defined by supervisory instructions, standard operating procedures, and the task at hand. Work is performed alone or in cooperation with a few fellow employees. Work output does not require the direct delivery of services to users. Thus, no stage in the normal work flow requires initiating or fielding contacts with anyone beyond a small, stable work group.

Many entry-level technical and specialized jobs would be included in this category: drafters, computer programmers, laboratory technicians. Jobs performing clerical functions such as bookkeeping, data entry, and word processing are usually done at this level. On occasion, high-level professional jobs included in research teams or "think tanks" may also receive a rating of 1 (data entry code 1,2, or 3), particularly if the group supervisor is the one who delivers and communicates project results to managers or other users.

"1" level ratings include these examples:

- ▷ (1) Drafter-entry, Custodian, Production or Packaging Assembler, Welder
- ▷ (2) Data Entry Clerk, Metal Fabricator, Machinist, DP Tape Librarian, Teacher Assistant
- ▷ (3) Medical Lab Technician, Tool and Die Maker, File Clerk, Accountant-entry

2. INTERPERSONAL CONTACTS EXTEND TO PEERS IN OTHER WORK GROUPS, OR TO CLIENTS/CUSTOMERS WHO SPEAK THE LANGUAGE, EITHER WITHIN OR OUTSIDE THE ORGANIZATION. INTERACTIONS WITH HIGHER LEVELS OF AUTHORITY BEYOND IMMEDIATE SUPERVISOR MUST BE CONDUCTED ON AN INTERMITTENT BASIS.

Positions requiring frequent lateral contact within and outside the organization are included in category 2 (data entry codes 4, 5, and 6). A corporate accountant in a decentralized organization may have to have frequent exchange with division managers and clerical workers who provide source information. A production supervisor may require daily conversations with engineers and warehouse workers to ensure the proper flow of information and resources.

A quality assurance inspector will have to work closely with designers, production workers, and supervisors to fulfill job assignments. Jobs in which the primary charge is liaison or coordination between two or three functions are at a 2 level.

The Scope of Contacts at the 2 level may include others outside the organization. A purchasing agent contacting sales representatives and clerical personnel for supplies would be rated at this level. So would a repair technician for office equipment. The emphasis is on interaction with peers or lateral contacts in other organizations. Contacts of this nature are referred to as with "peers", or colleagues "speaking the same language", or regular customers.

"2" level ratings include these examples:

- ▷ (4) Accountant-intermediate, Physical Therapist, Registered Nurse, Receptionist, Accounts Receivable or Payable Clerk-Senior, Production Supervisor, Programmer Analyst, Engineer-intermediate, Secretary-senior,
- ▷ (5) Secretary-Administrative, Internal Auditor, Engineer-senior, Sales Engineer, Buyer, Project Engineer, Employment Representative
- ▷ (6) Customer Service Rep, Inside Sales Representative, Consultant, Territory Sales Representative, Architect, Pediatrician

3. INTERACTIONS MUST OCCUR WITH A DIVERSE SET OF INDIVIDUALS AND GROUPS REPRESENTING A VARIETY OF ROLES AND AUTHORITY LEVELS. INTERACTIONS ARE ON MATTERS OF SUBSTANCE AND IMPORTANCE, USUALLY BOTH INSIDE AND OUTSIDE THE ORGANIZATION.

Level 3 includes jobs requiring frequent and meaningful contact with the general public who are well beyond the classification as "peers" or "customers". A loan officer in a bank or a senior-level Planner in a government office would be rated at 3 (data entry codes 7, 8, and 9). Jobs requiring broad customer contact, such as sales representatives or collection agents, are also included.

External contact is not necessarily a requirement for a 3 rating. Jobs which must have regular dealings with fully autonomous operating entities (e.g. subsidiaries) within the same organization would qualify for a 3 rating. These would include job analysts, training instructors, corporate economists, systems development leaders, senior-level internal auditors, and other high level staff specialists and

internal consultants providing support throughout the organization. Jobs in which broad, multi-functional or multi-departmental coordination and liaison are critical, are rated at the 3 level.

Examples of "3" level ratings:

- ▷ (7), Police Officer, Human Resources Manager, Urban Planner-Major Projects
- ▷ (8) Affirmative Action Manager
- ▷ (9) Community Relations Officer

4. CONTINUOUS INTERACTIONS WITH A HIGHLY DIVERSE SET OF INDIVIDUALS, GROUPS, AND AUDIENCES FROM THROUGHOUT THE ORGANIZATION AND/OR FROM NUMEROUS OUTSIDE SOURCES (CUSTOMERS, VENDORS, REGULATORY AGENCIES, MEDIA, THE GENERAL PUBLIC, ETC.) ARE CRITICAL TO JOB PERFORMANCE.

Jobs in which the Scope of Contacts is at the level indicated by 4 (data entry codes 10, 11, and 12) are rare. A public relations executive who must counsel management, direct media relations, speak before special interest groups, make presentations to stockholders, and maintain relations with charitable and civic organizations would be performing at this level. The chief executive officer position almost always requires establishing a 4 level Scope of Contacts. Other top management positions may also be rated this highly: the heads of the personnel and marketing functions are likely candidates. Elected officials in government organizations and the administrative heads of government functions must often initiate and maintain 4 level breadth in interpersonal relations to gain and keep support.

"4" level ratings include these examples:

- ▷ (10) Director of Public Affairs
- ▷ (11) CEO
- ▷ (12) CEO with Int'l Board or controversial product

JB

IV

Work Environment

Jacobson, Betts & Company

IV. WORK ENVIRONMENT

This factor assesses the need to perform work under less than optimal circumstances. Performance Environment, the first dimension, addresses those job elements which contribute to the difficulty in completing work assignments; elements which may cause stress. Physical Working Conditions refers to those elements which may cause physical discomfort or pose a physical health risk.

Performance Environment

In rating Performance Environment, consideration is given to several elements of job content:

- Work Pressure
- Disturbances in Work Flow
- Irregular Work Schedules
- Professional Renewal

To the layperson, the performance environment is that which causes stress. Stress is clearly a complex human phenomenon. Individuals display a broad spectrum of resilience. Situations which one person finds stressful may be stimulating to another. This particular factor focuses on the environmental considerations that contribute to the difficulty in completing work. Stress may be a readily obvious symptom, but not one to focus on for job measurement purposes.

Almost every organization has jobs which are clearly "pressure cookers" no matter who fills them. Sometimes, there is even physical evidence of excessive job demands, as in the cases of air traffic controllers or inner-city high school teachers, where most incumbents eventually suffer from "burn out." Though it may sometimes be difficult to make fine gradations in judgment among jobs on the Performance Environment scale, it is nonetheless important to recognize true "high pressure" and/or "burn out" job situations and distinguish them clearly in rating. Most organizations have at least a few of these that stand out from the pack.

In rating Performance Environment, consideration should be given to the following items:

- Urgent time deadlines, rush jobs, etc.
- Repetitiveness
- Quota pressure
- Competition
- Heavy or uncontrollable work flow
- Need to make quick decision or judgments under pressure

- ▷ Need for extreme accuracy or precision
- ▷ Need for attention to fine detail
- ▷ Uncontrollable interruptions and distractions
- ▷ Need to constantly shift attention before tasks are complete
- ▷ Irregular, unpredictable work hours and travel
- ▷ Position requirements for continuing education or other forms of skill renewal.

The above list is representative, but not exhaustive.

A. CHANGES IN ENVIRONMENTS, WORK PRESSURE, DISTURBANCES OF WORK FLOW, AND IRREGULARITIES IN WORK SCHEDULE ARE INFREQUENT.

Jobs rated at this level are relatively low-key, with the emphasis on casual relationships or highly predictable work assignments. Photographer, custodian, restaurant hostess, library assistant, surveyor, park caretaker, and resort golf/tennis professional are examples of jobs that are rated at level A. Skilled trade jobs--carpenter, electrician, auto mechanic, etc.--could, but do not usually fall in this category. In some organizations, entry clerical positions are best rated at A, although interruptions and/or work load considerations often require a higher rating. Level A jobs do not generally work in a high production environment where there is pressure for output quotas or goals.

"A" level ratings include these examples:

- ▷ (A1) Museum Host or Hostess, Bridge Tender
- ▷ (A2) Library Assistant, File Clerk, Security Guard
- ▷ (A3) Maintenance Carpenter, Cashier

B. WORK PRESSURE, DISTURBANCES OF WORK FLOW, AND/OR IRREGULARITIES IN WORK SCHEDULE ARE EXPECTED AND OCCUR ON AN INTERMITTENT BASIS. CHANGES IN THE PERFORMANCE ENVIRONMENT REQUIRE OCCASIONAL UPGRADING OF SKILLS.

The "average" job in most organizations will receive a B rating in Performance Environment. It represents the level of pressure common to supervisory management, professional, technical, and clerical work, in order that business goals can be met. Deadline pressure, tight schedules, heavy work load, overtime, interruptions, and fatigue are not uncommon in B rated jobs, but the pressure and disturbances are by no means constant. B level jobs will

usually have some requirement to maintain skills, say, up to ten continuing education credits.

When allocating gradations of B, (other levels as well) the rating of "B1" should be used (the average of all) for non-exempt jobs, "B2" for exempt jobs, and "B3" for most supervisory jobs. If a non-exempt job is noticeably more demanding than the "norm", then a B level rating would be appropriate.

Examples of "B" level ratings:

- ▷ (B1) Account Clerk, Computer Operator, Secretary, Physical Therapist, Cashier, Production Assembler, Carpenter-commercial
- ▷ (B2) Accountant, Engineer, Programmer/Analyst
- ▷ (B3) Registered Nurse, Internal Auditor, Urban Planner-senior, Computer Software Engineer

C. WORK PRESSURE, DISTURBANCES OF WORK FLOW, AND/OR IRREGULARITIES IN WORK SCHEDULE ARE FREQUENT AND REQUIRE SIGNIFICANT ADAPTATION. THE PERFORMANCE ENVIRONMENT RAPIDLY EVOLVES, REQUIRING CONTINUAL UPGRADING OF MULTIPLE YET RELATED SKILLS.

Jobs rated at this level will have clearly recognizable work pressure. Lack of control over work situations and time are often the major contributors. Assembly line workers who can do little to control the pace in periods of high output pressure, then to be let off early in downturns can be C level jobs. Urban hospital emergency room workers who must respond as cases arrive are usually rated at the C level.

Decision pressure is another factor that is sometimes significant. Managerial jobs often require judgments to be made with insufficient data. This, combined with time pressure, interruptions, and frustrations, makes a C level rating the best choice for many key middle and top manager positions.

Selected clerical positions under extreme pressure for precision and accuracy are rated at C, such as a legal secretary whose typographical errors may invalidate a legal proceeding. Similarly, highly educated jobs performing repetitive work, e.g. Pharmacist or Actuary, would be rated a C. Jobs that have an annual requirement of 10 to 20 continuing education units could be in this category.

Examples of "C" level ratings:

- ▶ (C1) Registered Nurse-OR-ER, Legal Secretary, Actuary, Pharmacist, Attorney, Territory Sales Representative, Plant or Division Controller, Programmer Analyst-senior
- ▶ (C2) Director of Urban Planning, Actuary, Pharmacist, Computer Software Engineer-senior, Company Controller, Production Control Manager
- ▶ (C3) Top Sales Executive, Chief Engineer, MIS Executive

D. WORK PRESSURE, DISTURBANCES OR WORK FLOW, AND/OR IRREGULARITIES IN WORK SCHEDULE ARE ALMOST CONSTANT AND PUT A CONTINUOUS STRAIN ON THE JOB INCUMBENT'S ABILITY TO ADAPT. THE PERFORMANCE ENVIRONMENT EVOLVES IN A WAY WHICH REQUIRES EXTENSIVE ADAPTATION AND UPGRADING OF SKILLS.

Jobs in this category are ones where clear evidence of "burn out" be demonstrated. For air traffic controllers in busy airports, the need for constant attention and the risk of hesitation in decision-making warrant a D rating. A health care worker treating victims of violence or terminally ill patients is another kind of high-stress job. Some law enforcement assignments may require officers to frequently make choices and take action under severe time pressure with little or no warning. This, too, is D level, but in order to be rated here, the environment must be a predominant element of job content.

"D" level ratings include these examples:

- ▶ (D1) Air Traffic Controller, Undercover Investigator
- ▶ (D2) Nationwide negotiator (e.g. UAW)
- ▶ (D3) Spy

Physical Working Conditions

Physical Working Conditions is defined as follows:

Work location factors which may cause the job to be disagreeable or dangerous, such as noise and temperature extremes, health and safety hazards, and general discomfort.

The major consideration in making judgments for this dimension is the probability of accidents or illnesses. A review of the safety/accident record of employees may prove useful. Consider the possibility of injury or health problems due to:

- ▷ Traveling at high speeds
- ▷ Being in high places
- ▷ Working with dangerous machinery or tools
- ▷ Working with very hot or very cold materials
- ▷ Exposure to falling objects
- ▷ Exposure to dangerous chemicals, explosives, toxic fumes, or radiation
- ▷ Exposure to confrontation
- ▷ Exposure to disease

The degree of day-to-day discomfort is another major consideration here. Does the job require significant time in the outdoors under adverse weather conditions? Are workers subject to temperature extremes, as in a foundry or cold storage facility? Is there dust, dirt, excessive vibration, disagreeable odors, poor illumination, or intense noise in the work location? Is the worker required to assume awkward or cramped positions for extended periods?

1. GENERALLY GOOD WORKING CONDITIONS. LITTLE OR NO EXPOSURE TO EXTREMES IN NOISE, TEMPERATURE, ETC. LITTLE OR NO EXPOSURE TO SAFETY OR HEALTH HAZARDS.

This rating is used for the bulk of managerial, professional, and technical jobs confined to offices or other indoor space. Most clerical jobs are also rated here. Exceptions would include those which must spend lengthy periods sitting or standing at work stations or "pool" type work areas. These are usually rated higher in this band.

"1" level ratings include these examples:

- ▷ (1) Executive Secretary, CEO, Director or Manager of Human Resources
- ▷ (2) Receptionist, Loan Officer, Design Engineer, Data Entry Clerk, Mail Clerk, Account Clerk
- ▷ (3) Shipping Receiving Clerk

2. SOMEWHAT DISAGREEABLE CONDITIONS. WORK MAY BE PERFORMED IN CRAMPED OR AWKWARD POSITIONS. OCCASIONAL EXPOSURE TO SAFETY HAZARDS, DISEASE, OR CONTAMINATION RESULTS IN CHANCE FOR LOST-TIME ACCIDENTS. OCCASIONAL EXPOSURE TO NOISE, TEMPERATURE EXTREMES, ETC.

Outdoor jobs in which there are no other comfort or safety risks except weather exposure are rated at this level. Such jobs would include surveyors, utility meter readers, and mail carriers. Warehouse workers (dust, temperature), custodians (dirt), reproduction clerks (noise, dirt), bank tellers (lengthy standing), and keypunch operators (lengthy sitting) are examples of indoor jobs that have been rated at 2 (data entry codes 4, 5, and 6) in various organizations. Waiters and cooks would also be included. Supervisors of construction crews and other relatively hazardous operations are often rated at 2 because of the need to be outside; however, lack of actual participation in work precludes the higher rating which would be given subordinates. Jobs which require moving around in precarious environments, such as buildings under construction or ship hulls, are usually rated at 2 if incumbents do not actually perform work. Workers themselves are usually rated higher. Examples might include quality inspectors, safety inspectors, and project engineers. Jobs in which there is considerable risk of minor injuries, but no more, (cuts, bruises, etc., as for a groundskeeper) are rated at 2. X-ray technicians and other jobs with some potential for exposure to low-level radiation are at this level.

"2" level ratings include these examples:

- ▷ (4) Parking Officer, Safety Advisor
- ▷ (5) X-Ray Technician, Registered Nurse, Construction Inspector, Groundskeeper
- ▷ (6) Cook, Painter, Security Guard

3. FREQUENT EXPOSURE TO MODERATELY HAZARDOUS CONDITIONS RESULTING IN SIGNIFICANT THREAT TO HEALTH AND SAFETY. UNDESIRABLE ASSIGNMENTS.

In jobs rated at the 3 (data entry codes 7, 8, and 9) level, there is a significant probability of injury or disability due to job-related accidents. Most of the construction trades (carpentry, plumbing, etc.) are in this category. Shop work involving the skilled use of dangerous machines and equipment (mill work, welding, machining, etc.) are included. Jobs involved with the transportation of hazardous chemicals or highly flammable materials are also at a 3 level. Jobs in which proper protection from dangerous fumes is difficult, such as spray painting, are also at this level. Health care work in which there is constant exposure to disease is rated at 3. This would include nurses, physicians, and others who must have close contact with patients. Security guards are another occupation often subject to 2 level hazards. Law

enforcement officers are better rated at a 3 level. However, undercover law enforcement officers might be rated a 4 level.

Examples of "3" level ratings:

- ▶ (7) Custodian, Automobile Mechanic, Production Assembler
- ▶ (8) Plumber, Laborer-highway construction, Industrial Product Painter
- ▶ (9) Wastewater Treatment Operator, Welder, Police Officer

4. EXTENSIVE AND CONTINUOUS EXPOSURE TO HAZARDOUS CONDITIONS. DANGEROUS WORK SITUATIONS. HIGH LIKELIHOOD OF SERIOUS INJURY OR ILLNESS IF PROPER PRECAUTIONS ARE NOT TAKEN. HIGHLY UNDESIRABLE ASSIGNMENTS.

The 4 level (data entry codes 10, 11, and 12) is reserved for those occupational areas where there is clearly a history of severe injury, permanent disability, or death among job incumbents. Jobs properly rated at 4 include urban firefighters (others in 3), coal miners, loggers, undercover police officers, and high voltage line workers in electrical utilities. Jobs involving the set-up and use of explosives are often 4 level.

"4" level ratings include these examples:

- ▶ (10) Pilot
- ▶ (11) Logger, Utility Line Worker-transmission
- ▶ (12) Bullfighter, Coal Miner

JB

V

Accountability

Jacobson, Betts & Company

V. ACCOUNTABILITY

Accountability and Mental Requirements are usually the two most heavily weighted factors in an organization's job measurement and pay determination plan. Therefore, judgments here are particularly critical. Accountability, as all other factors, has two dimensions: Level of Accountability and the Scope/Magnitude of Job Impact. The former is essentially concerned with the positioning of the job in the organizational hierarchy. The latter refers to the effect a job's output has on the organization's end results.

Level of Accountability

This factor measures the level of accountability for the work results of self and others. It has to do with:

- The level of responsibility or professional development the job incumbent must assume within a profession or specialties (apprentice, journey, or advanced specialized);
- The hierarchial position of the job within the organization (lead, supervisor, manager, executive). Job measurement assumes the organization is properly designed.

Seven levels of responsibility are summarized below, ranging from the most basic entry-level positions to the top executive jobs.

- A. Apprentice or In-training status
 - A1, sub-professional jobs
 - A2, technical jobs
 - A3, professional jobs
- B. Journey, full performance
 - B1, sub-professional jobs
 - B2, technical jobs
 - B3, professional jobs
- C. Lead, expert, senior professional
 - C1, in a sub-professional environment
 - C2, in a technical environment
 - C3, in a professional environment
- D. First-line supervisor
 - D1, uninvolved, non-labor intensive
 - D2 or D3, deeply active, labor intensive

- E. Middle manager or second line supervisor
E1, non-labor intensive
E2 or E3, labor intensive
- F. Advanced Management: Division heads
F1, non-labor intensive
F2 or F3, labor intensive
- G. Top Management: COO, CAO, Sr. VP's
G1, small scope, single product line or service
G2 or G3, multiple products, markets, labor intensive
- H. Top Executive: CEO (ownership)

Most evaluators find the judgment of Level of Accountability fairly straightforward. However, there are no hard and fast rules, and judgments made pertaining to this factor should be made utilizing the organization structure as a primary influence.

A. RESPONSIBILITY FOR CARRYING OUT DETAILED WORK ORDERS, FOR PERFORMING UNDER DIRECT AND FREQUENT SUPERVISION, AND FOR LEARNING JOB-RELATED INFORMATION AND TECHNIQUES.

This is the rating used for trainee and apprentice positions. The primary concern of job incumbents is to upgrade job skills in preparation for full-performance work at a journey-level. Careful consideration should be given as to whether to use A1, A2, or A3 as the final rating. See discussion under B level, to follow.

Examples of "A" level ratings:

- ▷ (A1) Food Service trainee, Library Page
- ▷ (A2) Customer Service Rep-trainee
- ▷ (A3) Pharmacist-Intern

B. RESPONSIBLE FOR PRODUCING JOURNEY-LEVEL WORK OUTPUT ON AN INDEPENDENT BASIS SUBJECT TO SUPERVISORY DIRECTION AND REVIEW.

This is the rating used for non-supervisory, journey-level work. The job requires incumbents who are fully trained in a recognized trade, vocation, profession, or specialty. The worker performs on a relatively independent basis with appropriate awareness of related activities. Properly

distinguishing between B1, B2, and B3 ratings is important. The guideline is:

- ▶ B1 is used for non-technical unskilled journey-level workers (custodian, laborer, mail clerk, etc.)
- ▶ B2 is used for technical skilled paraprofessional, and vocational level work (executive secretary, drafter, bookkeeper, electrician, etc.)
- ▶ B3 is used for professional level or highly specialized work (attorney, engineer, systems analyst, accountant, etc.)

The reasoning behind the gradation is that vocational and, even more, professional jobs carry a certain level of procedural and ethical responsibility which comes with the training. There is sometimes the requirement for formal testing and recognition of this element of responsibility which results in certification or licensing within a field of work. This three-tiered distinction should also be applied to other ratings used for non-supervisory positions, A and C. Thus, an A1 rating would indicate a trainee position for unskilled work; A2 would be an apprentice position for a trade, vocation, or specialization. C3 at the other extreme, would usually refer to a senior or lead professional position.

Examples of "B" level ratings:

- ▶ (B1) Secretary-entry, Mail Clerk, Custodian, Production or Packaging Assembler, Warehouse worker
- ▶ (B2) Secretary-senior, Drafter, Police Officer, Bookkeeper, Computer Operator, X-Ray Technician, Mechanic
- ▶ (B3) Accountant, Engineer, Registered Nurse, Territory Sales Representative

C. RESPONSIBLE FOR PERFORMING WORK REQUIRING ADVANCED JOB SKILLS AND FOR RESPONDING TO WORK SITUATIONS WITHIN MINIMUM GUIDANCE OR DIRECTION. MAY BE RESPONSIBLE FOR TRAINING AND GUIDING OTHERS AND/OR REVIEWING THEIR WORK. SENIOR LEVEL CONTRIBUTOR, LEAD PERSON OR WORKING SUPERVISOR.

A "C" level rating indicates a lead or expert position. In building trades, this kind of job may be referred to as "master." Usually, a work group of five to eight positions plus a supervisor will have one position rated at the C level. Larger work groups may have more. A position rated at C

may involve group leadership and training, but will not involve full-scope supervision of a work section; this is rated at D. Typically, C level jobs will exercise partial supervision over others by leading and reviewing work but do not have responsibility for conducting formal performance reviews.

The use of pluses and minuses at the C level should be based on the guidelines outlined above in the discussion for the B rating.

Examples of "C" level ratings:

- ▷ (C1) Lead Custodian, Clerk-lead, Production lead
- ▷ (C2) Survey Party Chief
- ▷ (C3) Accountant-Chief or Senior, Pharmacist, Senior Engineer, Attorney

D. RESPONSIBLE FOR THE SUPERVISION OF OUTPUT IN TERMS OF SCHEDULING, PROGRESS, AND RESULTS; FOR SAFETY, JOB TRAINING, AND MORALE OF OTHERS; AND RECORDS. MAY PERFORM SOME OUTPUT. FIRST-LINE SUPERVISORY WORK.

This is the level of first-line supervisor. The job is responsible for directing the activities of a small work group (usually three or more) concerned with a single specific function. Job incumbents at this level spend most of their time planning and organizing work, determining methods and materials, giving instructions, reviewing work results, dealing with lateral contact and/or superiors to receive work input and deliver work output, and performing personnel administration duties such as interviewing, hiring, training, record-keeping, appraising performance, and firing. Usually, jobs rated at the D level will meet the requirements for exemption from overtime under the Fair Labor Standards Act. Jobs involving less commitment to supervisory responsibilities are typically classified as "lead" positions and rated in the C range.

At the D Level of Accountability and above, emphasis should be placed on the span of control, labor intensity, process intensity, etc., instead of the unskilled-to-professional continuum in deciding whether to use pluses or minuses. The important consideration is the degree of progression along the managerial career path.

Evaluators should be careful not to be misled by job titles in rating a supervisory position. In construction trades, a first-line supervisor is often titled "foreman;" in clerical and

technical specialties, it is usually "supervisor;" in professional areas, it may be inflated to "group manager" or "section manager." The evaluator should be guided by actual job content rather than title.

A "D" level position will be supervising technical and lower level workers with no intermediate supervision.

E. RESPONSIBLE FOR INITIATING, DIRECTING, CONTROLLING, OR PERFORMING ACTIVITIES THAT FULLY IMPACT A DEPARTMENT OR A PORTION OF A MAJOR FUNCTION; FOR OPERATIONS, MATERIALS, STAFF PERFORMANCE, METHODS, AND ECONOMICS. GENERALLY FIRST-LINE MANAGEMENT WORK, SUPERVISING THROUGH INTERMEDIATE SUPERVISORS OR STAFF PROFESSIONALS IN A SINGLE FUNCTION.

This is the level of the second-line supervisor or middle manager. It may be the head of a small department. In addition to the supervisory skill associated with the responsibilities discussed under D, a job at level E also requires management skill. Management has to do with the following concepts:

- ▷ Organization:
 - ▷ Structure
 - ▷ Staffing
 - ▷ Development of people
 - ▷ Appraisal and recognition
- ▷ Policy making
- ▷ Administration:
 - ▷ Planning
 - ▷ Execution
 - ▷ Review and control
- ▷ Interpretation of functions

Accountability at the E level generally includes such items as recruitment, salary administration, participation in labor negotiations, and budget preparation and control. Actual supervision of the activities of individual workers is largely delegated. Incumbents execute job responsibilities primarily by working through others who supervise. Integration of various work groups and sub-functions--each usually headed by a first-line supervisor--requires a substantial portion of time. At the E level, the sub-functions will be closely related and homogeneous in nature. Example; an area sales

manager over five branch officers; a project engineering manager over electrical, mechanical, and structural design groups; a computer systems development manager over technical, financial, and administrative programming sections.

F. RESPONSIBLE FOR INITIATING AND DIRECTING ACTIVITIES THAT IMPACT MORE THAN ONE DEPARTMENT OR A PORTION OF A MAJOR FUNCTION; FOR PLANNING, STAFFING, PERSONNEL AND LABOR RELATION, AND FISCAL ECONOMICS. ADVANCED MANAGEMENT.

Jobs at the F level are usually referred to as heads of major staff functions or operating departments. Jobs at the F level are both tactical and strategic in nature. Major concerns are with setting policy, making plans, and defining goals and objectives. This contrasts with the tactical concerns at the E level: how to achieve prescribed objectives.

At the F level, there is a sense of "total business management" in the job, either because of major functional integration across diverse organizational areas (for example, a head of human resources) or because of total responsibility for a complete operating unit (for example, a division manager). The challenge of overall profit or cost accountability is present and the job is provided with the tools to assure profit or control costs, including control of human, financial, material resources. Because of the need to integrate diverse organization units either across a function, product line, or operating unit, jobs at the F level are characterized by the requirement for resolving competing objectives and considering the eventual disruptive interplay among competing forces. Under the leadership of the top two or three executives, proper communication and cooperation among F level incumbents is critical if the best decisions are to be made in light of the risks and trade-offs, the organization faces.

G. RESPONSIBLE FOR INITIATING, DIRECTING, AND MONITORING ACTIVITIES THAT IMPACT A MAJOR FUNCTIONAL AREA; FOR CONTRIBUTING TO MAJOR DECISIONS WHICH AFFECT PLANNING AND OVERALL OPERATIONS. TOP MANAGEMENT.

This rating is reserved for the "second in command" in the organization or the top position where there is strong advisory board participation. Small to medium public sector

organizations might be headed up by a G level top executive.

Large organizations will usually have a small number of, usually two to five, positions directly under the chief executive officer which, all together, form the top management core group. If more than one G level position exists, proper distinction among them may require the use of G1 and G3. Positions at the G level often have the title of senior vice president. Where only one G level job exists, it is often the chief operating officer. In state government, the G rating would be applied to the lieutenant governor. Incumbents in G level jobs are frequently being groomed for the chief executive position.

H. RESPONSIBLE FOR MAJOR DECISION THAT IMPACT CURRENT AND ONGOING OVERALL OPERATIONS; FOR INTEGRATING THE ACTIVITIES OF ALL MAJOR FUNCTIONS; FOR INITIATING, DIRECTING, AND CONTROLLING ALL ORGANIZATIONAL GOALS, PROGRAMS, AND POLICIES. TOP EXECUTE AND OWNERSHIP.

This is the responsibility rating usually applied to a Chief Executive Officer or Administrator.

Scope/Magnitude: Organizational Impact

Job Impact has to do with the degree to which a job directly or indirectly influences end results--the delivery of final products or services to the customer. This may occur through material work output, decisions, approvals, or actions. Jobs that are highly rated on Level of Accountability will tend to rate fairly high on Job Impact. It is difficult to imagine a managerial position without noticeable influence on end results. Jobs that are E or better in Level of Accountability will usually be 3 or better on Job Impact. However, a very important consultative or advisory position may have little or no staff management responsibilities, but may nonetheless perform work that has considerable effect on the organization's viability. An example might be a corporate attorney.

There are two important considerations when rating Impact:

- ▶ First, is the Level which is largely determined by the level of work performed and the flow of work results to the next step beyond the job. There are five Levels which are described below.
- ▶ Second, is the role the job plays in completing the work within the level. The "depth" of involvement includes (listed

in ascending order):

- I. Informational/Advisory.** Informational or ancillary participation.
- P. Participatory.** Full contributor/participant in achieving end result/end product.
- D. Direct.** Primary determinant or controller of result.

When making judgements regarding Impact, consideration should also be given to the following information:

- Organizational plans, budgets, or strategies
- Public relations and organization reputation
- Customer relations and organization patronage
- Property and buildings
- Machinery and equipment
- Legal liabilities
- Efficiency and productivity
- Business volume and receivables
- Internal information and work systems
- Employee relations, morale, and safety
- Job design and organization design
- Fixed costs and overhead
- Variable costs
- Quality of raw materials, work in progress, or final products

A useful approach to judging impact is to consider what would happen if the incumbent makes mistakes or performs at a substandard level. Would the effects go almost completely unnoticed? Would there be a substantial deterioration in an important phase of operations? Could the results be devastating to the organization's well-being?

1. **WORK RESULTS IMPACT THE IMMEDIATE WORK SECTION WITH LITTLE EFFECT BEYOND. RESPONSIBLE FOR RESULTS OR SERVICES THAT FACILITATE THE WORK OF OTHERS IN A SPECIFIC WORK GROUP.**

These jobs perform informational, recording, or incidental services for use by others. The effect of performing work is very remote from important end results or services. A general clerk performing support services for a staff function, a computer operator, a receptionist, a drafter providing

drawings for a group of engineers, or a groundskeeper performing outdoor facilities maintenance would be included in this category. In health care, patient services jobs where only casual and simple routine contact with patients occurs, should be rated at data entry codes 1, 2, and 3).

"1" level ratings include these examples:

- ▶ **1I:** (1) Library Page
- ▶ **1P:** (2) File Clerk, Nurse Aide, Drafter-entry, Copy Machine Operator, Production Assembler-entry, Food Service Worker
- ▶ **1D:** (3) Bridge Tender

2. WORK RESULTS IMPACT THE ACCURACY, RELIABILITY, AND ACCEPTABILITY OF FURTHER RESULTS BEYOND THE IMMEDIATE WORK SECTION. WORK RESULTS ARE NOTICEABLE AND REPRESENT A PORTION OF, OR SUPPORT PRODUCT OR SERVICE RECEIVED BY THE CUSTOMER OR GENERAL PUBLIC.

Jobs at this level are involved with noticeable elements of the final product or service, but at a level of volume or decision-making which represents a very small percentage of total output. A single seamstress in a garment factory will not effect the whole product line, but does have direct control over the quality of a certain number of final items delivered to customers. This would represent a 2 (data entry code 4, 5, or 6) level of impact. A building inspector does not speak to the overall issues related to providing public services, but the direct delivery of a service, albeit relatively minor, to a customer (the general public) warrants a 2 rating. This rating is also used for jobs which prepare data from which decisions are made or action is taken: a surveyor, an accountant, or a market researcher. It is also used for positions which contribute to the development or modification of important internal systems: a computer programmer coding new system capabilities, an administrative assistant preparing new work forms. In health care, this rating is for patient services which are direct, yet never a life-death situation.

Examples of "2" level ratings:

- ▶ **2I:** (4) Secretary
- ▶ **2P:** (5) X-Ray Technician, Accountant-senior, Production Assembler-senior, LPN, Librarian, Customer/Technical Support Specialist, Production Scheduler, Applications Programmer Analyst.
- ▶ **2D:** (6) X-Ray Manager, Purchasing Manager, Production Supervisor

3. WORK RESULTS, DECISIONS, AND APPROVALS IMPACT THE OVERALL DESIGN OF INTERNAL SYSTEMS, PROGRAMS, AND/OR RESEARCH; THE STATUS OF OTHERS; AND/OR CRITICAL ASPECTS OF THE FINAL PRODUCT OR SERVICE IN TERMS OF QUANTITY OR QUALITY.

Incumbents in jobs rated at the 3 level (data entry codes 7, 8, and 9) can usually feel a direct affinity either with the organization's final product or service or with important internal systems. Professional positions involved in design or analysis are often at this level: an engineer performing product design, a systems analyst developing new computer capabilities, a training specialist preparing a new course, or a plant supervisor overseeing a significant phase of production.

Jobs responsible for preparing opinions or advice from which decisions are made or action is taken are also rated at this level: a financial analyst preparing a budget recommendation, an attorney providing legal counsel, or a job analyst developing salary recommendations. Sales representatives and public relations specialists would usually be rated at 3. Health care jobs rated as level 3 would have significant patient care impact—direct contact, risk of harming patient recovery, etc., such as with a Registered Nurse.

"3" level examples:

- ▷ **3I:** (7) Financial Analyst, Economist
- ▷ **3P:** (8) Registered Nurse, Engineer-senior, Territory Sales Representative, Top Information Manager-small, Computer Software Engineer-intermediate, Master Production Scheduler
- ▷ **3D:** (9) Production Manager, Director of Nursing, Plant Manager, Regional Sales Manager, CRNA

4. ACTIVITIES, DECISIONS, AND APPROVAL HAVE WIDE RANGING IMPACT ON AREAS AND OPERATIONS THROUGHOUT THE ORGANIZATION. WORK RESULTS IN PRODUCTS OR SERVICES OF SUCH SCOPE WHERE OTHER CONTRIBUTIONS ARE SUBORDINATE. WORK FUNCTION HAS A SIGNIFICANT INFLUENCE ON THE MISSION OF THE ORGANIZATION.

This rating will generally be used for upper middle management positions—departmental heads, division managers, etc. There may be highly specialized staff positions which also warrant a 4 (data entry codes 10, 11, and 12). For instance, a job on an exclusive research group formed to keep a high-technology company on the leading edge of competitiveness would probably qualify. A lobbyist

developing critical legislative contacts for a company highly dependent on defense contracts would also be included. Health care jobs rated at level 4 would have a continuous and direct impact on the safety of patients, rendering services that would have serious consequences if done improperly.

"4" level ratings include these examples:

- ▶ **4I:** (10) Top Information Services Executive , Top Public Affairs Executive
- ▶ **4P:** (11) Top Human Resources Executive, Hospital Nursing Executive, Plant Manager-large, Company Controller, Research and Development Fellow
- ▶ **4D:**(12) Top Sales Executive, Chief Executive of a Non-Profit Agency

5. ACTIONS AND DECISIONS ARE CRITICALLY ESSENTIAL TO THE MISSION OF THE ORGANIZATION AND AFFECT MOST OR ALL OTHERS. IN THE ORGANIZATION, THE ORGANIZATION'S ABILITY TO RESPOND TO THE DEMANDS OF THE MARKETPLACE AND THE GENERAL PUBLIC, AND THE VIABILITY OF THE ORGANIZATION IN THE LONG-TERM.

Usually only the top management jobs will be rated at 5 (data entry codes 13, 14, and 15) on Impact. It would be rare for a job without top management responsibilities to have such an overriding influence.

"5" level ratings include these examples:

- ▶ (13) Corporate Counsel
- ▶ (14) CFO
- ▶ (15) CEO, COO, Scientific Founder

JB

**Appendices
and
Advanced Discussion**

Jacobson, Betts & Company

Advanced Discussion: Accountability

From time to time, salary administration practitioners have ideas and requests for clarification on the job evaluation factors. This section provides additional insights into several aspects of Guide Chart V, Accountability.

A. Level of Accountability.

How do we include budget responsibility into the ratings?

Rating Level

Discussion

B and C

Research and provide input to budgeting decisions. May be asked to recommend costs for certain line items or programs. May be required to keep track of budgets, ensuring that line items and amounts match, processing transactions, preparing periodic statistical and status reports.

D

Prepares recommendations for certain budget items, e.g., labor and materials. Usually held accountable for accomplishing goals within a budget. Freedom-to-act usually includes selection of staffing levels, shifts, and approval of operating expenses directly related to the services provided by the section.

E

Directs, prepares, and coordinates a departmental budget. Approves all expenditures in accordance with departmental needs. Delegates certain budget administration tasks to others.

B. Level of Impact.

Choosing a rating for **IMPACT** involves two steps. First, is the choice of **scope** which refers to identifying one of the following four (1 through 4) major factor items:

1. Services or work products only impact others in the immediate work section. To qualify for a rating at this level, the predominant direction of work results is to the immediate supervisor, or closely related peers, all within the same work unit.
2. Work products and services are classified as "support" and have impact outside the immediate section. While work results may be reviewed for quality by higher levels, the predominant direction is to others inside and outside the work unit, who will use the information or results to produce services and products of greater critical impact on the organization.

3. Services or work products are critical to the organization's line of business. "Critical" means a primary aspect of the organization's business. Jobs with this level of impact are said to be "key" contributors.
4. Services or work products have wide ranging impact. Work results impact the status and ability of a large number of individuals to produce results or provide services.

Second, is the choice of the job's role at that level of impact.

- I** Does the job provide information that is used by others?
- P** Does the job serve as a full participant or contributor in producing the end product or service provided?
- D** Does the job have a directing, or controlling influence over the product or service provided?

A good test of your choice on impact is to first rate what you believe is the appropriate level (1-5) and role (I, P, D). Then apply this test:

Participatory at this level . . .

- 1P (data entry code 2)
- 2P (de code 5)
- 3P (de code 8)

equals Informational at this level

- 2I (de code 4)
- 3I (de code 7)
- 4I (de code 10)

Direct at this level . . .

- 1D (data entry code 3)
- 2D (de code 6)
- 3D (de code 9)

equals Participatory at this level

- 2P (de code 5)
- 3P (de code 8)
- 4P (de code 11)

If the dual rating, e.g., participatory at a level equals informational at the next higher level, doesn't apply, then perhaps the rating is incorrect.

C. **Job Magnitude.**

Where does budget or value-added fit in? To some extent, financial magnitude fits into the choice of a "1", "2", or "3" in the Level of Accountability rating. Otherwise, it can influence the choice of a major cell within the Level of Impact Rating. We suggest using a modified logarithmic progression. It works like this:

Suppose total revenues (or budget) = \$80,000,000

Divide the top number by 5, then 6, then 7, then 8, etc.

The magnitude for the major cells would look something like this:

5		\$80,000,000
4	16,000,000 to	80,000,000
3	2,600,000 to	16,000,000
2	370,000 to	2,600,000
1	Minimal	

I. MENTAL REQUIREMENTS

JOBMEA

This factor measures the total capability required to learn and perform the job competently.

Learning Development refers to the level of knowledge or facts, data, principles, ideas, and other information which must be acquired, usually through a combination of formal education programs, work experience, and/or on-the-job training. It encompasses the diversity, complexity, and depth of understanding in such areas as professional fields of study, technical specialties, practical work systems, and applied work methods.

Problem Challenge refers to the application of knowledge to work situations as measured by the amount of independent reasoning and judgment which must be used to make decisions, generate ideas or produce results.

Problem Solving Challenges				
1. Work situations are routine and regularly recurring, requiring attention and concentration, but limited discretion, consideration, and planning to adequately respond and carry out work activities.	2. Work situations require consideration and interpretation of circumstances or information to choose the most effective responses. Solutions may be somewhat technical yet are relatively straightforward and well-defined once problems are understood. Responses come from the realm of prior learning and experiences.	3. Work situations are of sufficient scope and variety that significant interpretation and evaluation is required to successfully recognize and define problems. Highly technical judgments and/or constructive thinking involved. Alternative solutions must be considered and short-term action plans must be developed and sequenced.	4. Work situations are broadly defined, complex and diverse, occasionally unprecedented. Problems have many dimensions to consider involving creative thinking limited in scope to related fields of specialization. Consequences must be evaluated, often through formal analytical methods, and strategies developed for action.	5. Work situations are vaguely defined and often unique in character. Problems are very complex and may be abstract, conceptual, and long-term in nature. There is a continual requirement for innovative thought and synthesis, perhaps at the theoretical level.

	DE	1	2	3	4	5	6	7	8	9	10	11	12	13	14
		A. Sufficient to understand simple written and oral communications. Basic understanding of simple work processes, methods or equipment. Learning development less than that required for completion of high school curriculum.	A1 A2 A3												
B. Sufficient to read and write nontechnical information and instruction, perform basic arithmetic calculations, understand commonly used procedures and methods, or operate equipment that requires some training. Learning development equivalent to completion of high school curriculum.	B1 B2 B3														
C. Specialized vocational or technical knowledge providing a command of certain technical, administrative, and/or operative practices and techniques. Learning development involves the equivalent of some technical or vocational training beyond high school often resulting in a certification.	C1 C2 C3														
D. Specialized vocational or technical knowledge providing a command of certain technical, administrative, and/or operative practices and techniques. Learning development involves the completion of a formal technical/vocational curriculum often resulting in a degree.	D1 D2 D3														
E. Knowledge in a recognized professional field or technological discipline sufficient to command various principles, facts, and practical applications. Learning development is obtained by the completion of a college curriculum resulting in a bachelors degree in a specialized field; or masters degree in a narrow specialty; advanced mathematics, very advanced language development, proficient understanding of practical systems.	E1 E2 E3														
F. Advanced, in-depth understanding in a widely recognized field of study. Additional command of principles, facts, and practices associated with multiple specialized fields. Learning development is obtained by completion of a masters degree program or equivalent through extensive seasoning; very advanced mathematics and language development, advanced understanding of practical systems.	F1 F2 F3														
G. Complete command and mastery of a very broad professional or scientific discipline sufficient to contribute to the body of knowledge. Additional advanced understanding of the principles, facts, and practices associated with other specialized fields. Learning development obtained by completion of Ph.D., M.D., or equivalent.	G1 G2 G3														

C1 3

II. PHYSICAL REQUIREMENTS

JOBMEA

This factor refers to the coordinative and manipulative skills as well as the level of exertion required to perform work.

Physical Skill is measured by determining the variety and complexity of limb and body movements, the requirement for diverse sequential and simultaneous physical actions, and the need for speed, precision, or timing.

Physical Effort measures the amount, type, and continuity of effort which must be expended during the course of work activities.

Physical Effort											
1. Minimal physical exertion is required. Most job time spent sitting with occasional walking. Occasional lifting, guiding, and/or carrying of light-weight materials or equipment.			2. Job requires light physical effort as a part of regular work routine, such as frequent standing and walking; frequent lifting, guiding, and/or carrying of light-weight materials or equipment; occasional periods of sustained effort.			3. Job requires considerable and usually sustained physical effort, as in continuous movement over rough terrain or throughout precarious man-made structures; operation of physically demanding machinery, etc. Occasional heavy exertion.			4. Job requires very heavy physical effort, equivalent to continuous labor involving the use of heavy tools, materials, and/or equipment. Job may be characterized by highly demanding, full body exertion and strenuous lifting, carrying, pushing, pulling, etc.		
1	2	3	4	5	6	7	8	9	10	11	12

Learning Physical Skills	A. Basic level of learned physical skill is required. No special coordination beyond that used for normal mobility and handling of everyday objects and materials is needed to perform the job satisfactorily.	DE, P	1	2	3	4	5	6	7	8	9	10	11	12	
		A1													
		A2		A2	2										
	B. Some learned physical skill is required. Certain coordinated finger, limb, or body movements must be performed in the course of regular work routines. These can usually be learned and competency developed on the job over a relatively short period of time.	B1													
		B2													
		B3													
	C. Considerable learned physical skill is required. Job requires coordinated physical activities, usually learned through formal and detailed training combined with considerable practice. Speed, precision, and/or timing are important and difficult to achieve. Body movement sequences tend to be involved and somewhat diverse. Skilled physical trade.	C1													
		C2													
		C3													
	D. Job requires a very high degree of physical skill. Complex and diverse sequences of physical action are performed as a significant and essential part of the job. Body movements must often be reflex-like in response to subtle stimuli that must be accurately perceived or changing environmental conditions which must be accurately tracked. Exceptional speed, timing, and/or precision are critical.	D1													
		D2													
		D3													

III. HUMAN RELATIONS REQUIREMENTS

JOBMEA

This factor measures the importance and difficulty of the human relations interactions needed to perform the job.

Level of Human Relations refers to the depth of communication skills and human relations abilities which are necessary to achieve work results. It refers to elements such as the level of effectiveness in dealing with others through normal contacts, the need to affect behavioral change in others, to communicate and translate technical or "insider" concepts to others, and to solve problems.

The Scope of Contacts refers to the breadth and diversity of individuals and groups with whom the worker must deal on matters of substance and relevance to the work being performed.

Scope of Contacts			
1. The important job contacts are with peers in immediate work group and immediate supervisor. Occasional contact with individuals outside the organization may occur.	2. Interpersonal contacts extend to peers in other work groups or to clients/customers who speak the language, either within or outside the organization. Interactions with higher levels of authority beyond immediate supervisor must be conducted on an intermittent basis.	3. Interactions must occur within a diverse set of individuals and groups in representing a variety of roles and authority levels. Interactions are on matters of substance and importance, usually both inside and outside the organization.	4. Continuous interaction with a highly diverse set of individuals, groups, and audiences from throughout the organization and from numerous outside sources (customers, governing boards, vendors, regulatory agencies, media, the general public, etc.) are critical to job performance.

Level of Human Relations Skill	DE	1	2	3	4	5	6	7	8	9	10	11	12
		A1											
A. Job requires ordinary conversational skills and courtesy to exchange routine information, provide routine assistance, and/or help maintain harmony among work associates.	A2												
	A3												
	B1												
B. Job requires patience in communication and well-developed verbal skills to present and exchange technical or complex information with individuals or small, informal groups. Skills in establishing harmonious relationships, gaining trust and cooperation, and reviewing and guiding the work of others are important.	B2												
	B3												
	C1												
C. Highly developed verbal skills are required to communicate technical concepts and ideas in individual, group, and large audience situations. Skill in establishing and maintaining cooperation, understanding, trust, and credibility is critical. Skill at influencing the behavior of others is important and may be difficult to achieve.	C2												
	C3												
	D1												
D. Cooperation and understanding from others are very important and difficult to achieve. Careful strategy is needed to inspire and maintain relationships, build trust and confidence, and affect behavior on others. Convincing others and persuading them to decision or action in individual, group, or large audience formats is essential.	D2												
	D3												

IV. WORK ENVIRONMENT

JOBMEA

This factor measures the need to perform under less than optimal working circumstances.

Performance Environment refers to those special job demands which contribute to difficulty in completing work assignments. Consideration is given to work pressure (caused by tight deadlines, quotas, heavy and uncontrollable work flow, the need to make immediate judgments with insufficient data, the need to continually be aware of changing events and situations, including technology the need for constant attention to detail, etc.), disturbances in work flow (interruptions and distractions and the need to shift attention to unrelated details), and irregular work hours (caused by call-in, changing work schedules, excess travel, etc.)

Physical Working Conditions refers to the work location factors which may cause the job to be disagreeable or dangerous, such as noise and temperature extremes, health and safety hazards, and general discomfort.

Physical Working Conditions

- | | | | |
|--|---|--|--|
| 1. Generally good working conditions. Little or no exposure to extremes in noise, temperature, etc. Little or no exposure to safety or health hazards. | 2. Somewhat disagreeable conditions. Work may be performed in cramped or awkward positions. Occasional exposure to safety hazards, disease, or contamination results in chance for lost-time accidents. Occasional exposure to noises, temperature extremes, etc. | 3. Frequent exposure to moderately hazardous conditions resulting in significant threat to health and safety. Undesirable assignments. | 4. Extensive and continuous exposure to hazardous conditions. Dangerous work situations. High likelihood of serious injury or illness if proper precautions are not taken. Highly undesirable assignments. |
|--|---|--|--|

		DE	1	2	3	4	5	6	7	8	9	10	11	12
Performance Environment	A	A1												
		A2		A2 2										
		A3												
	B	B1												
		B2												
		B3												
	C	C1												
		C2												
		C3												
	D	D1												
		D2												
		D3												

V. ACCOUNTABILITY

This factor measures the total magnitude of job responsibility.

The Level of Accountability refers to the degree of responsibility or accountability for the work results of self and others. It considers the positioning of the job in the organization, the level of professional development, and the depth and diversity of responsibility.

The Scope of Impact refers to the degree to which the job results affect the work of others or their ability to perform and the final product or service provided by the organization.

- I. INFORMATIONAL, ancillary, or incidental services for use by others who have broader contribution to the final products or services defined in the rating level.
- P. PARTICIPATORY, contributory influence; a key contributor to the product or service provided at each level.
- D. DIRECT, primary, determining, or controlling influence over the nature of the end result or service provided at each level.

Scope/Magnitude: Organizational Impact

1. Work results impact the immediate work section with little effect beyond. Responsible for results or services that facilitate the work of others in a specific work group.

Industry Standard:

2. Work results impact the accuracy, reliability and acceptability of further results beyond the immediate work section. Work results are noticeable and represent a portion of, or support the product or service received by the customer or general public.

Industry Standard:

3. Work results, decisions, and approvals impact the overall design of internal systems, programs, and/or research; the status of others; and/or critical aspects of the final product or service in terms of quantity or quality.

Industry Standard:

4. Activities, decisions, and approvals have wide range impact on areas and operations throughout the organization. Work results in products or services of such scope where other contributions are subordinate. Work function has a significant influence on the mission of the organization.

Industry Standard:

5. Activities and/or decisions are critically essential to the mission of the organization and affect most or all other in the organization's ability to respond to the demands of the marketplace and the general public, and the viability of the organization in the long run.

Industry Standard:

Level of Accountability	A. Responsible for carrying out detailed work orders, for performing under direct and frequent supervision, and for learning job-related information and techniques. Apprentice or unskilled work.			
	B. Responsible for producing journey-level work output on an independent basis subject to supervisory direction and review. Journey level work in semi-skilled (1) technical, or professional (3) area.	B2	6	
	C. Responsible for performing work requiring advanced job skills and for responding to work situations with minimum guidance or direction. May be responsible for training and guiding others and/or reviewing their work. Working supervisor, leadperson work, or senior level contributor, in semi-skilled (1), technical, or professional (3) area.			
	D. Responsible for the supervision of output in terms of scheduling, progress, and results; for safety, job training, and morale of others; and records. May perform some output. Generally first-line supervisory work.			
	E. Responsible for initiating, directing, controlling, or performing activities that fully impact a department or a portion of a major function; for operations, materials, staff performance, methods, and economics. Generally first-line management work; supervising through intermediate supervisors or staff professionals in a single function.			
	F. Responsible for initiating, directing and controlling activities that impact a major functional area; integrating the activities of sub-functions where responsibilities are dissimilar yet related, and sometimes conflicting; for planning, staff development, personnel and labor relations, and fiscal economics. Advanced management work supervising through middle management and supervision, usually of several closely related functions.			
	G. Responsible for initiating, directing, controlling and monitoring activities that impact more than one major, functional area, often dissimilar in nature; for major decisions which affect short and long range planning and overall operations. Top management of related yet diverse functions; top executive of organization of limited range.			
	H. Responsible for major decisions that impact current and on-going over all operations for integrating the activities of all major functions; for initiating, directing, and monitoring all organization goals, programs, and results. Top executive and ownership.			

JobMeas™ Evaluation Factors

Mental

LD – Learning Development (Education and Experience)

PC – Problem Challenges (repetitive, discretionary response, critical thinking, strategies, abstract concepts)

Physical

PS – Physical Skills (speed, timing, coordination)

Eff – Physical Effort (sedentary, active, demanding)

Social

HR – Physical Skills (customer Service, technical speaking, formal speaking)

SC – Scope of Contacts (work group, peer group, governance group)

Environment

PE – Performance Environment (routine, interruptions, coordinated skills, advanced skills)

WC – Work Conditions (office setting, outdoor, hazardous)

Accountability

AC – Accountability (trainee, leader, first-line supervisor)

IM – Impact (work team, support other teams, critical to other teams)

Accountability

Thinking globally.

B1 – Entry and intermediate service level

To qualify for a B2 rating, the Learning Development rating must be C2 to D3.

Position provides service to customers, both internal and external.

B3 – Entry and intermediate professional.

No supervision or management.

Surveyor does not have employees.

D2 – First-line supervisor.

Justice of the Peace has two employees.

E1 – First-line manager (over professionals directly or others through intermediate supervision), non-labor intensive.

Assessor, DA and Sheriff oversee employees with certifications.

G1 – Top management, diverse, related functions

Commissioners are the governing board with many different departments.

Performance Environment

Is this position repetitive? Does it require additional ongoing training or physical skills?

**A3 – Interruptions may interfere with work targets.
This is a basic part of most positions in Morrow County.**

**B1 – Changes on intermittent basis, need to update skills.
Continuing Education requirements for an appraiser or
bar certification.**

**B2 – Changes on intermittent basis, need to update skills
to a greater degree.**

Human Interaction Physical Skills

Thinking on a global basis, what is required of this position?

A2 – Customer service, provide assistance.
Many of our positions in the county fall in this category.

B3 – Facilitate group processes, solve problems, review performance.
Most Department Directors who have employees fit in this category as they review the performance of their employees.

C3 – Formal speaking, establish trust and credibility in difficult situations. Involves negotiating.
Again thinking globally. Commisisoners establish credibility on a broad scale and negotiate to a great extent.

D1 – Careful strategies in negotiation, developing trust, influencing.
District Attorneys use these skills each day.

	Mental	Physical	Social	Envir.	Accnt.	Total Job	Skill
<u>Recommended Title</u>	<u>LD PC</u>	<u>PS Eff.</u>	<u>HR SC</u>	<u>PE WC</u>	<u>AC IM</u>	<u>Value</u>	<u>Grade</u>

Need a technical refresher?



Click on the red triangle?

											#N/A	#N/A
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											#N/A	#N/A
Based on Revised Job Description from:											#N/A	#N/A
Office Support Specialist - Juve	c1	3	a2	2	b1	4	a2	2	b2	6	1304	8
											#N/A	#N/A

June 15, 2018 kw
 Revised June 18, 2018 kw
 No Changes 3/1/2019 KC

County	Population	Job Title	Bottom Pay Scale	Top Pay Scale	Insurance Premium covered by County	Retirement Covered by County	Paid Leave Offered by County Holiday/Vacation	Job Description Differences
Crook	21717	DA Office Manager	\$ 15.33	\$ 17.25	100% Employee Only	100%	10/10	HS Diploma +1 yr Legal Experience
Douglas	107576	Legal Assistant 2	\$ 16.41	\$ 23.51	90%med-vis 0 80% dental	6% PERS	10/12	2 years law office work/education
Jefferson	22707	Staff Assistant III	\$ 16.87	\$ 21.08	90% (\$68 in HRA)	6% PERS	11/10	HS Diploma + 3 years
Wasco	25687	Secretary II	\$ 17.20	\$ 19.94	100% Employee Only	24%	9/10+1 floating	HS Diploma + 3 years
Lake	7807	Administrative Assistant	\$ 17.52	\$ 22.36	20% Covered by County	6% PERS	10/10	HS Diploma +3yrs experience
Wallowa	6864	Juvenile Counselor	\$ 18.14	\$ 19.25	92% EE/EC - 90% ES/EF	match 8%	10/12	Bachelors Required
MORROW	11153	Juvenile Office Support Specialist	\$ 19.20	\$ 24.51	92.50%	24%	9/12	Associates Degree or equivalent
Grant	7209	Juvenile & Adult Corrections Secretary	\$ 20.04	annual raise - no cap	100% Employee only	6% PERS	10/12	HS Diploma +2 years
Sherman	1635	Office Manager/Paralegal	\$ 22.20	\$ 29.76	100% Employee only	24%	10/10 at 1 yr	Bachelors Required
Baker	15980	Office Manager 2	\$ 16.57	\$ 17.50	95%	6% PERS	10/12	4+ years of experience

Department: District Attorney

Reports To: Office Manager

Classification: Non-Exempt

Salary Grade: \$15.33 - \$17.25

Closes: March 26, 2019

Summary

Under the direct supervision of the Office Manager, the Legal Receptionist provides clerical support for the District Attorney's office, including Support Enforcement. These duties include telephone and counter reception, using a computer to enter and retrieve confidential data, sorting mail, and faxing information to attorneys or community partners. This position is also responsible for doing probation checks, contacting outside agencies to get non-compliance affidavits for probation cases as needed. This position is also responsible for filing paperwork, locating and routing files, printing court dockets and pulling/preparing files accordingly, and making required photocopies. The Legal Receptionist is also responsible for reconciling petty cash and ordering supplies on a weekly basis. The Legal Receptionist is the liaison between the DA's office and the Juvenile Department and will perform juvenile case and project management. This position will assist lawyers by doing the organizational work for cases, such as filing, tracking status of matters, and document production. The Receptionist performs legal assignments under supervision of the Office Manager requiring some paralegal experience, skill and knowledge.

Essential Job Functions

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Must have ability to form and build good working relationships with co-workers, supervisor, and the general public.
- Keeps current with trends and developments related to essential job competencies.
- Answer and screen telephone calls, refer calls to appropriate attorney or paralegal, and/or take detailed messages.
- Act as receptionist to the public, attorneys, law enforcement agencies and community partners, providing proper information to the public.
- Prepare court docket, locate and maintain legal files and prepare the files for court.

- Receive process and route correspondence.
- Process, file and/or deliver legal documents as directed.
- Data entry of confidential police reports for attorneys to review for charging decisions.
- Scanning and organizing files into the computer system, uploading documents into appropriate electronic files
- Maintain confidentiality of files.
- Receive mail and date stamp all received mail, sort and disperse to the assigned paralegal. Process outgoing mail and track the postage amount for Support Enforcement purposes.
- Balance petty cash on a weekly basis, including all online payments, making deposits and reconciling the cash box.
- Order all supplies needed to run the District Attorney's office appropriately.
- Provide general clerk/receptionist support, as directed by the Office Manager.
- Perform heavy data entry including entering police reports.
- Assists attorneys with juvenile trial preparation and may attend trial. Organizes exhibits, files, and other supporting documents.
- Contacts witnesses to arrange for attendance at meetings, conferences, depositions, hearings and trials, and when necessary, arranges for service of subpoenas.
- Create, organize, update and maintain files, research files and locate information for active cases, be the liaison between the DA's Office and the Juvenile Department.

Competencies

- Flexibility.
- Communication Proficiency.
- Collaboration Skills.
- Customer/Client Focus.
- Technical Capacity.
- Ethical Conduct.
- Diversity Awareness.
- Emotional Intelligence.

Supervisory Responsibility

This position has no supervisory responsibilities.

Work Environment

This is largely a sedentary role; however some filing, lifting and carrying may be required. This role routinely uses standard office equipment such as computers, phones, photocopiers, filing cabinets and fax machines.

Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee is frequently required to sit; stand; walk; lift; use hands to finger, handle or feel; and reach with hands and arms. Ability to lift up to 20 pounds, twist, and bend.

Position Type and Expected Hours of Work

This is a full-time position. Days and hours of work are Monday through Friday, 8:00 a.m. to 5:00 p.m.

Travel

No travel is expected for this position.

Required Education and Experience

- Must have Notary Certification or be able to complete within 90 days of employment.
- Must be able to complete E-Filing training within 90 days of employment.
- High School diploma or the equivalent.
- Minimum of 2 years office experience

Preferred Education and Experience

- Minimum 1 year experience in a legal setting

Additional Eligibility Requirements

- Able to complete a thorough employment and/or criminal history check and drug screen.
- Final candidates will be required to provide official proof of college degree and certified transcripts (not required for all positions).

Safety Sensitive Requirements

- This position is considered a safety sensitive position.

AAP/EEO Statement

- This position is 'at-will', and either Crook County or the employee may terminate the relationship at any time with or without cause.
- Crook County is an equal opportunity employer

Other Duties

Please note this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee for this job. Duties, responsibilities and activities may change at any time with or without notice.

Location: Prineville, OR

1968 - 2803

Douglas County 1609

LEGAL ASSISTANT 1 (Juvenile)
Pay Range JGC11L

INTRODUCTION

The classifications within this three-level series perform duties which utilize specialized knowledge of legal procedures and documents, and affect the accuracy and reliability of further legal-related processes.

This classification is entry into the legal assistant series and is distinguished by legal clerical activities requiring specialized knowledge of legal procedures and documents. Assignments are in District Attorney's Office, County Counsel or DINT.

EXAMPLES OF PRINCIPAL DUTIES

(Duties assigned to this classification include, but are not limited to, the following examples. Any one position may not perform all listed tasks.)

District Attorney's Office - assignments can be in support of grand jury; circuit, district and justice courts; records and discovery coordination; and support enforcement.

1. Schedule cases, prioritize within time limits. Notify and or subpoena all appropriate people; answer questions; arrange travel accommodations. Prepare, issue or assure all necessary legal documents, reports and records are either filed or available; ensure completeness. Orient new jurors. Establish and maintain docket of cases with dates, appropriate people notified, and calendar of documents prepared. Prepare physical files with all required information included; ensure completeness; enter records and daily activities into automated recordkeeping system. Assure availability of required documents, reports, and records. Interpret policy and procedure.
2. Prepare cases. Determine legal paperwork is systematically completed; enter all records into automated recordkeeping system. Maintain associated master files and records. Distribute mail. Assist private attorneys with status of cases. Bill private attorneys for discovery charges, receive and post money.
3. Initiate and review child support orders, calculate amounts; contact appropriate parents, attorneys, employers, insurance companies and other agencies; prepare and participate a variety of legal documents; compile information and prepare for presentation in hearings or court. Receive and process support orders from other states.

County Counsel's Office

4. Assist all County departments and the public in person or by phone, answer initial questions, direct inquiries to appropriate staff or schedule meetings, maintain daily log of requests and tally monthly by type; maintain complex filing and recordkeeping systems; prepare legal documents, transcribe depositions and other dictation; maintain law library and book index.

DINT

5. Receive and open files, gather discovery materials, subpoena appropriate people, prepare search and arrest warrants; file legal documents with appropriate courts; receive claims filed, prepare civil forfeiture files, prepare appropriate documents, send notices to potential claimants; receive, receipt and deposit with Treasurer's office seized money. Prepare grand jury schedule, issue subpoenas, prepare indictments. Maintain division statistical recordkeeping system.

KNOWLEDGE, SKILL AND ABILITY REQUIRED BY THIS POSITION

Knowledge of: Considerable knowledge of standard legal office practices, procedures, documents, terminology, phrases, business English, grammar, and composition; considerable knowledge of recordkeeping and reporting; reasonable knowledge of enforcement and collection of child support procedures; reasonable knowledge of legal-related source agencies. **Skill in:** Taking and transcribing dictation; use of modern office equipment which includes automated equipment and systems; processing information on a computer. **Ability to:** Communicate effectively in oral and written forms; maintain confidentiality; make decisions independently in accordance to established policies and to use judgment in carrying out tasks and responsibilities and manage time efficiently; establish and maintain records, reports, and statistical data; courteously meet and deal effectively with employees, clients and families, other agencies, court personnel, attorneys, law enforcement officials, commissions, contractors, vendors and the public.

Education, experience and training: Three years clerical experience of a progressively responsible nature, two years of which must have been in a public or private law office OR a satisfactory equivalent combination of education, experience and training.

Desirable Qualifications: Notary Public licensure.

SUPERVISORY CONTROLS OF THIS POSITION

This position works under the supervision of an legal assistant, administrative or professional employee. Recurring routine assignments are independently performed by employee on basis of past experience. Employee estimates time and materials and manages time efficiently. Employee uses initiative and judgment in completing routine assignments and interpretation of general administrative or operational policies and procedures is sometimes necessary. Significant deviations require prior approval. Work is checked at completion of projects. Employees may or may not work in proximity of supervisor.

GUIDELINES

Work is performed within department policy and procedures; federal, state and county statutes, codes, rules and regulations; legal reference materials; various dictionaries; secretarial handbooks; and data processing equipment manuals. The employee uses initiative, judgment and experience to interpret and choose between various alternative guidelines.

PHYSICAL DEMANDS AND WORK ENVIRONMENT

Regular and consistent attendance is required. Works in an office environment; work is generally sedentary; however, some positions may require bending, hearing voice conversations, keyboarding, kneeling, lifting up to 30 pounds, pushing, reaching, standing and walking.

LEGAL ASSISTANT 1 JUV AFSCME
Pay Range JUV623

INTRODUCTION

The classifications within this three-level series perform duties which utilize specialized knowledge of legal procedures and documents, and affect the accuracy and reliability of further legal-related processes.

This classification is entry into the legal assistant series and is distinguished by legal clerical activities requiring specialized knowledge of legal procedures and documents. Assignments are in District Attorney's Office, County Counsel or DINT.

EXAMPLES OF PRINCIPAL DUTIES

(Duties assigned to this classification include, but are not limited to, the following examples. Any one position may not perform all listed tasks.)

District Attorney's Office - assignments can be in support of grand jury; circuit, district and justice courts; records and discovery coordination; and support enforcement.

1. Schedule cases, prioritize within time limits. Notify and or subpoena all appropriate people; answer questions; arrange travel accommodations. Prepare, issue or assure all necessary legal documents, reports and records are either filed or available; ensure completeness. Orient new jurors. Establish and maintain docket of cases with dates, appropriate people notified, and calendar of documents prepared. Prepare physical files with all required information included; ensure completeness; enter records and daily activities into automated recordkeeping system. Assure availability of required documents, reports, and records. Interpret policy and procedure.

2. Prepare cases. Determine legal paperwork is systematically completed; enter all records into automated recordkeeping system. Maintain associated master files and records. Distribute mail. Assist private attorneys with status of cases. Bill private attorneys for discovery charges, receive and post money.

3. Initiate and review child support orders, calculate amounts; contact appropriate parents, attorneys, employers, insurance companies and other agencies; prepare and participate a variety of legal documents; compile information and prepare for presentation in hearings or court. Receive and process support orders from other states.

County Counsel's Office

4. Assist all County departments and the public in person or by phone, answer initial questions, direct inquiries to appropriate staff or schedule meetings, maintain daily log of requests and tally monthly by type; maintain complex filing and recordkeeping systems; prepare legal documents, transcribe depositions and other dictation; maintain law library and book index.

DINT

5. Receive and open files, gather discovery materials, subpoena appropriate people, prepare search and arrest warrants; file legal documents with appropriate courts; receive claims filed, prepare civil forfeiture files, prepare appropriate documents, send notices to potential claimants; receive, receipt and deposit with Treasurer's office seized money. Prepare grand jury schedule, issue subpoenas, prepare indictments. Maintain division statistical recordkeeping system.

KNOWLEDGE, SKILL AND ABILITY REQUIRED BY THIS POSITION

Knowledge of: Considerable knowledge of standard legal office practices, procedures, documents, terminology, phrases, business English, grammar, and composition; considerable knowledge of recordkeeping and reporting; reasonable knowledge of enforcement and collection of child support procedures; reasonable knowledge of legal-related source agencies. **Skill in:** Taking and transcribing dictation; use of modern office equipment which includes automated equipment and systems; processing information on a computer. **Ability to:** Communicate effectively in oral and written forms; maintain confidentiality; make decisions independently in accordance to established policies and to use judgment in carrying out tasks and responsibilities and manage time efficiently; establish and maintain records, reports, and statistical data; courteously meet and deal effectively with employees, clients and families, other agencies, court personnel, attorneys, law enforcement officials, commissions, contractors, vendors and the public.

Education, experience and training: Three years clerical experience of a progressively responsible nature, two years of which must have been in a public or private law office OR a satisfactory equivalent combination of education, experience and training.

Desirable Qualifications: Notary Public licensure.

SUPERVISORY CONTROLS OF THIS POSITION

This position works under the supervision of an legal assistant, administrative or professional employee. Recurring routine assignments are independently performed by employee on basis of past experience. Employee estimates time and materials and manages time efficiently. Employee uses initiative and judgment in completing routine assignments and interpretation of general administrative or operational policies and procedures is sometimes necessary. Significant

deviations require prior approval. Work is checked at completion of projects. Employees may or may not work in proximity of supervisor.

GUIDELINES

Work is performed within department policy and procedures; federal, state and county statutes, codes, rules and regulations; legal reference materials; various dictionaries; secretarial handbooks; and data processing equipment manuals. The employee uses initiative, judgment and experience to interpret and choose between various alternative guidelines.

PHYSICAL DEMANDS AND WORK ENVIRONMENT

Regular and consistent attendance is required. Works in an office environment; work is generally sedentary; however, some positions may require bending, hearing voice conversations, keyboarding, kneeling, lifting up to 30 pounds, pushing, reaching, standing and walking.

To submit comments or
suggestions
please email
the Human
Resources department.

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This Page was last updated: Friday, January 16, 2015 a

DOUGLAS

#2627 - 3763

LEGAL ASSISTANT 2 JUV AFSCME
Pay Range JUV629

* Circuit Court

INTRODUCTION

These classifications within this three-level series perform duties which utilize specialized knowledge of legal procedures and documents, and affect the accuracy and reliability of further legal-related processes.

This classification is the journey-level to the legal assistant series and is distinguished by considerably varied and complex legal clerical activities requiring a specialized knowledge of legal procedures and documents. This classification leads the work of legal support staff.

EXAMPLES OF PRINCIPAL DUTIES

(Duties assigned to this classification include, but are not limited to, the following examples. Any one position may not perform all listed tasks.)

1. Assume responsibility of overseeing the District Attorney's Office automated system; act as liaison between department and data processing department; move as needed to fill in for support staff in absence and/or to assist overloaded work areas.
2. On a regular and recurring basis, serves as leadworker to support staff; assist supervisor in planning the work schedule, distribute the day-to-day work assignments among employees, maintain in touch with the progress of work and make adjustment to assure timely completion of assigned work. Give on-the-job training and instruction in accordance to established procedures and practices.
3. Prepare, issue and file necessary legal documents in Court; oversee scheduling of court hearings.
4. Participate in establishing policy and procedures and interpret pertinent policy, procedures, laws, and regulations to department personnel, outside agencies and the public.
5. Assist with annual budget preparation; record and monitor fiscal expenditures; maintain inventory of all supplies and equipment; prepare payroll records.
6. Attend meetings or hearings and prepare minutes; may participate in the absence of the division or department head.

KNOWLEDGE, SKILL AND ABILITY REQUIRED BY THIS POSITION

Knowledge of: Thorough knowledge of standard legal office practices, procedures, documents, terminology, phrases, business English, grammar, and composition; considerable knowledge of recordkeeping and reporting; considerable knowledge of legal-related resource/source agencies. **Skill in:** Taking and transcribing dictation; use of modern office equipment which includes automated equipment and systems; processing information on a computer. **Ability to:** Communicate effectively in oral and written forms; maintain confidentiality; plan, organize, and lead support staff; make decisions independently in accordance with established policies; use judgment in carrying out tasks and responsibilities; establish and maintain records, reports, and statistical data; courteously meet and deal effectively with employees, other agencies, state agencies, court personnel, law enforcement officials, attorneys and the public.

Education, experience and training: Four years clerical experience of a progressively responsible nature, two years of which must have been in a public or private law office OR a satisfactory equivalent combination of education, experience and training.

SUPERVISORY CONTROLS OF THIS POSITION

This classification works under the general direction of a legal assistant 3. Recurring routine assignments are independently performed by employee on basis of past experience. The employee receives general instructions regarding the scope and approach to projects or assignments, but procedures and problem resolution are left to the employee's discretion and interpretation. Employee estimates and manages time efficiently. Work is reviewed periodically to ensure determinations and decisions made are in compliance to department policy and procedures.

GUIDELINES

Work is performed with department policy and procedures; federal, state and county statutes, rules and regulations; court regulations; criminal codes; legal reference materials; various dictionaries and secretarial handbooks. The employee uses initiative, judgment and experience to interpret and choose between alternative guidelines.

PHYSICAL DEMANDS AND WORK ENVIRONMENT

Regular and consistent attendance is required. Works in an office environment; work is generally sedentary; however, may require bending, hearing voice conversations, keyboarding, kneeling, lifting up to 50 pounds, pushing, reaching, standing and walking.

Douglas County 1631****LEGAL ASSISTANT 3**
Pay Range GC14L (District Attorney's Office)**INTRODUCTION**

The classifications within this three-level series perform duties utilizing specialized knowledge of legal procedures and documents which affect the accuracy of reliability of further legal-related processes.

This classification is the advanced level of the legal assistant series and is distinguished by the responsibility for organizing and running a legal office and supervising staff. This classification performs technical legal assistant research and drafting of legal documents as required.

EXAMPLES OF PRINCIPAL DUTIES

(Duties assigned to this classification include, but are not limited to, the following examples. Any one position may not perform all listed tasks.)

1. Assume responsibility for managing the office of a county administrator serving as administrative secretary, which includes: act as liaison between department and public providing information requiring knowledge of policy and procedure, maintaining fiscal, employee, office supplies and equipment records; prepare department head correspondence, make reservations and prepare necessary vouchers for travel; compile and prepare quarterly reports; prepare work orders.
2. Determine sequence of procedural steps to move paperwork through department in a timely manner. Monitor work schedules to ensure timely completion of legal tasks on time in accordance with court and statutory time frames.
3. Develop, establish, maintain, and oversee departmental routines and office procedures, computerized systems, files, forms and recordkeeping. Supervise support staff and is involved in selection, training and evaluation of employees; plan, organize, assign, coordinate and review work of support staff; design and recommend new procedures and change in work flow.
4. Draft and independently prepare initial legal documents, petitions, pleadings, summons, findings of fact, conclusions, orders, and other material of important, and often confidential, nature from brief verbal instructions, notes, or personal knowledge and research. Research information from files, manuals, journals, judgments, and library to support document preparation. Schedule hearings with docket clerk; maintain case docket.
5. Assist with budget preparation; monitor fiscal expenditures. Receive contract funds and monitor department contracts.
6. Attend meetings or hearings and prepare minutes; may participate in the absence of the department head.

KNOWLEDGE, SKILL AND ABILITY REQUIRED OF THIS POSITION

Knowledge of: Thorough knowledge of legal office practices, procedures, documents, terminology, phrases; thorough knowledge of business English, grammar, and composition; thorough knowledge of practices, procedures and policies of a legal office in the public sector and its relationship to courts, municipal government, attorneys. **Skill in:** Taking and transcribing dictation; use of modern office equipment which includes automated equipment and systems; processing information on a computer. **Ability to:** Communicate effectively in oral and written forms; develop, improve, and implement office procedures, forms, systems; independently conduct departmental research and prepare legal reports and correspondence; plan, organize, and supervise the work of support staff; establish and maintain records, reports, fiscal and statistical data; make decisions independently in accordance with established policies, establish new policies when applicable, and to use initiative and judgment in completing tasks and responsibilities; courteously meet and deal effectively with other employees, other agency officials, court personnel, law enforcement officials, attorneys, committees, advisory boards, vendors, clients and families and the public.

Education, experience and training: Five years clerical experience of a progressively responsible nature, two years of which must have been in a public or private law office and includes supervisory experience OR a satisfactory equivalent combination of education, experience and training.

SUPERVISORY CONTROLS OF THIS POSITION

This classification works under the general direction of a department head. Recurring routine assignments are independently performed by employee on basis of past experience. The employee receives general instructions regarding the scope and approach to projects or assignments, but procedures and problem resolution are left to employee discretion and interpretation. Employee works independently and estimates and manages time efficiently. Work is reviewed periodically to ensure determinations and decisions made are in compliance to department policy and procedures.

GUIDELINES

Work is performed within departmental policy and procedures, federal, state and county statutes, rules, regulations and ordinances; court regulations and procedures; criminal and civil codes; numerous legal reference materials and manuals; various dictionaries and secretarial handbooks. The employee uses seasoned judgment, initiative and experience in independently interpreting and applying guidelines and contributes to modifications of existing guidelines by recommending changes or adapting guidelines to problems encountered.

PHYSICAL DEMANDS AND WORK ENVIRONMENT

Regular and consistent attendance is required. Works in an office environment; work is generally sedentary; however, may require bending, hearing voice conversation, keyboarding, kneeling, lifting up to 50 pounds, pushing, reaching, standing and walking.

BANK

2889-3513

OFFICE MANAGER 2

INTRODUCTION

The classifications within this two-level series have a focus on organizing and directing office operations and providing support to a department head in addition to providing direct secretarial assistance as needed and/or supervising support staff. Organizing and directing an office typically include coordinating workflow and communication and developing procedures, policies, materials/forms, and filing and other support systems (including confidential documents) for efficient office operations. Direct secretarial support typically includes responsibility for incoming and outgoing information and paper-flow for the assigned manager, coordinating and maintaining confidential documents and files, using standardized accounting functions to assist in the budget process and code invoices for payment. Supervision of support staff typically includes having primary responsibility for hiring, work assignments, discipline, performance assessment and termination of assigned employees. All levels within this series may provide staff research and project/program management as assigned.

This classification is the second-level within the office manager series is distinguished by supervision of support staff. This classification also provides direct secretarial support to a department head.

EXAMPLES OF PRINCIPAL DUTIES

(Duties assigned to this classification include, but are not limited to, the following examples. Any one position may not perform all listed tasks.)

1. Assume sole responsibility for managing the office of a county manager which includes: act as liaison between the department, other departments and agencies and the public providing information requiring knowledge of office management or departmental policy and procedure; maintain personnel, financial, statistical, and other responsible records; develop office procedures, policies, materials, forms, files and other support systems for efficient office operations. Responsible for workflow and communication coordination between parties. Oversee office computer network.
2. Provide secretarial support; coordinate incoming and outgoing information, paperflow, etc. for manager. Process and maintain confidential documents including personnel and payroll records. Design, compose and type various correspondence, forms, graphics and reports; perform complex word processing and data entry; type from dictation, rough draft or notes; operate a variety of complex office equipment which includes automated equipment utilizing specialized databases, spreadsheets and systems.
3. Assist public in person and by telephone; direct calls and individuals to appropriate source; answer a wide variety of questions related to departmental programs; assist public in locating and obtaining various materials, information and in completing forms, permits, licenses and applications. Interpret to public and information requiring knowledge of department policies and procedures in order to provide assistance, exchange information and solve problems.
4. Supervise assigned clerical support staff; and participates in selection, training, evaluation, discipline and termination of employees; plan, organize, coordinate and review work. Ensure work is in compliance with appropriate regulations. Assume accountability for work performed by support staff. Establish and interpret policy and procedure.
5. Assist in the budget process by coordinating collection and projections of information; monitor and administer budget once adopted. Maintain a variety of department accounting records and logs; code invoices for payment.
6. Collect and record cash payments; write receipt and post to departmental records; balance receipts as assigned. Prepare bank deposits. Issue refund checks, release bail or transfer funds as directed by court.
7. Independently research, compile and summarize information for a variety of reports or to resolve issues or problems; prepare information for inclusion into reports.

KNOWLEDGE, SKILL AND ABILITY REQUIRED BY THIS POSITION

Knowledge of: Thorough knowledge of methods of modern office management and general office practices and procedures; thorough knowledge of record keeping and reporting; considerable knowledge of standard accounting principles; thorough knowledge of word processing, spreadsheet and data base software capabilities, reasonable knowledge of legal terminology and practices.

Skill in: Report writing and composing correspondence; typing rapidly and accurately; use of complex office equipment which includes automated equipment and systems; processing information on a computer; taking and transcribing dictation either manually or by machine.

Ability to: Communicate effectively in both oral and written forms; plan and organize office operations, including developing office systems, policies, and procedures; plan, organize, assign, coordinate, and review work of staff; adjust to priority changes and remain calm and use good judgment during confrontational or high pressure situations; establish and maintain records, reports and statistical data; make decisions independently in accordance with established policies and procedures, establish new policies when applicable, and use initiative and judgment in completing tasks and responsibilities; represent department in a variety of settings; interpret policy and procedures to employees and the public; maintain confidentiality; courteously meet and deal effectively with other employees, public agencies, advisory boards, committees, contractors, lawyers, vendors and the public to interpret policy and administrative regulations and to relay program goals and intent of the department head to give and receive information and resolve problems.

Education, experience and training: Four years progressively responsible clerical experience which includes one year office management and lead or supervisory experience OR a satisfactory equivalent combination of education, experience and training.

Desirable qualifications: Specific knowledge or experience related to assigned department.

SUPERVISORY CONTROLS OF THIS POSITION

This classification works under the guidance of a department head. The employee works independently in administering a complex area of responsibility and confers with supervisor for professional advice. Discretion is required in applying general goal and policy statements, in development of recommendations, policies and procedures and in resolving program problems. Work is accomplished within a broad framework, with authority and responsibility in area of service. Periodic reviews of work performance are conducted in terms of expected results.

This classification supervises clerical support staff in varying degrees and has accountability for work performed in the unit.

GUIDELINES

Work is performed within departmental policy and procedures; federal, state and county statutes, rules and regulations; bargaining unit contracts, personnel rules; office management and secretarial handbooks; software and equipment manuals, specialized dictionaries and legal reference materials. Considerable initiative and judgment is used to interpret these guidelines.

PHYSICAL DEMANDS AND WORK ENVIRONMENT

Work is performed in an office environment and is generally sedentary; however, may require hearing alarms and voice conversation, keyboarding, occasionally lifting up to 14 pounds, pulling, pushing, reaching, sitting, standing and walking. Occasional driving is required.

Baker

2952-3585

LEGAL ASSISTANT

INTRODUCTION

This classification performs legal assistant functions in areas of preparation of varied and numerous legal documents, and sequencing of procedures to process legal work through the department. Serve as administrative secretary to the District Attorney.

EXAMPLES OF PRINCIPAL DUTIES

(Duties assigned to this classification include, but are not limited to, the following examples.)

1. Draft and independently prepare legal documents, motions, complaints, subpoenas, indictments, warrants, extraditions and other material of important, and often confidential, nature ensuring timely filing. Prepare necessary materials for trial. Research information to support document preparation.
2. Coordinate preparation of staff and material for grand jury, criminal and civil trials. Establish and maintain docket of arraignments and cases with dates, notify appropriate people. Notify and/or subpoena all appropriate people. Receive documents from law enforcement and other public agencies. Perform LEDS queries.
3. Assume responsibility for managing the office of the District Attorney which includes: maintain departmental personnel and fiscal records; monitor fiscal expenditures; assist with budget preparation; prepare department head correspondence, maintain calendars. Act as liaison between department and public providing information requiring knowledge of policy and procedure.
4. Determine sequence of procedural steps to move paperwork through department in a timely manner. Monitor attorney work schedule to ensure timely completion of legal tasks in accordance with court and statutory time frames.
5. Oversee clerical support staff and is involved in selection, training, and evaluation of employees; plan, organize, assign, coordinate and review work of support staff; design and suggest new procedures and changes in work flow.
6. Receive and disburse restitution payments received through District Attorney's office. Establish and maintain appropriate reporting records.

KNOWLEDGE, SKILL AND ABILITY REQUIRED OF THIS POSITION

Knowledge of: Thorough knowledge of standard legal office practices, procedures, documents, forms, terminology, phrases; thorough knowledge of practices, procedures and policies of a legal office in the public sector and its relationship to courts, municipal government and attorneys; thorough knowledge of business English, grammar, and composition.

Skill in: Taking dictation and typing and in use of modern office equipment; processing information on computerized equipment.

Ability to: Communicate effectively in oral and written forms; develop, improve, and implement office procedures, forms, systems; independently conduct departmental research and prepare legal documents and correspondence; plan, organize, and oversee the work of clerical support staff; establish and maintain records, reports, and statistical data; make decisions independently in accordance with established policies and to use initiative and judgment in carrying out tasks and responsibilities with general instructions and guidance; use time efficiently; meet and deal effectively with other employees, County department heads, court personnel, State agencies, law enforcement officials, attorneys, vendors, clients and the public to resolve issues/problems, to provide service, and to give or exchange information.

Education, experience and training: Four years clerical experience of a progressively responsible nature, which includes one year in a public or private law office and some supervisory experience and supplemented by training in business or secretarial sciences OR any satisfactory equivalent combination of experience and training.

SUPERVISORY CONTROLS OF THIS POSITION

This classification works under the guidance of the District Attorney. The employee works independently in administering a complex area of responsibility and confers with supervisor for professional advice. Discretion is required in applying general goal and policy statements, in development of recommendations, policies and procedures and in resolving program problems. Work is accomplished within a broad framework, with authority and responsibly in area of service. Periodic reviews of work performance are conducted in terms of expected results.

This classification supervises clerical support staff and has accountability for work performed in the unit.

GUIDELINES

Work is performed within departmental policy and procedures, federal, state and county rules, regulations and ordinances; court regulations and procedures; criminal and civil codes; numerous legal reference materials and manuals; various dictionaries and secretarial handbooks. The employee uses considerable judgment, initiative and experience to interpret and choose between alternatives.

PHYSICAL DEMANDS AND WORK ENVIRONMENT

Work is performed in an office environment and is generally sedentary; however, may require bending, hearing voice conversation, keyboarding, occasionally lifting up to 34 pounds, pulling, pushing, reaching, sitting, standing and walking. Occasional driving is required.

Jefferson County

Position Description

Position: Staff Assistant III	FLSA: Non-exempt
Department: Adult & Juvenile Community Justice	Salary Grade: Grade 14/C
Classification: Service Workers	Status: Full Time

Summary

The Staff Assistant III is responsible for a variety of accounting, secretarial duties and other projects related to the Community Justice Departments (Adult and Juvenile).

Distinguishing Characteristics

This position works under the direct supervision of the Staff Assistant III-Lead. This position requires strong computer skills along with good customer service and telephone skills.

Essential Duties and Responsibilities

- Answers phones.
- Greets the public
- Performs data entry and works with specialized data bases.
- Takes minutes at staff meetings.
- Performs general office duties.
- Collects fees and makes bank deposits.
- Orders office supplies.
- Opens and distributes incoming mails and prepares outgoing mail.
- Keeps all files updated and purged.
- Acts as liaison to various groups including the Department of Revenue, Department of Corrections, State office Operation network, Law enforcement data system , Oregon State Police Criminal Justice Information system, Juvenile Justice Information System, and the ODOC Fee Systems Network.
- Performs client intakes, refers clients to proper sources, and makes appointments.
- Provides Notary services to the public as needed.
- Performs Staff Assistant III – Lead duties in absence of employee.
- Greets the public with courtesy and professionalism.
- Schedules the use of meeting rooms.
- Regular attendance is an essential function of the position.
- Performs other duties as assigned that support the overall objective of the position.

Qualifications

- **Knowledge and Skills**

General knowledge of general office duties, communication skills, computer skills, organizational skills and cash handling. Knowledge of Excel, Word, Windows and other specialty programs.

- **Abilities**

Ability to handle people who may be rude, impatient or offensive. Ability to work cooperatively as a team member. Ability to operate a computer, 10-key calculator,

telephone, fax machine, copy machine and other related office equipment. Ability to pass a criminal background check.

▪ **Physical Abilities**

Ability to sit at a computer screen for extended periods of time. Ability to walk, stand, stoop, bend, kneel and crawl when necessary. Ability to push, pull, or lift greater than 50 lbs on occasion. Ability to convey a positive image of the County.

▪ **Education and Experience**

High School Diploma or equivalent with at least three years experience in an office setting, including one year bookkeeping or accounting experience.

▪ **Licenses and Certificates**

A valid Oregon Driver's License with an acceptable driving record. Must have or be able to obtain LEADS (law Enforcement Data System) certification. Must be or be able to become a Notary Public in the State of Oregon.

▪ **Working Conditions**

Work is performed indoors and outdoors where some safety considerations exist from physical labor and handling of light-to-medium weight, yet, awkward materials.

▪ **Probationary Requirement**

This position is based on the successful completion of a nine-month probationary period.

Modified on: December, 2015

Employee Signature

Date Signed

Supervisor Signature

Date Signed

WASCO COUNTY

17.20-19.49



Job Description Template

Our Vision

Excellence in Government to best serve the citizens of Wasco County

Mission Statement

The mission of Wasco County Government is to ensure the provision of essential public services in a customer-friendly, forward-thinking and fiscally responsible manner that is open and accessible to all.

Job Title:	Secretary II	Department:	Youth Services
Reports To:	Director, Youth Services	Salary Grade:	
Union:		EEO Class:	
FLSA Classification:	Non-Exempt	Revision Date:	September 14, 2012

Summary:

Performs complex specialized clerical duties for with the following tasks are required: courteous and respectful interpersonal interactions, basic accounting and office software, legal paperwork and document preparation, record keeping and reporting, email maintenance and operating a variety of office machines of limited complexity.

Essential Functions (greater than or equal to 10% of time):

- Acts as the first point of contact for all public and clients entering the Department of Youth Services.
- Performs all of the routine secretarial function with increasing latitude for independent judgment and action.
- Works with considerable independence in performing legal secretarial work of a complex nature,
- Data entry and maintenance of information in the Juvenile Justice Information System.
- Schedules appointments, meetings, prepares agendas and records minutes.
- Prepares and routes correspondence relating to department's policies.

Secondary Functions (less than 10% of time):

- Assembles and extracts statistical data satisfying department needs for various reports.

- Maintains files and records for use in preparation of the department budget.
- Liaison with Oregon Youth Authority maintaining integrity and security of the Juvenile Justice Information System.
- Any employee may be required by their manager to perform other duties which may be necessary or desirable and for which the employee is qualified.

Scope and Accountability:

Limited supervision may be exercised over clerical employee or over part-time employees; expected to assist in training new personnel. Works under the supervision of the Department Head; increasing responsibility toward independent action.

Knowledge, Skills, and Abilities:

- High School Graduation or equivalent, supplemented by some college or business school training.
- Minimum of three years experience with increasing responsibility and independent acting business office secretarial experience.

Work Environment:

The work environment characteristics described here are representatives of those an employee encounters while performing while performing the essential function of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is usually moderate.

APPROVED

:

Department Director

Date

Human Resources

Date

ESSENTIAL FUNCTIONS, PHYSICAL DEMANDS AND WORK ENVIRONMENT CHECKLIST

POSITION:

DEPARTMENT:

BODY MOVEMENTS	Never 0%	Rare 1-5%	Occas. 6-33%	Freq. 34-66%	Cont. 67-100%
Bend/Stoop			X		
Crouch/Squat		X			
Kneel		X			
Twist			X		
Crawl	X				
Balancing					X
Walk-Level Surfaces				X	
Walk-Uneven Surfaces			X		
Working at Heights	X				
Climb-Ladder	X				
Climb-Stairs/Inclines			X		

Additional Comments: Conducted in typical office environment.

MATERIALS HANDLING	Never 0%	Rare 1-5%	Occas. 6-33%	Freq. 34-66%	Cont. 67-100%
Lift					
Up to 10 lbs.			X		
11-25 lbs.			X		
26-50 lbs.		X			
51-75 lbs.	X				
Over 75 lbs.	X				

Additional Comments: i.e. Typically lifting files or case of paper and carries short distance.

Carry	Never 0%	Rare 1-5%	Occas. 6-33%	Freq. 34-66%	Cont. 67-100%
Up to 10 lbs.			X		
11-25 lbs.		X			
26-50 lbs.	X				
51-75 lbs.	X				
Over 75 lbs.	X				

Additional Comments: i.e. Typically carries files or case of paper for short distance.

Push	Never 0%	Rare 1-5%	Occas. 6-33%	Freq. 34-66%	Cont. 67-100%
Up to 10 lbs.		X			
11-25 lbs.		X			
26-50 lbs.	X				
51-75 lbs.	X				
Over 75 lbs.	X				

Additional Comments: Pushing/Pulling file drawers.

Pull	Never 0%	Rare 1-5%	Occas. 6-33%	Freq. 34-66%	Cont. 67-100%
Up to 10 lbs.		X			
11-25 lbs.		X			
26-50 lbs.	X				
51-75 lbs.	X				
Over 75 lbs.	X				

Additional Comments: Pushing/Pulling file drawers.

Upper Extremities	Never 0%	Rare 1-5%	Occas. 6-33%	Freq. 34-66%	Cont. 67-100%
Use of Hands					X
Grasp/Grip					X
Pinch/Squeeze				X	
Reach – Overhead			X		
Reach – Shoulder Level				X	
Use of Office Tools					X
Computer Usage					X

Additional Comments: Conducted in typical office environment.

PHYSICAL ENDURANCE	Hours /Day	Comments
Sit	6-8	Able to change pos. freq.
Stand	2-4	
Walk	2-4	On level surfaces
Stand / Walk	2-6	On level surfaces
Overall Job Strength:	Sedentary	

COMMUNICATION	(Mark "X" if critical for job).	
Hearing	X	In person and phone
Vision	X	
Talking	X	In person and phone
Writing	X	Reading. Write legibly.

Additional Comments:

ENVIRONMENT AND EXPOSURES	(Mark "X" if critical for job).	
General Office	X	
Noise Level	X	Ambient
Weather Conditions		
Airborne Exposures		
Bloodborne Pathogens		
1st Aid/CPR Certificate		

OTHER JOB DEMANDS	Yes/No	Comments
Independent Judgment	Yes	Reactive and Proactive
Analytical Ability	Yes	
Active Listening	Yes	Attentive
Problem Solving	Yes	
Self Accountability	Yes	
Conflict Resolution	Yes	
Positive Regard for Others	Yes	Team player, Congenial & respectful
Flexibility/Adaptability	Yes	
Public Relations	Yes	
Attention to Detail	Yes	Accuracy required
Time Management	Yes	Organizational skills
Objectivity	Yes	
Leadership Skills	No	
Frequent Interruptions	Yes	
Study/Apply New Skills	Yes	
Computer Usage	Yes	Proficiency & competency
Driving	Yes	Travel - multiple worksites
CDL Licensure	No	

Additional Comments:

Conflict Resolution: May encounter frustrated and/or potentially angry employees; facilitate positive outcome.

Analyzed By:	Supervisor's Name, Title
Date Reviewed:	

As part of the recruitment/selection or reclassification process, I have been provided with the above list of essential functions and class specification. I certify that I have read and understand the essential functions of this position, and that I am capable of performing each one with or without accommodation. If I need an accommodation to assist in performing any function(s), I have made that known to Human Resources. I understand that if I were to need an accommodation to the essential functions in the future, I will contact Human Resources. I understand that falsification of this certification may constitute grounds for immediate discharge.

Employee's Name (Please print)

Employee's Signature

Date

* * * * *

This entire document with original signatures is to be placed in the employee's personnel file.



17.52 - 18.40 - 19.32 - 20.29 - 21.30 - 22.36

Administrative Assistant Lake County Community Justice

OVERVIEW OF THE POSITION

This position provides clerical support and public service coordination for the Community Justice Department.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

Utilize a computer to type reports, narratives, statistics, memoranda, investigations and correspondence from dictation, draft or general instructions.

Receive payments, issue receipts, and make deposits of client supervision fees. Balance the cash drawer.

Maintain assignment logs, office manuals, directories, training records, budget documents, and statistics.

Perform basic clerical duties including, but not limited to, filing, copying, and distributing; take minutes at meetings and maintain files.

Assist in training volunteers and staff in the Law Enforcement Data System (LEDS), the Offender Accountability Tracking System (OATS) and other computer applications as requested.

Responsible for the maintenance of offender files in the statewide management information system, including case identification, and assignment & terms of supervision; prepare and assemble files; process and forward as appropriate; close files as directed; set up investigation files for presentence investigations, in-state investigations, out-of-state investigations, and parole release plan investigations; access LEDS in order to enter, modify, and retrieve information as requested.

Answer telephone and forward calls, take messages, give general information, and answer questions; receive office visitors and clients, directing them to appropriate staff.

Responsible for opening and securing the office daily; remains in the office when officers are in the field or at meetings.

Responsible for coordinating community service work with local non-profit agencies for Adult Community Corrections Offenders, Juvenile and Bench Probationers, and Traffic Court Offenders.

Enter pertinent information into the DOC system, LEDS, and OATS, and maintain information for monthly and annual reports. Submit updated and monthly Misdemeanor/Bench Probation

community service reports to Lake County Circuit Court.

Coordinate community service/work crew with Facility Manager and/or his/her designee to monitor and prioritize community/county projects in need of completion.

Assist the Director with all accounts payables and Budget Preparation.

Maintain and order all office supplies, office equipment, and UA supplies.

Travel to North Lake County on an as needed basis for service delivery.

Work closely and professionally with all Public Safety Partners (Law Enforcement Agencies, Court Offices, State-wide Community Corrections Offices, District Attorney Offices) regarding any and all Corrections Clients or for the needs of the Lake County Community Justice Office. Other related duties as assigned by management.

OCCUPATIONAL CERTIFICATES / LICENSES

High School Diploma or equivalent.

Valid Oregon Driver's License

LEDS Certifications (if not certified, must be able, and will be required, to obtain certification within 2 months of employment.)

EDUCATIONAL CERTIFICATES / LICENSES

Three years of clerical experience, including word-processing; must be able to proficiently operate standard office equipment, including computer, fax, and copier.

COMPENSATION

This is a full-time position with the Community Justice Department, and includes full benefits. This is a non-exempt, union position, and starting pay range is \$2,804 to \$3,579 per month. Starting compensation is determined by Lake County based upon skill and experience. The normal work schedule will not exceed 37.5 hours per week.

APPLICATION & SELECTION PROCESS

Application materials are available from Lake County Business Services Department located in the Lake County Courthouse 513 Center Street, Lakeview, OR 97630. To apply, return a completed Lake County Employment Application to the Business Services Department.

18.14 - 18.41 - 18.69 - 18.97 - 19.25

WALLOWA COUNTY
Job Description

Job Title: Juvenile Councilor
Department: Department of Youth Services
FLSA Status: Hourly - Union
Reports To: Youth Services
Approved By: Board of Commissions
Approved Date: June 5, 2015

POSITION SUMMARY: Performs professional case management in the investigation, counseling, adjustment, rehabilitation and guidance of youth offenders; to perform related work as required.

DISTINGUISHING FEATURES: Juvenile Counselors perform a full range of duties, possess functional expertise, and perform specialized duties in a highly independent manner. Work is performed within the framework of restorative justice, in addressing needs of offenders, their families and crime victims in the areas of accountability, competency development and public safety. Some direction is provided after assignment; however, employee has some choice of method and occasionally develops their own methods in the delivery of service. An employee in this class works under the general supervision of the Juvenile Department Director, who reviews work for adherence to establish policies and procedures through consultation and review of reports.

ESSENTIAL JOB FUNCTIONS (illustrative only): Any single position of a class will not necessarily involve all of the duties listed, and many positions will involve duties which are not listed.

1. Manages a caseload of delinquent youth.
2. Reviews police reports and investigates cases according to policy and direction.
3. Conducts intake interviews with juveniles and parents/guardians to gather information and explain the Juvenile Court process.
4. Conducts comprehensive risk assessments and interviews with offenders, parents, law enforcement officers, court personnel, schools, victims, treatment agencies, etc., to determine facts and appropriate course of action.
5. Identifies and develops community resources and support programs. Prepares summary and recommendations on case dispositions to the Juvenile Court. Attends and participates in Juvenile Court hearings.
6. Prepares summary and recommendations on case dispositions to the Juvenile Court. Attends and participates in Juvenile Court hearings.

7. Develops and implements case plans with youth and parents with the goal of establishing pro-social behavior and repairing the harm caused to the community and victim(s).
8. Counsels and supervises juveniles placed on formal probation, formal accountability agreements or diversion which includes monitoring the terms and conditions of probation through regular contacts at office, residence, school, places of work or in the community. Coordinate youth's community work service and enter hours into JJIS.
9. Motivates and manages the offender's conditions of supervision and rehabilitation by using an appropriate continuum of graduated sanctions and incentives.
10. Responds promptly to emergency situations and crisis calls at the request of law enforcement officers, treatment providers, school personnel, parents or other individuals.
11. Provides counseling, both crisis and other for families and juveniles individually.
12. Investigates and evaluates the possibility of out of home placements.
13. Conducts personal and property searches, and/or periodic drug testing as established in policy, procedure or standard.
14. Provides necessary transportation for juveniles to and from facilities, when transporters are unavailable.
15. Shares 24 hour on call responsibilities with other staff, and authorize detention when it is appropriate for the youth.
16. Enters and retrieves offender information in the Juvenile Justice Information System (JJIS) as established in policy, procedure and standards.
17. Prepares warrants, petitions and other legal documents required by the Court.
18. Formulates and presents oral recommendations to the court regarding detaining/releasing offenders, treatment/compliance issues, and residential or youth correctional facility placements; testifies in court as needed.
19. Develop services for youth whom have not yet committed an act that would bring them before the Juvenile Department, but are in need of assistance. Coordinate with schools, parents, and other agencies for referrals and services. Coordinate diversion projects such as girls circle and the youth employment program.
20. Prepares and oversees contracts with providers of services for youth in contact with the Juvenile Department, including tutoring services, tracking services, and other as deemed appropriate.
21. Provides back up support for the Justice Center Clerical Assistant front window position; which includes relieving breaks, vacation, sick leave, medical leave, etc.

AUXILIARY JOB FUNCTION: Takes juveniles before the court for hearings. Transports juveniles to and from other facilities. Takes juveniles into custody as authorized by State statute and department policy. Enters specific data into the Juvenile Justice Information System. Responds and provides assistance to law enforcement agencies, schools and other social service agencies. Performs additional interoffice tasks as assigned. Maintains proficiency by attending conferences and meetings. Meets with the director of the Juvenile Department on an ongoing basis.

JOB QUALIFICATION REQUIREMENTS: Considerable knowledge of juvenile behavior and adjustment problems and methods of treating them, and of the Juvenile Justice System in the State of Oregon. Knowledge of counseling methods and techniques. Ability to prepare accurate and complete reports and court documents on a PC. Communicate effectively both verbally and in writing. Develop and maintain effective working relationships with schools, other social service professionals, law enforcement personnel, parents, juveniles and the general public. Remain calm and work successfully with individuals and families in crisis and emotional situations. Have the ability and skill to work with maladjusted children, adolescents and their families. Proficiency with PC's and data entry into a statewide network system. Willingness to be available on a 24 hour on-call basis.

MANDATORY REQUIREMENTS: Bachelor's degree in social work, psychology, criminology, sociology or related field, preferably supplemented by experience in working with delinquent or troubled juveniles, or any equivalent combination of experience and training which demonstrates the ability to perform the duties above.

DESIRABLE REQUIREMENTS: Completion of the Oregon Juvenile Department Directors Association courses (i.e. Fundamental Skills Training).

SPECIAL REQUIREMENTS: Must have a valid Oregon State Driver's License, must satisfactorily complete courses regarding the Juvenile Justice System and receive appropriate certifications on an ongoing basis. Must pass a law enforcement background check.

PHYSICAL DEMANDS OF POSITION: While performing the duties of this position the employee is frequently required to sit at a desk for long periods of time. The position requires mobility and the ability to operate a motor vehicle. Manual dexterity and coordination are required for periods of time while operating equipment such as a computer keyboards and motor vehicles. The position may be required to deal with violent and combative individuals requiring considerable physical effort. Requires use of restraints including handcuffs and shackles (leg irons) and waist belts when transporting detainees.

WORKING CONDITIONS: Work locations are in all types of indoor and outdoor environments. Contact with individuals who may be violent, combative and under the influence of drugs or alcohol or who may have a communicable disease. Employees at times operate Sheriff's vehicles and may be required to sit for extended periods of time while performing various duties. Must be available 24 on-call duty on a rotating basis.

SUPERVISORY RESPONSIBILITIES: Supervision is not normally a responsibility of positions in this classification.

SUPERVISION RECEIVED: Work is performed under the general supervision of the Juvenile Department who reviews work for adherence to establish policies and procedures through consultation and review of reports.

WORK ENVIRONMENT/PHYSICAL DEMANDS SUMMARY:

Works in an office environment and is generally sedentary, however, may require bending, hearing voice conversation, keyboarding, sitting, standing and walking.

The physical demands are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties.

This job description in no way states or implies that these are the only duties to be performed by an employee occupying this position. Employees may be required to perform other related duties as assigned, to ensure workload coverage. Employees are required to follow any other job-related instruction and to perform any other job-related duties requested by their supervisor. This job description does NOT constitute an employment agreement between the employer and employee, and is subject to change by the employer as the organizational needs and other requirements of the job change.

The job specification requirements stated are representative of minimum levels of knowledge, skills, and abilities to perform this job successfully. Any satisfactory equivalent combination of experience and training which ensures the ability to perform the work may substitute for the above so that the employee will possess the abilities or aptitudes to perform each duty proficiently.

I have read and understand the above job description.

Employee Signature

Date:

JUVENILE & ADULT CORRECTIONS SECRETARY

L-5

GENERAL STATEMENT OF DUTIES: Perform a variety of administrative and / or technical duties in support the Juvenile and Adult Corrections Department; does other work as required.

DISTINGUISHING FEATURES OF THE CLASS: An employee in this classification provides support to the Department Director, requiring knowledge of departmental operations, policies and terminology, and the handling of sensitive and confidential information. Work is performed under the general supervision of the Director who reviews work primarily on the basis of results attained. Within general procedures and guidelines, employee may develop and refine routines to complete work. Supervision is not normally a responsibility of positions in this classification; however, may be involved in the training of new employees.

EXAMPLES OF ESSENTIAL FUNCTIONS:

- 1) Type from rough draft or brief instructions from a variety of memos, letters, documents and reports often of a sensitive or confidential nature.
- 2) Compose routine correspondence for signature of departmental personnel, applying knowledge of established departmental procedures and functions.
- 3) Act as department receptionist, screen visitors and callers to determine needs, arrange appointments, direct persons to appropriate individual, make referrals, etc.
- 4) Perform minor research work for departmental activities, (i.e. prepare grant applications, develop specifications, locate persons and services etc).
- 5) Maintain department fiscal records and balances to monitor budgetary expenditures. May prepare billings to outside agencies as a part of fiscal responsibilities. Gather data, posts, sorts, checks and maintain records, receipts for money received.
- 6) Develop and maintain filing and recordkeeping systems for department. Receive and process various documents related to department activities. Ensure retention schedule of records is maintained.
- 7) Assist Director is preparing monthly reports, monitor budget expenditures, gather and maintain statistical data necessary to develop and monitor budgets.
- 8) Monitor status of pending projects, follow up with other staff regarding deadlines, and coordinates other clerical staff's work schedule.
- 9) Coordinate and schedule various meetings, prepare meeting agendas and gather necessary data and records; transcribe and distribute minutes.

THE ABOVE DESCRIPTION COVERS THE MOST SIGNIFICANT DUTIES PERFORMED BUT DOES NOT INCLUDE OTHER OCCASSIONAL WORK, THE INCLUSION OF WHICH WOULD BE IN CONFORMITY WITH THE FACTOR DEGREES ASSIGNED TO THE JOB.

WORK ENVIRONMENT: Work is performed in a general office environment with daily exposure to risk accompanying office contact with clients (i.e. physical harm, offensive language). Includes working at video display screen for extended periods of time; may be asked to take urine samples from offenders of the same sex.

DESIRABLE QUALIFICATIONS

KNOWLEDGE OF: Thorough knowledge or recordkeeping systems, business office etiquette and general office practices and procedures. Knowledge of word processing, spreadsheet and database software; and knowledge of terminology, operations and policies, governing laws of the department or ability to rapidly acquire such knowledge.

ABILITY TO: Interpret governing regulations, policies and procedures of department's function, effectively explain policies and procedures to others, research areas of responsibility and make procedural recommendations. Communicate effectively both verbally and in writing, organize, file, and retrieve materials and documents, and deal courteously and tactfully with the general public.

SKILL IN: The operation of standard office equipment, including computer operations, word processing, spreadsheet and database software.

EXPERIENCE AND TRAINING: High school graduation or equivalent, supplemented by college level courses in clerical/business operations curriculum and over two years responsible office experience or any satisfactory combination of experience and training which demonstrated the knowledge, skills and abilities to perform the above described duties.

2018-2019 WAGE SCALE NON-EXEMPT

2.13% C.O.L.A.

	POSITION TITLE	Hourly	Base	
			Monthly	Yearly
I - 8	Adult Parole & Probation Officer Juvenile Counselor II Probation Counselor Misdemeanor Co Court Adm Assist - Human Resources	24.42	4,233.00	50,796.00
J - 7	Juvenile Counselor I Fair Manager - RV Park Manager Chief Deputy Assessor - Vet's Officer DV Prevent Coord	22.86	3,962.00	47,544.00
K - 6	Co Court Secretary - Asst Watermaster Legal Assistant - Property Appraiser I Road Office Mgr Road Safety Risk Manager Property Maintenance Specialist Victim Asst Program Manager	21.39	3,708.00	44,496.00
L - 5	Deputy Clerk-Bookkeeper - JP Clerk Deputy Treas - Extension Office Coord Asst Librarian - Planning Assistant Juvenile Sec - Adult Secretary Case Aid Courthouse Maint - Ass't Planner	20.04	3,473.00	41,676.00
M - 4	Road Secretary Dept Secretary - Adm Secretary Fair Groundskeeper DV Victim Intervention Community Service Program Supervisor (K) Civil Deputy	18.77	3,253.00	39,036.00
N - 3	Library Assistant	17.60	3,050.00	36,600.00
O - 2	Custodian - Department Assistant Airport Assistant	16.44	2,850.00	34,200.00
	Forest Patrol	14.00		
	Temporary Relief Help	12.00		
	Road Union Equip Operators - Mechanics 2.13%	21.24		
	Road Equip Operators - Season-temp	19.00		
	Road Flaggers	16.00		
	Senior Citizens - Head Cooks	10.81		
	Senior Citizens - Assistant Cooks	10.70		
	On Call	1.50		

County shall pick up the employees' contribution to PERS.

All non-represented employees who work 20 hours or more per week shall receive \$8.00 per month longevity pay for every completed year of service with the county.

NO JUVENILE ASSISTANT

\$ 3582-4762

Sherman County District Attorney
Office Manager/Paralegal

NATURE AND SCOPE:

Performs a wide range of high level administrative work and legal support duties in the field of criminal prosecution for the District Attorney; work involves thorough knowledge of criminal process, the law and legal documents.

Assists the District Attorney by performing a broad range of paraprofessional legal work, which includes the investigation of facts, preparation of legal documents, researching legal precedent, statutes, codes, and documents, and other work related to prepare for and support legal proceedings

Serves as a liaison to the Sherman County Circuit Court, Sheriff's Office, Oregon State Police, the Medical Examiner and other District Attorney's Offices; and contact person for questions related to prior convictions.

The position will carry out the full scope of the job with minimal supervision, often serving as the initial point of contact for people contacting the District Attorney.

The position works with sensitive and confidential information.

ESSENTIAL FUNCTIONS:

- Constructs, organizes and maintains case files; organizes computerized information; locates, reviews and obtains documents and electronic evidence to be included in discovery such as police reports, search warrants and affidavits; provides for production and delivery of documents.
- Monitors case progress and deadlines; prepares routine and some non-routine correspondence; tracks issuance of subpoenas and re-issuance where cases are set over; coordinates and monitors trial process deadlines.
- Prepares and drafts court orders, motions, subpoenas and legal documents; proofreads orders for correctness; prepares charging documents for arraignment; drafts routine motions such as return of property, postpone trial and disqualify judge; drafts answers to motions to compel discovery, change of venue, setting aside indictment, suppression, new trial, release pending new trial/appeal and other issues.
- Works with in-state and out-of-state law enforcement agencies to track fugitive information and/or outstanding warrants; coordinates all IAD, fugitive, detainer and extradition paperwork between attorneys and staff; develops and maintains tracking mechanisms for all pending fugitive/detainer processes.
- Process and submit to the Bureau of Criminal Identification the finger print cards, listing the disposition of every individual arrested in our county.
- Assists in preparing cases for court proceedings; assembles and prepares trial notebooks; reviews, organizes and indexes documents and electronic information; prepares exhibits and exhibit lists; corresponds with other agencies/departments to order, download, transfer or otherwise obtain evidence; works with law enforcement agencies to ensure evidence is tracked and secure; scans documents or photos for digital use; stores, redacts, creates, sends and duplicates electronic evidence, including digital audio and/or video files for attorney use, discovery purposes and/or trial; manages document flow; prepares and organizes exhibits; drafts jury instructions; attends and assists at trial and sentencing hearings as necessary.
- Plans and coordinates administrative activities for the District Attorney including communications, meeting agendas, schedules and calendars; travel arrangements; and outreach.
- Responsible for reviewing all VOCA and CAMI grants; staying up to date with law and legislature changes.
- Assigns, supervises, coordinates, schedules and evaluates the work of assigned staff, plans and organizes workloads and staff assignments, advises, assists and trains staff as necessary; conducts performance evaluations and makes recommendations regarding the promotion or termination of staff.
- Manage the preparation of the budget and subsequent budgetary and fiscal control programs; participate in the forecast of additional funds needed for staffing, equipment, materials, and supplies; administer the approved budget.
- Monitors the budget, expenditures, billings, and the receipt and transmittal of department funds. Oversee or perform purchasing, accounting, and inventory control functions; recommend purchases for specialized equipment needs.

- Assists in the development and implementation of department goals, objectives, procedures, and short and long-range plans. Develops, recommends and implements policies, procedures and office systems.
- Remains current of legislation, legal requirements, and ordinances affecting office operations and interprets information to advise staff of any applicable changes in procedures to reflect revised legal requirements.
- Performs administrator duties for Prosecutor by Karpel; maintains and updates database, runs reports, monitors user use and write templates.
- Acts as Law Enforcement Data System (LEDS) representative; maintain LEDS certification, monitor staff use, comply with all rules and regulations, conduct audits along with the State as requested.
- Handles all media requests and drafts media releases.

KNOWLEDGE, SKILLS AND ABILITIES:

Requires knowledge of the principles, practices, and procedures of management; legal and criminal terminology; court procedures; knowledge of budgeting procedures and techniques; knowledge of the principles, practices and theories of public administration; knowledge of the principles and practices of fiscal management, budget administration and control; knowledge of the principles and practices of supervision, training, and personnel management;

The ability to organize, plan, and implement a comprehensive administrative program and legal support work; compile and maintain complex and confidential records, reports and data and a variety of information from multiple formats and sources; ability to prepare and administer a budget; ability to supervise, train and evaluate assigned staff; ability to evaluate, formulate, and implement administrative policies and procedures; ability to plan, develop, and evaluate department funding requirements; ability to communicate effectively, both orally and in writing, with all levels of the organization, the public and other agencies; ability to establish and maintain cooperative working relationships with individuals, whether members of the public or coworkers, from diverse groups and backgrounds; ability to coordinate and monitor a variety of functional areas simultaneously; ability to interpret laws, rules, regulations, and County and department policy.

Ability to perform legal research, prioritize appropriately, analyze legal documents for accuracy, follow oral and written instructions of a complex nature, communicate effectively in English, maintain confidentiality and operate general office equipment.

QUALIFICATIONS

1. Bachelor's Degree required. Paralegal certificate highly desirable.
2. Legal and office experience required.
3. Computer skills / word processing required.
4. Notary Public required or ability to obtain within 30 days of hire.
5. Must have the ability to become LEDS certified within 90 days of hire.
6. Requires the successful completion of a criminal background check.
7. Confidentiality of sensitive material required.

Sherman County does not have an Office Assistant in the Juvenile Department and the DA Legal Secretary's official title is Office Manager. Not the information you were hoping for, but I have attached that job description for reference. The current pay scale for that position is \$3,552 - \$4,762.

Position Description

JOB DESCRIPTION

Prior to current
Updated in 2014

Date Prepared: May 13, 1995

Position Title: Office Support Specialist

Department: Juvenile Department

Supervisor: Juvenile Director

Position Overview: The Office Support Specialist, under the limited supervision of the Juvenile Director, is responsible for the administrative organization of the Morrow County Juvenile Department office. This includes records, financial files and reports, correspondence and clerical/ receptionist responsibilities. In addition, this position is responsible for managing and implementing the expunction of records.

Resources Influenced:

Annual Operating Budget:

Total Employees in your chain-of-command:

Reporting Positions:

Working Environment: The work and responsibilities are performed in the office of the Morrow County Juvenile Department.

Qualifications:

1. Education - Associate's degree or equivalent with emphasis in office management.
2. Experience - Three years experience in office and secretarial work, two years of which must be in a legal or law enforcement office.
3. Equipment used - Computer, telephone, typewriter, printer, postage machine, copy machine, coffee machine and assorted tools.
4. Working knowledge of legal terminology.
5. Ability to use accepted accounting procedures.
6. Ability to make independent decisions and solve problems pertaining to the Juvenile Department.
7. A thorough knowledge of secretarial techniques and procedures and the ability to implement them.
8. The ability to explain complex issues in situations which are sometimes adversarial.
9. Ability to learn and utilize various software programs for a variety of office functions.
10. Ability and skill to compose and type correspondence from the Juvenile Department.
11. Ability to develop a working knowledge of various state and federal laws, regulations and guidelines relating to the Juvenile Department.
12. Ability to effectively use oral and written communication in the performance of

- duties and responsibilities.
13. Ability to learn and implement county procedures, regulations and requirements with respect to procurement, budget, safety, operations and organization.

Essential Job Functions

Physical:

- Ability to lift 40 pounds (box of paper)
- Ability to sit for extended periods of time.

Mental:

- Ability to read, write and comprehend English.
- Ability to perform basic math functions.

Job Duty Outline:

- I. Manage the office functions and procedures of the Juvenile Department.
 - A. Provide administrative support for the Juvenile Director.
 - B. Respond to informational inquiries from the public, agencies and organizations.
 - C. Distribute mail.
 - D. Manage the office supplies and materials.
 - 1. Maintain inventory of office supplies and materials.
 - 2. Order supplies and materials as needed.
 - E. Submit and sign claims for payment.
 - F. Maintain inventory of office equipment.
 - G. Maintain and monitor department budgets.
 - H. Answer phone line.
 - I. Respond to the public at the counter.
 - J. Arrange for housing for runaways picked up from out of the area.
- II. Manage and maintain the Juvenile Department Information System.
 - A. Prepare statistical reports according to guidelines and regulations.
- III. Prepare and maintain case files.
 - A. Copy police report, citation and other relevant documents.
 - B. Submit appropriate documents to the District Attorney's office.
 - C. Prepare summons to court and a subpoena, if needed.
 - D. Draft Order and Disposition.
 - E. Mail summons.
 - F. Obtain Judge's signature on Order.
 - G. Prepare correspondence for case.
 - H. Prepare and include any legal documents or other correspondence pertaining to the case.
- IV. Prepare and maintain ledgers of court orders for each case.
 - A. Send time sheets to the agencies or organizations that will be supervising community service assignment.
 - B. Monitor attendance at community service assignment.
 - C. Develop and maintain files of fines and restitution orders levied and paid.
 - 1. Submit fine and restitution payments to Clerk's office for disbursement.

- V. Manage and implement the expunction of juvenile records and files.
 - A. Monitor schedule and deadlines.
 - B. Notify District Attorney's office of request for expunction of records.
 - C. Submit order for expunction to the Judge for approval and signature.
 - D. Send order with cover letter to each agency involved with the case.
 - E. Receive response from involved agencies.
 - F. Send client a list of complying and non-complying agencies.
- VI. Department Organization
 - A. Communicate with other department employees to effectively and efficiently coordinate work programs.
 - B. Communicate with employees from other departments and agencies in order to coordinate and implement the work program.
 - C. Communicate with members of the general public in order to coordinate work programs and provide appropriate information about county activities.

Current

JOB DESCRIPTION

Date Prepared: December 2014

Position Title: Office Support Specialist

Department: Juvenile Department

Supervisor: Juvenile Director

Position Overview: The Office Support Specialist, under the limited supervision of the Juvenile Director, is responsible for the administrative organization of the Morrow County Juvenile Department office. This includes records, financial files and reports, correspondence and clerical/ receptionist responsibilities. In addition, this position is responsible for managing and implementing the expunction of records and completing other legal documents.

Resources Influenced:

Annual Operating Budget:

Total Employees in your chain-of-command:

Reporting Positions:

Working Environment: The work and responsibilities are performed mostly in the office of the Morrow County Juvenile Department.

Qualifications:

1. Education - Associate's degree or equivalent with emphasis in office management.
2. Experience - Three years experience in office and secretarial work, two years of which must be in a legal or law enforcement office.
3. Equipment used - Computer, telephone, typewriter, printer, postage machine, copy machine, scanner, FAX and assorted tools.
4. Working knowledge of legal terminology.
5. Ability to use accepted accounting procedures.
6. Ability to make independent decisions and solve problems pertaining to the Juvenile Department.
7. A thorough knowledge of secretarial techniques and procedures and the ability to implement them.
8. The ability to explain complex issues in situations which are sometimes adversarial.
9. Ability to learn and utilize various software programs for a variety of office functions.
10. Ability and skill to compose and type correspondence from the Juvenile

- Department.
11. Ability to develop a working knowledge of various state and federal laws, regulations and guidelines relating to the Juvenile Department.
 12. Ability to effectively use oral and written communication in the performance of duties and responsibilities.
 13. Ability to learn and implement county procedures, regulations and requirements with respect to procurement, budget, safety, operations and organization.

Essential Job Functions

Physical:

- Ability to lift 40 pounds (box of paper).
- Ability to sit for extended periods of time.
- Ability to word process at 40 wpm.
- Regular and predictable attendance.
- Ability to enter and retrieve data from County computers and software.
- Ability to answer phones and transfer calls if appropriate.

Mental:

- Ability to read, write and comprehend English.
- Ability to perform basic math functions.
- Ability to comprehend complex issues and commit these issues to writing.
- Ability to maintain confidentiality.
- Ability to greet customers in the office and on the phone in a courteous and professional manner.
- Ability to work with customers in occasionally stressful situations.

Job Duty Outline:

- I. Manage the office functions and procedures of the Juvenile Department.
 - A. Provide administrative support for the Juvenile Director.
 - B. Respond to informational inquiries from the public, agencies and organizations.
 - C. Distribute mail.
 - D. Manage the office supplies and materials.
 1. Maintain inventory of office supplies and materials.
 2. Order supplies and materials as needed.
 - E. Submit and sign claims for payment.
 - F. Maintain inventory of office equipment.
 - G. Maintain and monitor department budgets.
 - H. Answer phone line.
 - I. Respond to the public at the counter.
- II. Manage and maintain the Juvenile Justice Information System (JJIS).
 - A. Prepare statistical reports according to guidelines and regulations.
 - B. Input data as required into JJIS.

- III. Prepare and maintain case files.
 - A. Copy police report, citation and other relevant documents.
 - B. Submit appropriate documents to the District Attorney's office.
 - C. Prepare summons to court and a subpoena, if needed.
 - D. Draft Order and Disposition.
 - E. Mail summons.
 - F. Obtain Judge's signature on Order.
 - G. Prepare correspondence for case.
 - H. Prepare and include any legal documents or other correspondence pertaining to the case.
- IV. Prepare and maintain ledgers of court orders for each case.
 - A. Send time sheets to the agencies or organizations that will be supervising community service assignment.
 - B. Develop and maintain files of fines and restitution orders levied and paid.
 - 1. Submit fine and restitution payments to Clerk's office for disbursement.
- V. Manage and implement the expunction of juvenile records and files.
 - A. Monitor schedule and deadlines.
 - B. Notify District Attorney's office of request for expunction of records.
 - C. Submit order for expunction to the Judge for approval and signature.
 - D. Send order with cover letter to each agency involved with the case.
 - E. Receive response from involved agencies.
 - F. Send client a list of complying and non-complying agencies.
- VI. Department Organization
 - A. Communicate with other department employees to effectively and efficiently coordinate work programs.
 - B. Communicate with employees from other departments and agencies in order to coordinate and implement the work program.
 - C. Communicate with members of the general public in order to coordinate work programs and provide appropriate information about county activities.

7scale

~~Position Removed~~

Tom McCabe

JOB DESCRIPTION

Date Prepared: October 2016

Position Title: Assistant to Juvenile Director

Department: Juvenile Department

Supervisor: Juvenile Director

Position Overview: Under the limited supervision of the Juvenile Director, the Assistant to the Juvenile Director performs various office duties and works with youth on an individual basis.

Resources Influenced:

Annual Operating Budget:

Total Employees in your chain-of-command: Reporting

Positions:

Working Environment: Work is performed in the office of the Morrow County Juvenile Department.

Qualifications:

1. Education - Associate's degree or equivalent with emphasis in office management or education or similar curriculum.
2. Experience - Two years experience in office work, two years of which must be in a legal or law enforcement office.
3. Equipment used - Computer, telephone, typewriter, printer, postage machine, copy machine, personal electronic devices and assorted tools
4. Working knowledge of legal terminology.
5. Ability to use accepted accounting procedures.
6. Ability to make independent decisions and solve problems pertaining to the Juvenile Department.
7. The ability to explain complex issues in situations which are sometimes adversarial.
8. Ability to learn and utilize various software programs for a variety of office functions.
9. Ability and skill to compose and type correspondence from the Juvenile Department.
10. Ability to develop a working knowledge of various state and federal laws, regulations and guidelines relating to the Juvenile Department.
11. Ability to effectively use oral and written communication in the performance of duties and responsibilities.

12. Ability to learn and implement county procedures, regulations and requirements with respect to procurement, budget, safety, operations and organization.

Essential Job Functions

Physical:

1. Ability to push, pull and lift up to 40 pounds (box of paper).
2. Ability to sit for extended periods of time.
3. Ability to word process at 40 wpm.
4. Regular and predictable attendance.
5. Ability to enter and retrieve data from County computers and software.
6. Ability to answer phones and transfer calls if appropriate.
7. Ability to operate an automobile independently.
8. Ability to walk, sometimes on uneven ground.

Mental:

1. Ability to understand and comprehend written and oral instructions.
2. Ability to read, write and comprehend English.
3. Ability to perform basic math functions.
4. Ability to comprehend complex issues and commit these issues to writing.
5. Ability to maintain confidentiality.
6. Ability to greet clients and the public in the office and on the phone in a courteous and professional manner.
7. Ability to work with clients and the public in occasionally stressful situations.
8. Ability to explain Juvenile Department practices and policies to a wide range of audiences, some of whom may be angry or agitated.

Job Duty Outline:

- I. Assist in managing and maintaining the Juvenile Justice Information System (JJIS).
 - A. Maintain communication with the State on JJIS issues.
 - B. Record documents.
 1. Police reports, petitions, adjudication, disposition, youth and family information, victims (etc.).
 2. Develop documents.
 3. Open, close and expunge youth in JJIS.
 4. Access reports.
 5. Maintain JJIS Security User Agreement along with distribution and retention of agreements.
- II. Assist in managing and facilitating expungement of youth records
 - A. Follow ORS rules for Formal and Informal Case Files.
 1. Destroy court ordered expungement files.
 2. Destroy records that meet minimum retention for expungement.
- III. Monitor and manage Victim's Rights.

- A. Send Victim Impact Statement and related documents to victim of crime.
 - B. Monitor and record in JJIS.
 - C. Update when Victim Impact Statement and related documents are returned to Juvenile Department.
 - 1. Send returned documents to Victim/Witness Advocate (DA's office).
- IV. Perform clerical and receptionist duties and tasks.
- A. Staff the office.
 - B. Answer and respond to phone calls.
 - C. Perform filing, typing and other general office tasks.
- V. Case transfer requests.
- A. Transfer police reports of youth to resident county
 - 1. Keep record of transfer
- VI. Law Enforcement Data System.
- A. Validate user agreement when requested.
- VII. Any and all other duties as assigned by supervisor.
- VIII. Department Organization
- A. Communicate with other department employees effectively and efficiently.
 - B. Communicate with employees from other departments and agencies in order to keep the Juvenile Department running smoothly.
 - C. Communicate with members of the general public in order to work provide appropriate information about county activities.

Current Position

Compared
(scale 10)

JOB DESCRIPTION

Date Prepared: February 2014
Revised May 2019

Position Title: Legal Secretary/Office Manager ✓

Department: District Attorney's Office ✓

Supervisor: District Attorney

Position Overview: Under the direct supervision of the District Attorney, the Legal Secretary/Office Manager assists the District Attorney and the Deputy District Attorney with managing schedules, coordinating meetings and travel, answering phones, and communicating with clients. Providing administrative assistance to legal staff in the office, including the use of office systems, Administrator of new case management system, LEADS Representative, filing protocols and docket procedures.

Resources Influenced:

Annual Operating Budget:

Total Employees in your chain-of-command: 0

Reporting Positions:

Working Environment: Work is performed in the District Attorney's office in the Morrow County Courthouse.

Qualifications:

1. Education - Associate's degree or equivalent with emphasis in office management.
2. Experience - Prefer three years' experience in office and secretarial work, two years preferred to have been in a public or private law office.
3. Equipment Used - Copy machine, paper shredder, multi-line telephone, FAX machine, computer and printer.
4. Ability to learn and implement the procedures and practices of the District Attorney's office.
5. Ability to make independent decisions and solve problems pertaining to the District Attorney's office.
6. A thorough knowledge of secretarial techniques and procedures and the ability to implement them.
7. The ability to explain complex issues in situations which are sometimes adversarial.
8. Ability to effectively use oral and written communication in the performance of duties and responsibilities.
9. Ability to learn and implement county procedures, regulations and requirements with respect to procurement, budget, safety, operations and organization.
10. Possession of or ability to obtain, within 30 days of hire, Law Enforcement Data

- System (LEDS) certification as well as Notary Public.
11. Ability to become Karpel certified as Administer.

Essential Job Functions

Physical:

1. Ability to lift 40 pounds (box of paper).
2. Ability to sit for extended periods of time.

Mental:

1. Ability to read, write and comprehend English.
2. Ability to deal calmly with clients who may be violent or agitated.

Job Duty Outline:

1. Handle the office functions and procedures of the District Attorney's office.
2. Provide administrative support for the District Attorney.
3. Manage schedules, including trial dates and hearings.
4. Ability to draft morning affidavits, and court orders for attorney review and filings.
5. Karpel Administrator in charge of maintenance; searches; importing court events, reports; daily event entries; reports; grand jury entry; sentencing data entry; discovery entry; and discovery fee collection and deposit with finance department.
6. Agency administrator with Law Enforcement Data Systems LEDS.
7. Collect reports from various police agencies and the various Sheriff's Departments.
8. Create and maintain files for all violations, misdemeanors and felony cases.
9. Prepare documents relating to charges, sentencing, show cause, warrants and subpoenas.
10. Process and facilitate all transports, detainers and extraditions.
11. Prepare type and file legal documents and files with appropriate Courts.
12. Assist with trial preparation as requested.
13. Ability to manage and maintain sensitive and confidential information.
14. Basic knowledge of principles, practices and procedures of the judicial system.
15. Create and maintain reminders for subpoenas, motion deadlines and all other time sensitive processes.
16. Ability to organize and prioritize work.
17. Respond to informational inquiries from the public, agencies and organizations.
18. Distribute mail.
19. Oversee the office supplies and materials.
20. Maintain inventory of office supplies and materials.
21. Order supplies and materials as needed.
22. Submit and sign claims for payment.
23. Maintain inventory of office equipment.
24. Maintain and monitor department budgets.
25. Answer main phone line.
26. Respond to the public, in person, on the phone and in writing in a professional, courteous and helpful manner.
27. Calculate mileage and fees to be paid to subpoenaed victims and witnesses.

28. Create and maintain all dockets.
29. Maintain the Morrow County Law Library.
30. Generate a variety of reports required of the District Attorney's office.
31. Schedule and facilitate the logistical aspects of the Grand Jury.
32. Submit pay applications to the County Accountant for payment.
33. Summon individuals chosen by the Circuit Court Clerk who are to be seated on the Grand Jury.
34. Generate schedule of cases to be heard by the Grand Jury.
35. Assist the District Attorney in preparing the indictments for the signature of the Grand Jury Foreman and District Attorney, in needed.
36. Process pay applications for expenses and fess for expert witnesses and other individuals involved in subpoena.
37. Ability to establish and maintain cooperative working relationships with co-workers, the public, law enforcement agencies, court staff and defense attorneys.

Current Position

Compare
(scale 12)

JOB DESCRIPTION

Date Prepared: December 2017

Position Title: Juvenile Probation Counselor 1

Department: Juvenile Department

Supervisor: Juvenile Department Director

Position Overview: The Juvenile Department Probation Counselor, under the general and limited supervision of the Juvenile Department Director, performs professional case management in the investigation, counseling, adjustment, rehabilitation and guidance of youth with behavioral and emotional issues and their families. Responsibilities include but are not limited to: grant writing, reporting, handling a caseload of referred Juveniles; scheduling Juvenile Court hearings; preparing and presenting uncontested cases in Court; and attending meetings as directed by the Juvenile Director.

Number of Employees in chain-of-command: 0

Working Environment: Work is accomplished in an office environment in County offices in Heppner and Boardman as well as in the field throughout the county. Significant amount of travel between offices and to attend meetings and training. Weather conditions sometimes make traveling hazardous. Clients and family can be unpredictable and sometimes hostile.

Qualifications:

1. Education - BA or BS degree in sociology, psychology, corrections or related field of study preferred but may substitute work experience in a related corrections field, such as law enforcement.
2. Experience – 2 years of experience in a position involving corrections, reform or working with juvenile delinquents and/or management or administrative experience preferred.
3. Equipment used - Automobile, personal computer, copier, calculator, telephone, personal electronic devices and other office equipment.
4. Knowledge of principles of corrections, reform and juvenile delinquency.
5. The ability to use independent judgment including finely developed decision making, planning, analytical, risk assessment and organizational skills.
6. Ability to prepare and maintain detailed and accurate records including confidential Juvenile records as required under ORS 419A.255.
7. Report to County Juvenile Director.
8. Valid driver's license and ability to drive safely in diverse weather conditions.
9. Ability to communicate and coordinate well with a diverse population including staff members, professional consultants, attorneys, agencies, schools, law enforcement agencies, clients and members of the general public.

10. Attend trainings and conferences to maintain and improve skills necessary to the successful performance of the job.
11. Attain basic certification from DPSST (Department of Public Safety Standards and Training) as a Probation Counselor within 18-24 months on the job.

Essential Job Functions:

Physical:

1. Ability to manipulate (lift, carry move) weights of up to 40 pounds on an occasional basis.
2. Ability to twist and bend and climb on an occasional basis.
3. Hand and finger dexterity including ability to grasp, reach and feel.
4. Ability to work in temperature extremes for short periods of time.
5. Ability to stand for extended periods of time.
6. Ability to walk 200 yards, sometimes on uneven terrain.
7. Ability to push, pull, and guide materials over 40 pounds.
8. Ability to climb, stoop, kneel and crouch on a frequent basis.
9. Ability to talk in order to communicate with clients, coworkers, and the general public.
10. Ability to hear in order to communicate with clients, coworkers, and the general public.
11. Near and far visual acuity in order to observe clients and other surveillance duties.
12. Ability to sit for extended periods of time in order to complete reports and enter data.
13. Ability to take juvenile offenders into custody and restrain if necessary.
14. Ability to operate an automobile in a safe manner.
15. Regular and predictable attendance.

Mental:

1. Ability to read, write and speak English in order to read ORS, court orders and safety manuals.
2. Ability to work with demanding and sometimes hostile clients, including taking youth into physical and legal custody as is ordered by the Court or as is otherwise required by law.
3. Communicate well with diverse populations including clients, families, coworkers, community partners and public stakeholders.
4. Ability to assess clients and work closely with community partners in various locations throughout the county.
5. Requires sufficient hand-eye coordination, hand and finger dexterity including ability to grasp, and visual acuity to operate specialized equipment and read technical and safety information.
6. Refer clients to outside agencies and partners such as Oregon Youth Authority (OYA). Maintain knowledge and training in the OYA Youth Reformation System.
7. Maintain training hours to stay up to date on all changes within the Juvenile

- Justice System, including legislatively.
8. Maintain training hours to remain certified as a Probation Counselor through DPSST.

Job Duty Outline:

- I. Supervise caseload of legally referred juveniles:
 - A. Evaluate and assess all new juvenile cases to determine if they should go to Court, or be handled informally (formal accountability agreements)
 - B. Meet with juveniles and their parents or guardians, including conducting home visits/assessments as is necessary.
 - C. Educate youth and families in regard to legal processes and terminology according to the Oregon Juvenile Code (ORS).
 - D. Develop contract for each juvenile handled informally (FAA).
 - E. Supervise formal cases before and after the Court process.
 - F. Monitor compliance of each juvenile with the specific terms of their Agreement or Court Order and staff caseload with Juvenile Director as required.
 - G. Provide counseling services to juveniles and their families through referral work with other private and State agencies
 - H. Recommend additional court action when probation conditions have been violated or other circumstances warrant it.
 - I. Refer to Oregon Youth Authority for out of home placement as required.
 - J. Contact victims, determine and monitor restitution as is necessary (Victim's packet).
 - K. While working with a diverse population of youths and families (racial, cultural, socio-economic, etc) address a variety of presenting issues including mental health, sexual offending, fire setting, truancy and substance abuse.

- III. Schedule Hearings
 - A. Schedule all court hearings with the Circuit Court Judge, State Courts, DA, other attorneys, all within the legal statute of limitations
 - B. Prepare clients and their parents for the Court process or Formal Accountability Agreements
 - C. Staff all juvenile hearings, including presenting uncontested cases to the Circuit Court Judge and work with DA in preparation for contested cases
 - D. Assure that all appropriate summons, subpoenas or notices of hearing dates to juveniles, parents, witnesses, victims, attorneys, law enforcement officers, etc. are completed on time.

IV. Miscellaneous

- A. Be on-call (rotational) for emergencies 24 hours/day, 7 days/week including responding to calls from law enforcement, detention staff, Juvenile department employees and members of the public.
- B. Maintain attendance at meetings occurring throughout the region and state as needed.
- C. Work closely with Mental Health, the District Attorney, law enforcement agencies, DHS, OYA, CARE team members, school officials and others as needed on matters of mutual interest or concern for youth in the County.
- D. Maintain case plans, and electronic files through the Statewide Juvenile Justice Information System notebooks. Refer out to other community partners and stakeholders as is necessary
- E. Conduct investigations and prepare and present recommendations to assist the Circuit Court Judge. Complete risk assessments up to and including the JCP (Juvenile Crime Prevention), RNA (Risk Needs Assessment), OTA (Oregon Typology Assessment) and other tools within the Youth Reformation System as developed by the Oregon Youth Authority.
- F. Provide notice to school district as required by law (certain required stages of the proceedings such as petition filing).
- G. Other projects and duties as needed or assigned.

V. Department Organization

- A. Communicate with other department employees to effectively and efficiently coordinate work programs.
- B. Communicate with employees from other departments and agencies in order to coordinate and implement the work program.
- C. Communicate with members of the general public in order to coordinate work programs and provide appropriate information about county activities.
- D. Perform periodic reviews of the department organizational flow chart

<u>Recommended Title</u>	Mental <u>LD PC</u>	Physical <u>PS Eff.</u>	Social <u>HR SC</u>	Envir. <u>PE WC</u>	Accnt. <u>AC IM</u>	Total Job <u>Value</u>	Skill <u>Grade</u>
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Need a technical refresher?  Click on the red triangle?

Juvenile Probation Counselor 1	C1	6	A2	3	B2	7	A3	4	B1	5	1589	12
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I. MENTAL REQUIREMENTS

This factor measures the total capability required to learn and perform the job competently.

Learning Development refers to the level of knowledge or facts, data, principles, ideas, and other information which must be acquired, usually through a combination of formal education programs, work experience, and/or on-the-job training. It encompasses the diversity, complexity, and depth of understanding in such areas as professional fields of study, technical specialties, practical work systems, and applied work methods.

Problem Challenge refers to the application of knowledge to work situations as measured by the amount of independent reasoning and judgment which must be used to make decisions, generate ideas or produce results.

Problem Solving Challenges																
1. Work situations are routine and regularly recurring, requiring attention and concentration, but limited discretion, consideration, and planning to adequately respond and carry out work activities.			2. Work situations require consideration and interpretation of circumstances or information to choose the most effective responses. Solutions may be somewhat technical yet are relatively straightforward and well-defined once problems are understood. Responses come from the realm of prior learning and experiences.			3. Work situations are of sufficient scope and variety that significant interpretation and evaluation is required to successfully recognize and define problems. Highly technical judgments and/or constructive thinking involved. Alternative solutions must be considered and short-term action plans must be developed and sequenced.			4. Work situations are broadly defined, complex and diverse, occasionally unprecedented. Problems have many dimensions to consider involving creative thinking limited in scope to related fields of specialization. Consequences must be evaluated, often through formal analytical methods, and strategies developed for action.			5. Work situations are vaguely defined and often unique in character. Problems are very complex and may be abstract, conceptual, and long-term in nature. There is a continual requirement for innovative thought and synthesis, perhaps at the theoretical level.				
DE	P	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15

Learning Development	A. Sufficient to understand simple written and oral communications. Basic understanding of simple work processes, methods or equipment. Learning development less than that required for completion of high school curriculum.	A1	6 – Technical, with focus on solving one aspect at a time with variety. Probation guidelines have been established by the Courts. Some variation to the probation, depending on the case.														
	B. Sufficient to read and write nontechnical information and instruction, perform basic arithmetic calculations, understand commonly used procedures and methods, or operate equipment that requires some training. Learning development equivalent to completion of high school curriculum.	B1															
	C. Specialized vocational or technical knowledge providing a command of certain technical, administrative, and/or operative practices and techniques. Learning development involves the equivalent of some technical or vocational training beyond high school often resulting in a certification.	C1	C1 – 2 years experience														
	D. Specialized vocational or technical knowledge providing a command of certain technical, administrative, and/or operative practices and techniques. Learning development involves the completion of a formal technical/vocational curriculum often resulting in a degree.	D1															
	E. Knowledge in a recognized professional field or technological discipline sufficient to command various principles, facts, and practical applications. Learning development is obtained by the completion of a college curriculum resulting in a bachelors degree in a specialized field; or masters degree in a narrow specialty; advanced mathematics, very advanced language development, proficient understanding of practical systems.	E1															
	F. Advanced, in-depth understanding in a widely recognized field of study. Additional command of principles, facts, and practices associated with multiple specialized fields. Learning development is obtained by completion of a masters degree program or equivalent through extensive seasoning; very advanced mathematics and language development, advanced understanding of practical systems.	F1															
	G. Complete command and mastery of a very broad professional or scientific discipline sufficient to contribute to the body of knowledge. Additional advanced understanding of the principles, facts, and practices associated with other specialized fields. Learning development obtained by completion of Ph.D., M.D. or J.D. requirements or equivalent.	G1															

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III. HUMAN RELATIONS REQUIREMENTS

JOBMEAS™

This factor measures the importance and difficulty of the human relations interactions needed to perform the job.

Level of Human Relations refers to the depth of communication skills and human relations abilities which are necessary to achieve work results. It refers to elements such as the level of effectiveness in dealing with others through normal contacts, the need to affect behavioral change in others, to communicate and translate technical or "insider" concepts to others, and to solve problems.

The Scope of Contacts refers to the breadth and diversity of individuals and groups with whom the worker must deal on matters of substance and relevance to the work being performed.

Scope of Contacts												
1. The important job contacts are with peers in immediate work group and immediate supervisor. Occasional contact with individuals outside the organization may occur.			2. Interpersonal contacts extend to peers in other work groups or to clients/customers who speak the language, either within or outside the organization. Interactions with higher levels of authority beyond immediate supervisor must be conducted on an intermittent basis.			3. Interactions must occur within a diverse set of individuals and groups in representing a variety of roles and authority levels. Interactions are on matters of substance and importance, usually both inside and outside the organization.			4. Continuous interaction with a highly diverse set of individuals, groups, and audiences from throughout the organization and from numerous outside sources (customers, governing boards, vendors, regulatory agencies, media, the general public, etc.) are critical to job performance.			
DE	1	2	3	4	5	6	7	8	9	10	11	12

Level of Human Relations Skill

A. Job requires ordinary conversational skills and courtesy to exchange routine information, provide routine assistance, and/or help maintain harmony among work associates.	A1	7 – Work with groups outside the organization. Offenders and families.										
	A2											
	A3											
	B1	B2 – Use special styles of inquiry, speaking with offenders, their families, and school officials.										
B. Job requires patience in communication and well-developed verbal skills to present and exchange technical or complex information with individuals or small, informal groups. Skills in establishing harmonious relationships, gaining trust and cooperation, and reviewing and guiding the work of others are important.	B2											
	B3											
	C1											
C. Highly developed verbal skills are required to communicate technical concepts and ideas in individual, group, and large audience situations. Skill in establishing and maintaining cooperation, understanding, trust, and credibility is critical. Skill at influencing the behavior of others is important and may be difficult to achieve.	C2											
	C3											
	D1											
D. Cooperation and understanding from others are very important and difficult to achieve. Careful strategy is needed to inspire and maintain relationships, build trust and confidence, and affect behavior on others. Convincing others and persuading them to decision or action in individual, group, or large audience formats is essential.	D2											
	D3											

IV. WORK ENVIRONMENT

JOBMEAS™

This factor measures the need to perform under less than optimal working circumstances.

Performance Environment refers to those special job demands which contribute to difficulty in completing work assignments. Consideration is given to work pressure (caused by tight deadlines, quotas, heavy and uncontrollable work flow, the need to make immediate judgments with insufficient data, the need to continually be aware of changing events and situations, including technology the need for constant attention to detail, etc.), disturbances in work flow (interruptions and distractions and the need to shift attention to unrelated details), and irregular work hours (caused by call-in, changing work schedules, excess travel, etc.)

Physical Working Conditions refers to the work location factors which may cause the job to be disagreeable or dangerous, such as noise and temperature extremes, health and safety hazards, and general discomfort.

Physical Working Conditions

1. Generally good working conditions. Little or no exposure to extremes in noise, temperature, etc. Little or no exposure to safety or health hazards.

2. Somewhat disagreeable conditions. Work may be performed in cramped or awkward positions. Occasional exposure to safety hazards, disease, or contamination results in chance for lost-time accidents. Occasional exposure to noises, temperature extremes, etc.

3. Frequent exposure to moderately hazardous conditions resulting in significant threat to health and safety. Undesirable assignments.

4. Extensive and continuous exposure to hazardous conditions. Dangerous work situations. High likelihood of serious injury or illness if proper precautions are not taken. Highly undesirable assignments.

DE	1	2	3	4	5	6	7	8	9	10	11	12
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A. Changes in environments, work pressure, disturbances of work flow, and irregularities in work schedule are infrequent.

4 – Work requires being outdoors in all weather conditions.

A3 – Interruptions may interfere with work targets.

B. Work pressure, disturbances of work flow, and/or irregularities in work schedule are expected and occur on an intermittent basis. Changes in the performance environment require occasional upgrading of skills.

C. Work pressure, disturbances of work flow, and/or irregularities in work schedules are frequent and require significant adaptation. The performance environment rapidly evolves, requiring continual upgrading of multiple yet related skills.

D. Work pressure, disturbances of work flow, and/or irregularities in work schedules are almost constant and put a continuous strain on the job incumbent's ability to adapt. The performance environment evolves in a way which requires extensive adaptation and upgrading of skills.

Performance Environment

A1
A2
A3
B1
B2
B3
C1
C2
C3
D1
D2
D3

V. ACCOUNTABILITY

This factor measures the total magnitude of job responsibility.

The Level of Accountability refers to the degree of responsibility or accountability for the work results of self and others. It considers the positioning of the job in the organization, the level of professional development, and the depth and diversity of responsibility.

The Scope of Impact refers to the degree to which the job results affect the work of others or their ability to perform and the final product or service provided by the organization.

- I. INFORMATIONAL, ancillary, or incidental services for use by others who have broader contribution to the final products or services defined in the rating level.
- P. PARTICIPATORY, contributory influence; a key contributor to the product or service provided at each level.
- D. DIRECT, primary, determining, or controlling influence over the nature of the end result or service provided at each level.

Scope/Magnitude: Organizational Impact

- | | | | |
|---|---|---|--|
| <p>1. Work results impact the immediate work section with little effect beyond. Responsible for results or services that facilitate the work of others in a specific work group.</p> <p>Industry Standard:</p> | <p>2. Work results impact the accuracy, reliability and acceptability of further results beyond the immediate work section. Work results are noticeable and represent a portion of, or support the product or service received by the customer or general public.</p> <p>Industry Standard:</p> | <p>3. Work results, decisions, and approvals impact the overall design of internal systems, programs, and/or research; the status of others; and/or critical aspects of the final product or service in terms of quantity or quality.</p> <p>Industry Standard:</p> | <p>4. Activities, decisions, and approvals have wide range impact on areas and operations throughout the organization. Work results in products or services of such scope where other contributions are subordinate. Work function has a significant influence on the mission of the organization.</p> <p>Industry Standard:</p> |
| <p>5. Activities and/or decisions are critically essential to the mission of the organization and affect most or all others in the organization's ability to respond to the demands of the marketplace and the general public, and the viability of the organization in the long run.</p> <p>Industry Standard:</p> | | | |

5 - Independently serves internal and external customers. Offenders, families, and School Officials.

B1 - Entry and Intermediate level.

Level of Accountability

- A. Responsible for carrying out detailed work orders, for performing under direct and frequent supervision, and for learning job-related information and techniques. Apprentice or unskilled work.
- B. Responsible for producing journey-level work output on an independent basis subject to supervisory direction and review. Journey level work in semi-skilled (1) technical, or professional (3) area.
- C. Responsible for performing work requiring advanced job skills and for responding to work situations with minimum guidance or direction. May be responsible for training and guiding others and/or reviewing their work. Working supervisor, leadperson work, or senior level contributor, in semi-skilled (1), technical, or professional (3) area.
- D. Responsible for the supervision of output in terms of scheduling, progress, and results; for safety, job training, and morale of others; and records. May perform some output. Generally first-line supervisory work.
- E. Responsible for initiating, directing, controlling, or performing activities that fully impact a department or a portion of a major function; for operations, materials, staff performance, methods, and economics. Generally first-line management work; supervising through intermediate supervisors or staff professionals in a single function.
- F. Responsible for initiating, directing and controlling activities that impact a major functional area; integrating the activities of sub-functions where responsibilities are dissimilar yet related, and sometimes conflicting; for planning, staff development, personnel and labor relations, and fiscal economics. Advanced management work supervising through middle management and supervision, usually of several closely related functions.
- G. Responsible for initiating, directing, controlling and monitoring activities that impact more than one major, functional area, often dissimilar in nature; for major decisions which affect short and long range planning and overall operations. Top management of related yet diverse functions; top executive of organization of limited range.
- H. Responsible for major decisions that impact current and on-going over all operations for integrating the activities of all major functions; for initiating, directing, and monitoring all organization goals, programs, and policies. Top executive and ownership.

JobMeas Comments Expanded

Mental

LD

Learning Development:

A1 = 8th grade read, write, math
A2 = 10th grade competency
A3 = HS with no experience
B1 = HS, plus 3-6 month exp.
B2 = HS, plus 6-12 month exp.
B3 = HS, plus 12-18 month exp.
C1 = 2 years exp., or business school
C2 = 3 years exp., or bus school + 1 yr
C3 = 4 years exp., or bus school + 2 yr
D1 = AA degree, plus 0-2 years
D2 = AA degree, plus 2-4 years
D3 = AA degree, plus 5-7 years
E1 = BA, BS, plus 0-2 or AA and 8 yrs
E2 = BA, BS, plus 3-5
E3 = BA, BS, plus 5-8, or MA/MS single
F1 = BA, BS, plus >8, or MA/MS varied
F2 = Masters in 1 area, prof. in others, >5 yr
F3 = Masters, advanced, > 8 yr
G1 = Mastery equiv to PhD
G2 = Mastery includes
G3 =
H1- H3 = Unique command includes national recognition
I1 - I3 = International recognition

PC

Problem Challenges:

I = Non-technical, specific procedures
1 = very repetitive, little thought
2 = repetitive, ltd discretion, some choice for response
3 = routine, some discretion on response
II = Technical, with focus on solving one aspect at a time
4 = somewhat routine, chooses response, from precedent
5 = recurring, interpreting variations
6 = more variety, interpreting variations & circumstances
III = Highly technical, technological, and logistical
7 = recurring, problems (objectives) have elements
8 = constructive thinking, alternative solutions, action plans
9 = solutions, action plans developed & sequenced
IV = Scientific, complex, diverse - occasionally unprecedented
10 = multiple dimensions, creative thinking, strategies
11 = strategic, involving related areas of specialization
12 = trade-offs and risks, involving diverse, unrelated areas
V = Innovative thought and synthesis
13 = conceptual, political, abstract - all with long term impact
14 = new concepts and imaginative approaches - continual
15 = pathfinding of constant unprecedented nature

JobMeas Comments Expanded

Physical

PS

Physical Skills:

A1 = no proficiency, learn movements in 4 hrs
A2 = ordinary ambulatory, movements in 2 wks
A3 = some speed or timing, learn in 4 wks
B1 = certain coordinated movements, 5-8 wks
B2 = combo of speed/precision or precision/timing, 2-3 mos.
B3 = advanced combo s/p or p/t, 3-4 mos.
C1 = coordinated skills require sustained training, 4 mo-1 yr
C2 = multiple coordinated skills, 1-2 yrs
C3 = multiple coordinated skills, 3-4 yrs of sustained training
D1 = advanced skills requiring over 4 years of training
D2 = speed, precision, timing at recognizable level
D3 = recognition for skill level is highest

Eff

Physical Effort:

I = sedentary
1 = minimal movement
2 = ordinary ambulatory
3 = intermittend stand
II = stand, push, pull
4 = sustained standing
5 = ss plus med lifting
6 = ss plus freq med lifting
III = continuous full body
7 = heavy push pull
8 = extreme stoop & lift
9 = operate demanding eqquipment
IV = very demanding full body exertion
10 = heavy machinery lifting sustained
11 = full body heavy and balance
12 = continuous full body exertion

JobMeas Comments Expanded

Social

HR

Physical Skills: (HR)

A1 = ordinary conversational
A2 = customer service, provide assistance
A3 = maintain harmony,
B1 = technical concepts to lay people
B2 = speak to groups, ltd topic, use special styles of inquiry
B3 = facilitate group processes, solve problems, review performance
C1 = formal speaking
C2 = establish trust and credibility
C3 = above in difficult situations, involves negotiating
D1 = careful strategies in negotiation, developing trust, influencing
D2 = above in diverse, public, and unticipated situations
D3 = master advanced motivational, charasmatic, negotiation skills

SC

Scope of Contacts: (SC)

I = work group
1 = exclusively within a work team
2 = occasional to related teams
3 = occasional to dissimilar teams
II = peer group, talk the same terms
4 = inside the organization, some outside
5 = blend of inside and outside the organization
6 = mostly with others outside the organization
III = diverse peer groups and other levels
7 = outside the organization, not "in the know"
8 = special interest groups
9 = influencing oversight groups
IV = visible with board, governance, broadest outreach
10 = media, public perception
11 = boards and agencies requiring "give and take"
12 = shareholders, agencies on controversial levels

JobMeas Comments Expanded

Envir.

PE

Performance Environment:

A1 = stable, little change in routine, flow, or interruption
A2 = some intermittent adaptation to continue routines
A3 = interruptions may interfere with work targets
B1 = changes on intermittent basis, need to update skills
B2 =
B3 = advanced combo s/p or p/t, 3-4 mos.
C1 = coordinated skills require sustained training, 4 mo-1 yr
C2 = multiple coordinated skills, 1-2 yrs
C3 = multiple coordinated skills, 3-4 yrs of sustained training
D1 = advanced skills requiring over 4 years of training
D2 = speed, precision, timing at recognizable level
D3 = recognition for skill level is highest

WC

Work Conditions:

I = office environment
1 = quiet office
2 = pool area
3 = office in shop
II = moderately disagreeable
4 = outdoor, mainly weather aspects
or in hazad area not doing work
5 = some exposure with precautions
6 = several aspects of exposure
III = frequently disagreeable
7 = risk is high, setting is constant
8 = varying settings, environmental
and task risks
9 = envionmental risk uncertainty
IV = extensively, continuously hazardous
10 = jobs with record of serious injury
11 = high risk of disabling injury
12 = highest risk

JobMeas Comments Expanded

Accnt

AC

Accountability:

A1 = trainee/intern, service-level
A2 = trainee/intern, technical
A3 = trainee/intern, professional
B1 = entry and intermediate service level
B2 = e&i technical (LD rating must be C2 to D3)
B3 = e+i professional
C1 = leader, service level or non-labor intensive
C2 = leader or master technical
C3 = senior professional, with managerial breadth
D1 = first-line supervisor, non-labor intensive
D2 = first-line supervisor
D3 = first-line supervisor, labor intensive
E1 = first-line manager (over professionals directly or others through intermediate supervision), non-labor intensive
E2 = first-line manager
E3 = first-line manager, labor intensive
F1 = senior manager, must be a division, with sub-functions
F2 = sr. manager, diverse yet related sub-functions
F3 = sr. mgr., diverse, related, wide geography functions
G1 = top management, diverse, related functions
G2 = top management, diverse, un-related, linked
G3 = top mgmt., geogr. diversified, labor/capital intensive
H1 - H3 = top executive
I1 - I3 = top executive global

IM

Impact:

I = work team
1 = informational
2 = participant, contributor w/i team
3 = primary w/i same as "5" rating
II = supporting impact to other teams
4 = information resource outside w/i (same as "2")
5 = contributor outside team, support services, independently serves internal, external cust.
6 = primary role for support services
III = critical impact to teams, customers
7 = informational on critical aspects of product
8 = contributing influence on critical aspects of the organization's main services or products
9 = primary, direct and controlling impact
IV = wide ranging, determinate impact
10 = informational to matters influencing mission
11 = contributing impact
12 = direct impact on mission of org., all others are subordinate
V = essential impact, critical to viability of organization
13 = informational on organization's viability, response to demands in markets, strategies, all long term
14 = contributor, one of few, participating at this level
15 = primary, direct, controlling, sole impact

GENERAL DESCRIPTION OF CLASS

The LEGAL SECRETARY does complex administrative secretarial work for judges, attorneys, investigators, and hearings officers. Duties can include the preparation of legal documents, calendaring, records maintenance, researching legal information, docketing, office management, and coordination with parties or their legal representation.

DISTINGUISHING FEATURES

This is a single classification and not part of a class series.

This class differs from the Office Specialist class series in that it has a greater responsibility to initiate administrative work to relieve the legal professional, and by the specialized knowledge needed to do the work. Some legal secretaries also act as an assistant to one or more legal professionals.

DUTIES AND RESPONSIBILITIES

The duties listed below are not inclusive but characteristic of the type and level of work associated with this class. Individual positions may be assigned all or some combination of the duties listed below as well as other related duties.

1. Administrative Office Duties

Maintain calendars of court or hearing dates, document due dates, filing requirements, court appearances, travel, meetings and related activities. Make travel arrangements and complete necessary forms. Initiate and compose correspondence. Maintain time sheets. Prepare statistical reports. Coordinate and take testimony transcription at trials or administrative hearings. Answer, screen, and route phone calls. Provide information with explanation of applicable process. Maintain a case management system to track legal cases.

Review, prioritize, and distribute incoming mail. Respond orally or in writing to items not requiring legal professional's review or resolution. Calendar or docket case information. Key, proofread and correct draft documents using appropriate format. Schedule and maintain deposition calendars. Coordinate witness and attorney travel arrangements. Schedule court-reporting services.

2. Legal Documents and Correspondence

Transcribe legal documents and correspondence. Determine needed court jurisdiction and format. Type, proofread, and correct draft document. Submit draft for review by legal professional. Prepare final document with revisions and exhibits. Prepare certificates of service, summons, subpoenas, and brief covers. Review document for proper citations. Track flows of and process legal documents before, during, and after the court or hearing date. Prepare official hearing transcript. Apply court rules and regulations to assist attorneys in filing documents. Review documents for accuracy and completeness. Draft simple order for Administrative Law Judge review.

3. Trial or Hearing Preparation and Monitoring

Plan, schedule, and initiate court filing and notices. Examine documents to verify legal steps, deadlines, and due process requirements. Advise legal professional of items needing attention. Establish and maintain a calendaring or docket system to track trial and hearing events.

Coordinate witness appearance. Inform witnesses of new issues as directed by legal professional. Support legal professionals with file information, scheduling and rescheduling. Coordinate and set up expert witness scheduling and payment system. Prepare trial or hearing notebooks, or hearing and mediation files. Open, process and close case files according to established procedures. Obtain missing information from parties to the legal action. Coordinate scheduling of teleconferences for pre- and post-hearing conferences, and mediations.

Read orders to decide case process, correct information, and follow-up when needed.

RELATIONSHIPS WITH OTHERS

The Legal Secretary has daily in-person, electronic, and telephone contact with clients, representatives of opposing parties, court officials, and witnesses regarding case development, coordination, and closure activities.

Employees in this class have regular contact in person, by telephone, electronically, and in writing with agency staff, other State and Federal agencies or the public to explain legal process, collect needed information, process records, schedule meetings, and make travel arrangements.

SUPERVISION RECEIVED

Employees in this class receive general supervision from administrative superior or legal professionals. In some positions, the employee may report to both an administrative superior and a legal professional. Work is reviewed upon completion or as problems occur for accuracy, timeliness, quality, and conformance to legal standards. Employees are expected to independently complete work according to established legal procedures.

KNOWLEDGE AND SKILLS (KS)

Extensive knowledge of:

Complex secretarial and clerical procedures such as calendaring, maintaining appointment schedules, developing and monitoring files, and screening incoming calls and information.
Word processing software and computer equipment.
Legal terminology, systems and processes.

General knowledge of:

Legal record keeping and report preparation.
Court rules and regulations.

Skill to:

Do complex legal secretarial work involving initiative and sound judgement.
Operate desktop computer and software such as word processing and spread sheet applications.
Prepare legal documents.
Work with stringent deadline requirements.
Organize and prioritize work with competing importance.

Some positions may require:

Skill to key documents from dictation or transcription.
Basic knowledge of medical terminology or the workers' compensation system.

NOTE: The KNOWLEDGE and SKILLS are required for initial consideration. Some duties performed by positions in this class may require different KS's. No attempt is made to describe every KS required for **all** positions in this class. Additional KS requirements will be explained on the recruiting announcement.

Adopted 7/01

Revised

STATE OF OREGON
 Dept. of Administrative Services
 Human Resource Services Division

Tom's
evaluation
Below



	Mental	Physical	Social	Envir.	Accnt.	Total Job	Skill
<u>Recommended Title</u>	<u>LD PC</u>	<u>PS Eff.</u>	<u>HR SC</u>	<u>PE WC</u>	<u>AC IM</u>	<u>Value</u>	<u>Grade</u>

Need a technical refresher?  Click on the red triangle?

									#N/A	#N/A		
									#N/A	#N/A		
									#N/A	#N/A		
									#N/A	#N/A		
									#N/A	#N/A		
Based on Revised Job Description from:	C2	5	B2	2	B2	7	B3	5	B2	7	#N/A	#N/A
Office Support Specialist - Juve	c1	3	a2	2	b1	4	a2	2	b2	6	1304	8
											#N/A	#N/A

Kammen / Danell

June 15, 2018 kw
 Revised June 18, 2018 kw
 - No Changes 3/1/2019 KC -

IV. WORK ENVIRONMENT



This factor measures the need to perform under less than optimal working circumstances.

Performance Environment refers to those special job demands which contribute to difficulty in completing work assignments. Consideration is given to work pressure (caused by tight deadlines, quotas, heavy and uncontrollable work flow, the need to make immediate judgments with insufficient data, the need to continually be aware of changing events and situations, including technology the need for constant attention to detail, etc.), disturbances in work flow (interruptions and distractions and the need to shift attention to unrelated details), and irregular work hours (caused by call-in, changing work schedules, excess travel, etc.)

Physical Working Conditions refers to the work location factors which may cause the job to be disagreeable or dangerous, such as noise and temperature extremes, health and safety hazards, and general discomfort.

Physical Working Conditions

- | | | | |
|---|--|---|---|
| <p>1. Generally good working conditions. Little or no exposure to extremes in noise, temperature, etc. Little or no exposure to safety or health hazards.</p> | <p>2. Somewhat disagreeable conditions. Work may be performed in cramped or awkward positions. Occasional exposure to safety hazards, disease, or contamination results in chance for lost-time accidents. Occasional exposure to noises, temperature extremes, etc.</p> | <p>3. Frequent exposure to moderately hazardous conditions resulting in significant threat to health and safety. Undesirable assignments.</p> | <p>4. Extensive and continuous exposure to hazardous conditions. Dangerous work situations. High likelihood of serious injury or illness if proper precautions are not taken. Highly undesirable assignments.</p> |
|---|--|---|---|

	DE	Physical Working Conditions														
		1	2	3	4	5	6	7	8	9	10	11	12			
Performance Environment	A. Changes in environments, work pressure, disturbances of work flow, and irregularities in work schedule are infrequent.	A1														
		A2														
		A3														
	B. Work pressure, disturbances of work flow, and/or irregularities in work schedule are expected and occur on an intermittent basis. Changes in the performance environment require occasional upgrading of skills.	E1														
		E2														
		B3														
	C. Work pressure, disturbances of work flow, and/or irregularities in work schedules are frequent and require significant adaptation. The performance environment rapidly evolves, requiring continual upgrading of multiple yet related skills.	C1														
		C2														
		C3														
	D. Work pressure, disturbances of work flow, and/or irregularities in work schedules are almost constant and put a continuous strain on the job incumbent's ability to adapt. The performance environment evolves in a way which requires extensive adaptation and upgrading of skills.	D1														
		D2														
		D3														

V. ACCOUNTABILITY

JOBMEAS

This factor measures the total magnitude of job responsibility.

The **Level of Accountability** refers to the degree of responsibility or accountability for the work results of self and others. It considers the positioning of the job in the organization, the level of professional development, and the depth and diversity of responsibility.

The **Scope of Impact** refers to the degree to which the job results affect the work of others or their ability to perform and the final product or service provided by the organization.

- I. INFORMATIONAL, ancillary, or incidental services for use by others who have broader contribution to the final products or services defined in the rating level.
- R. PARTICIPATORY, contributory influence; a key contributor to the product or service provided at each level.
- D. DIRECT, primary, determining, or controlling influence over the nature of the end result or service provided at each level.

Scope/Magnitude: Organizational Impact

1. Work results impact the immediate work section with little effect beyond. Responsible for results or services that facilitate the work of others in a specific work group.

Industry Standard:

2. Work results impact the accuracy, reliability and acceptability of further results beyond the immediate work section. Work results are noticeable and represent a portion of, or support the product or service received by the customer or general public.

Industry Standard:

3. Work results, decisions, and approvals impact the overall design of internal systems, programs, and/or research; the status of others; and/or critical aspects of the final product or service in terms of quantity or quality.

Industry Standard:

4. Activities, decisions, and approvals have wide range impact on areas and operations throughout the organization. Work results in products or services of such scope where other contributions are subordinate. Work function has a significant influence on the mission of the organization.

Industry Standard:

5. Activities and/or decisions are critically essential to the mission of the organization and affect most or all others in the organization's ability to respond to the demands of the marketplace and the general public, and the viability of the organization in the long run.

Industry Standard:

Level of Accountability	Scope/Magnitude: Organizational Impact				
	1	2	3	4	5
A. Responsible for carrying out detailed work orders, for performing under direct and frequent supervision, and for learning job-related information and techniques. Apprentices or unskilled work.					
B. Responsible for producing journey-level work output on an independent basis subject to supervisory direction and review. Journey level work in semi-skilled (1) technical, or professional (3) area.					
C. Responsible for performing work requiring advanced job skills and for responding to work situations with minimum guidance or direction. May be responsible for training and guiding others and/or reviewing their work. Working supervisor/leadperson work, or senior level contributor, in semi-skilled (1), technical, or professional (3) area.					
D. Responsible for the supervision of output in terms of scheduling, progress, and results; for safety, job training, and morale of others; and records. May perform some output. Generally first-line supervisory work.					
E. Responsible for initiating, directing, controlling, or performing activities that fully impact a department or a portion of a major function; for operations, materials, staff performance, methods, and economics. Generally first-line management work; supervising through intermediate supervisors or staff professionals in a single function.					
F. Responsible for initiating, directing and controlling activities that impact a major functional area; integrating the activities of sub-functions where responsibilities are dissimilar yet related, and sometimes conflicting; for planning, staff development, personnel and labor relations, and fiscal economics. Advanced management work supervising through middle management and supervision, usually of several closely related functions.					
G. Responsible for initiating, directing, controlling and monitoring activities that impact more than one major, functional area, often dissimilar in nature; for major decisions which affect short and long range planning and overall operations. Top management of related yet diverse functions; top executive of organization of limited range.					
H. Responsible for major decisions that impact current and on-going over all operations for integrating the activities of all major functions; for initiating, directing, and monitoring all organization goals, programs, and policies. Top executive and ownership.					



PERSONNEL

P.O. Box 788 • Heppner OR 97836
(541) 676-5620 Fax (541) 676-5621

Karen Wolff
Personnel Director
kwolff@co.morrow.or.us

NOTICE OF DECISION

TO: [Redacted] District Attorney Legal Secretary

FROM: Karen Wolff, Personnel Director

DATE: October 9, 2014

RE: 2013 Reclassification Results

The 2013 Reclassification process has been a long process. Part of it is because it is a new program and working through it has taken extra time. Another part of the delay has been due to the many projects that have all competed for time and attention.

Since the process began in 2013, the wages in the Wage Comparison are 2013-2014 wages. Wages were compared with the three (3) counties larger and three (3) counties smaller than Morrow County, based on the Oregon Blue Book County Populations:

- #26 Jefferson County
- #27 Crook County
- #28 Baker County
- #29 Morrow County
- #30 Lake County
- #31 Grant County
- #32 Harney County

District Attorney Legal Secretary

The wage comparison for this position indicates Morrow County is below the average for this position for the first Step, and a little below average for the top Step. Step ranges vary greatly from county to county. The District Attorney Legal Secretary is currently in Pay Range 8. The average for the counties is \$36,188.69 which falls between Pay Range 10 and Pay Range 11 for the first Step.

The JobMeas™ evaluation system placed the District Attorney Legal Secretary position at Pay Range 10.

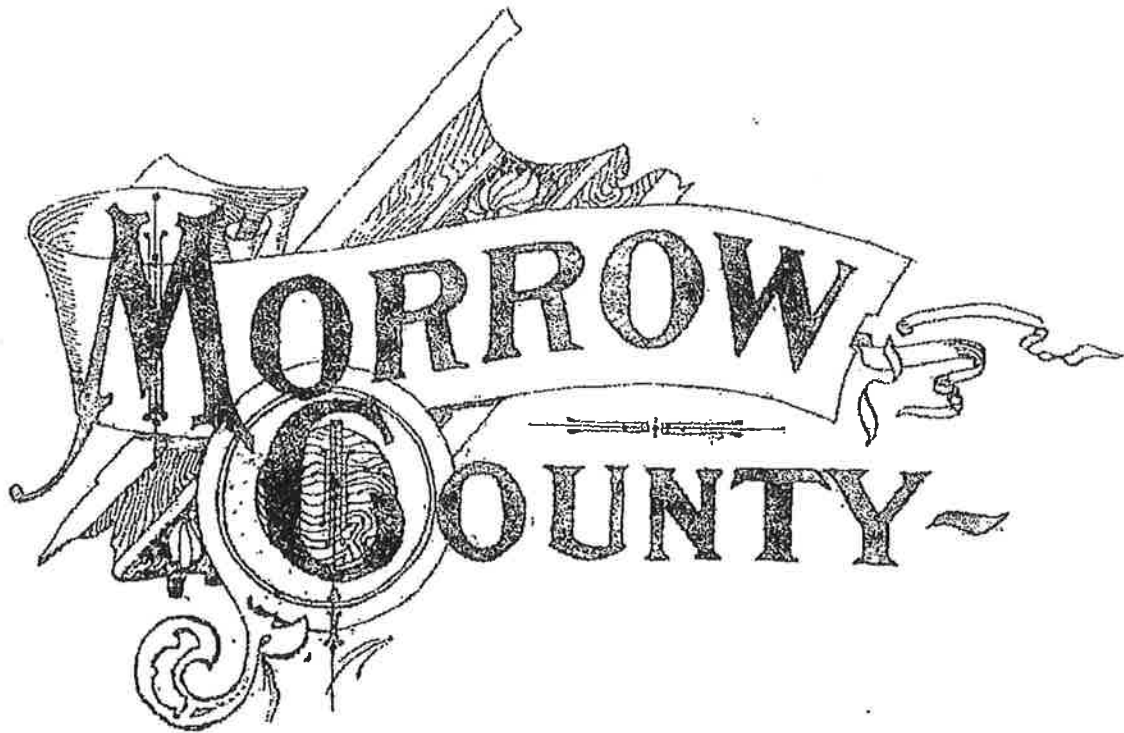
Other positions in Pay Range 10: None presently.

Based on the wage survey and the JobMeas™ evaluation, I recommended to the County Court to place the District Attorney Legal Secretary position in Pay Range 10. The County Court concurred.

You are presently on Step D of Pay Range 8. You will be placed at Step D of Pay Range 10 retroactive to July 1, 2014. It may take additional time for Payroll to make the retroactive calculations, therefore, the retro pay should be in the paycheck dated October 30, 2014.

If you are not satisfied with this decision, you may pursue a Request For Review, as outlined in the Morrow County Personnel Policies, Section 6.4.

Attached to this memo are the summary results of the Wage Comparison and the JobMeas™ formula. If you have any questions on the summary information, please contact me and we will set a time to review everything.



Reclassification - July 2014
 Wage Comparison

DA Legal Secretary

26 Jefferson	\$	33,280.00	\$	16.00	step 1	\$	39,561.60	\$	19.02	step 8	Admin Supv or Admin Asst
27 Crook	\$	46,030.40	\$	22.13	No steps	\$	46,030.40	\$	22.13	Office Mgr	
28 Baker	\$	27,180.00	\$	13.07		\$	32,976.00	\$	15.85		
29 Morrow	\$	31,812.00	\$	15.29	First Step	\$	40,596.00	\$	19.52	Top Step	
30 Lake	\$	31,908.00	\$	15.34		\$	40,728.00	\$	19.58		
31 Grant	\$	41,448.00	\$	19.93	No steps	\$	41,448.00	\$	19.93		
32 Harney	\$	41,662.40	\$	20.03		\$	51,542.40	\$	24.78		
Avg.	\$	36,188.69	\$	17.40		\$	41,840.34	\$	20.12		

<u>Recommended Title</u>	<u>Mental</u>	<u>Physical</u>	<u>Social</u>	<u>Envir.</u>	<u>Accnt.</u>	<u>Total Job</u>	<u>Skill</u>
	<u>LD PC</u>	<u>PS Eff.</u>	<u>HR SC</u>	<u>PE WC</u>	<u>AC IM</u>	<u>Value</u>	<u>Grade</u>

Need a technical refresher?  Click on the red triangle?

DA Legal Secretary	C2	5	B2	3	B1	5	A3	2	B2	4	1472	10
--------------------	----	---	----	---	----	---	----	---	----	---	------	----

JOB DESCRIPTION

Date Prepared: February 2014

Position Title: Legal Secretary/Office Manager

Department: District Attorney's Office

Supervisor: District Attorney

Position Overview: Under the direct supervision of the District Attorney, the Legal Secretary/Office Manager assists the District Attorney and the Deputy District Attorney with managing schedules, coordinating meetings and travel, answering phones, and communicating with clients. Providing administrative assistance to legal staff in the office, including the use of office systems, Administrator of new case management system, LEDS Representative, filing protocols and docket procedures.

Resources Influenced:

Annual Operating Budget:

Total Employees in your chain-of-command: 0

Reporting Positions:

Working Environment: Work is performed in the District Attorney's office in the Morrow County Courthouse.

Qualifications:

1. Education - Associate's degree or equivalent with emphasis in office management.
2. Experience - Prefer three years' experience in office and secretarial work, two years preferred to have been in a public or private law office.
3. Equipment Used - Copy machine, paper shredder, multi-line telephone, FAX machine, computer and printer.
4. Ability to learn and implement the procedures and practices of the District Attorney's office.
5. Ability to make independent decisions and solve problems pertaining to the District Attorney's office.
6. A thorough knowledge of secretarial techniques and procedures and the ability to implement them.
7. The ability to explain complex issues in situations which are sometimes adversarial.
8. Ability to effectively use oral and written communication in the performance of duties and responsibilities.
9. Ability to learn and implement county procedures, regulations and requirements with respect to procurement, budget, safety, operations and organization.
10. Possession of or ability to obtain, within 30 days of hire, Law Enforcement Data System (LEDS) certification as well as Notary Public.

11. Ability to become Karpel certified as Administer.

Essential Job Functions

Physical:

1. Ability to lift 40 pounds (box of paper).
2. Ability to sit for extended periods of time.

Mental:

1. Ability to read, write and comprehend English.
2. Ability to deal calmly with clients who may be violent or agitated.

Job Duty Outline:

1. Handle the office functions and procedures of the District Attorney's office.
2. Provide administrative support for the District Attorney.
3. Manage schedules, including trial dates and hearings.
4. Ability to draft morning affidavits, and court orders for attorney review and filings.
5. Karpel Administrator in charge of maintenance; searches; importing court events, reports; daily event entries; reports; grand jury entry; sentencing data entry; discovery entry; and discovery fee collection and deposit with finance department.
6. Agency administrator with Law Enforcement Data Systems LEDS.
7. Collect reports from various police agencies and the various Sheriff's Departments.
8. Create and maintain files for all violations, misdemeanors and felony cases.
9. Prepare documents relating to charges, sentencing, show cause, warrants and subpoenas.
10. Process and facilitate all transports, detainers and extraditions.
11. Prepare type and file legal documents and files with appropriate Courts.
12. Assist with trial preparation as requested.
13. Ability to manage and maintain sensitive and confidential information.
14. Basic knowledge of principles, practices and procedures of the judicial system.
15. Create and maintain reminders for subpoenas, motion deadlines and all other time sensitive processes.
16. Ability to organize and prioritize work.
17. Respond to informational inquiries from the public, agencies and organizations.
18. Distribute mail.
19. Oversee the office supplies and materials.
20. Maintain inventory of office supplies and materials.
21. Order supplies and materials as needed.
22. Submit and sign claims for payment.
23. Maintain inventory of office equipment.
24. Maintain and monitor department budgets.
25. Answer main phone line.
26. Respond to the public, in person, on the phone and in writing in a professional, courteous and helpful manner.
27. Calculate mileage and fees to be paid to subpoenaed victims and witnesses.
28. Create and maintain all dockets.

29. Maintain the Morrow County Law Library.
30. Generate a variety of reports required of the District Attorney's office.
31. Schedule and facilitate the logistical aspects of the Grand Jury.
32. Submit pay applications to the County Accountant for payment.
33. Summon individuals chosen by the Circuit Court Clerk who are to be seated on the Grand Jury.
34. Generate schedule of cases to be heard by the Grand Jury.
35. Assist the District Attorney in preparing the indictments for the signature of the Grand Jury Foreman and District Attorney, in needed.
36. Process pay applications for expenses and fess for expert witnesses and other individuals involved in subpoena.
37. Ability to establish and maintain cooperative working relationships with co-workers, the public, law enforcement agencies, court staff and defense attorneys.



AGENDA ITEM COVER SHEET
 Morrow County Board of Commissioners
 (Page 1 of 2)

(For BOC Use)
 Item #
 5f

**Please complete for each agenda item submitted for consideration by the Board of Commissioners
 (See notations at bottom of form)**

Staff Contact: Darrell Green

Phone Number (Ext):

Department:

Requested Agenda Date: 09/11/2019

Short Title of Agenda Item: Collective Bargaining Team for Retirement Redesign

This Item Involves: (Check all that apply for this meeting.)

- | | |
|---|---|
| <input type="checkbox"/> Order or Resolution | <input checked="" type="checkbox"/> Appointments |
| <input type="checkbox"/> Ordinance/Public Hearing: | <input type="checkbox"/> Update on Project/Committee |
| <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading | <input type="checkbox"/> Consent Agenda Eligible |
| <input type="checkbox"/> Public Comment Anticipated: | <input checked="" type="checkbox"/> Discussion & Action |
| Estimated Time: | Estimated Time: 10 minutes |
| <input type="checkbox"/> Document Recording Required | <input type="checkbox"/> Purchase Pre-Authorization |
| <input type="checkbox"/> Contract/Agreement | <input type="checkbox"/> Other |

N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity:

Contractor/Entity Address:

Effective Dates – From:

Through:

Total Contract Amount:

Budget Line:

Does the contract amount exceed \$5,000? Yes No

Reviewed By:

_____	Department Head	Required for all BOC meetings
<i>DATE</i>		
Darrell J Green	Admin. Officer/BOC Office	Required for all BOC meetings
9/09/2019		
<i>DATE</i>		
_____	County Counsel	*Required for all legal documents
<i>DATE</i>		
_____	Finance Office	*Required for all contracts; other items as appropriate.
<i>DATE</i>		
_____	Human Resources	*If appropriate
<i>DATE</i>		

* Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

Note: All other entities must sign contracts/agreements before they are presented to the Board of Commissioners (originals preferred). Agendas are published each Friday afternoon, so requests must be received in the BOC Office by 1:00 p.m. on the Friday prior to the Board's Wednesday meeting. Once this form is completed, including County Counsel, Finance and HR review/sign-off (if appropriate), then submit it to the Board of Commissioners Office.

AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 2 of 2)

1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):

At the Board of Commissioner meeting on September 4, 2019 it was asked to hold this discussion until the September 11, 2019 Board of Commissioner meeting for further review.

At the conclusion of our CBA negotiations with the AFSCME (American Federation of State, County and Municipal Employees) General Employee and Road contracts, we agreed that either party may reopen Article 14.4 (Retirement) , to negotiate the retirement benefits of Morrow County General Employees and Road by submitting, in writing to the other party no later than June 30, 2021. Historically, coordinating the availability of Labor Counsel and the AFSCME Business Agent has taken some time to set a date. I would recommend we begin this process as soon as possible by sending a letter to Roger Ware, AFSCME Business Agent.

I would recommend the bargaining team for both the General Employee and Road CBA's consist of Kate Knop, Finance Director and Administrator of Morrow County's retirement plan, Karmen Carlson, Human Resource Director, County Administrator and Labor Counsel.

Commissioner Russell joined the previous negotiations as an observer. If you would like to have an observer, we can make that request to the business agent.

Today's discussion is about the appointment of the Bargaining Team. Bargaining strategy should be discussed in Executive Session.

2. FISCAL IMPACT:

N/A

3. SUGGESTED ACTION(S)/MOTION(S):

Motion to appoint a Retirement Bargaining Team: Finance Director, Human Resource Director, County Administrator and Labor Counsel.

Motion to send a letter to AFSCME's Business Agent to negotiate the retirement benefits of Morrow County General Employees and Road Department Employees.

If further discussion is necessary before appointments, I would recommend an Executive Session.

Attach additional background documentation as needed.



IT TAKES VISION

Morrow County Retirement Plan

Plan Design Scenarios and Projections

Prepared by:

Brent J. Langland, ASA, EA, MAAA
Consulting Actuary

August 28, 2019

We have provided this DRAFT report prior to completion of our work. Because this is a draft, Milliman does not make any representation or warranty regarding its contents. Milliman advises any reader not to take any action in reliance on anything contained in this draft. All parts of this draft are subject to revision or correction prior to the release of the final report, and such changes or corrections may be material. No distribution of this draft may be made without our express prior written consent.

Summary

- Overview of preliminary July 1, 2018 valuation results
- Different Plan Design Scenarios
 - Close Retirement Plan to new employees
 - New General Service employees in a new DC retirement plan
 - New Public Safety employees in Oregon PERS
 - Close and Modify Retirement Plan for current employees
- Projection graphs for plan design scenarios
 - Benefit payments in future years
 - Unfunded liability under various asset return scenarios and various contribution rates
 - Total County contribution rate
- County should consult with legal counsel regarding any potential plan designs that may be considered

Final July 1, 2017 and Preliminary July 1, 2018 Results

(\$ in millions)	Actuarial Valuation For Plan Year Beginning	
	July 1, 2017	July 1, 2018 – Baseline
Actuarial Accrued Liability	\$32.7	\$34.9
Assets		
Market Value	21.1	24.0
Actuarial Value (AVA)	21.9	24.6
Unfunded Actuarial Accrued Liability (UAAL)	10.8	10.3
Funded Percent (AVA)	67%	71%
Actuarially Calculated Contribution Rate		
Normal Cost	\$0.88	\$0.95
Expense Assumption	0.05	0.05
Amortization of UAAL	<u>0.82</u>	<u>0.81</u>
Total Actuarially Calculated Contribution	1.75	1.81
Expected Base Payroll	5.7	6.1
Actuarially Calculated Contribution Rate (% of Base Pay)*	30.6%	29.6%

* Contribution rates include 6% employee-paid Salary Reduction Pick-up Contribution

Actuarially Calculated Contribution Rate

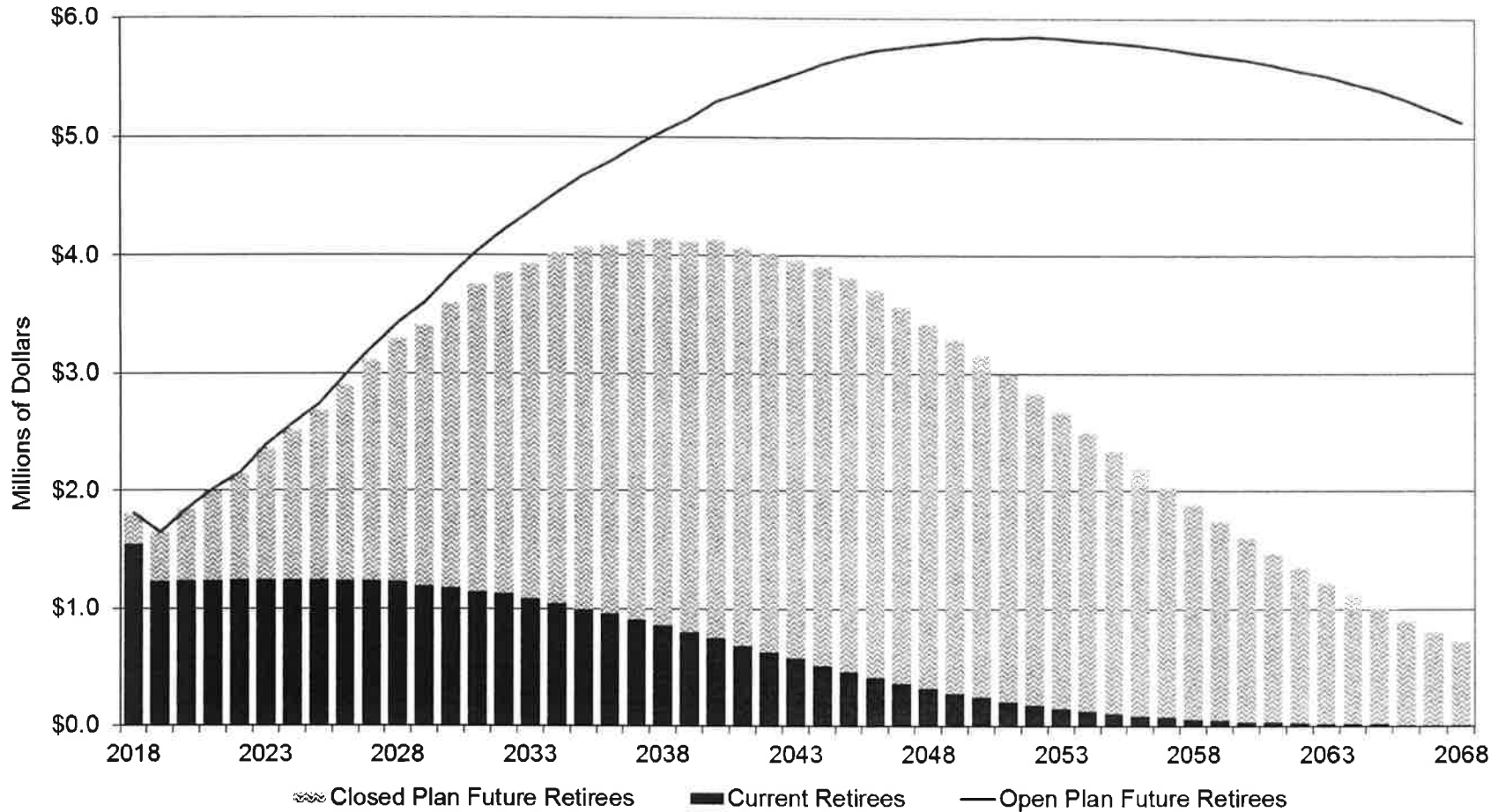
As of July 1, 2018 (For Plan Year Beginning July 1, 2019)		
Normal Cost	\$949,000	15.5%
Expense, Mid-Year	45,000	0.8%
Amortization of UAAL	814,000	13.3%
Total Actuarially Calculated Contribution	\$1,808,000	29.6%
Expected Base Payroll 2018-2019	\$6,113,000	

- Total actuarially calculated contribution rate is 29.6%
 - “Normal Cost” is the value of the benefits that will accrue in the next year and includes the employee salary reduction contribution of 6%
 - Employees fund 6% of the benefit accruals, the County funds the remaining 9.5%
 - Total County contribution excluding employee 6% contribution is 23.6%
- We understand the County has been contributing 30.8% (24.8% excluding employee 6%) since July 1, 2017 and intends to continue contributing this higher amount through at least the Plan Year ending June 30, 2020.

Projected Benefit Payments - Baseline

- The graph on the following page shows a projection of expected future benefit payments for Plan participants based on July 1, 2018 valuation census data and assumptions
 - Blue bars represent expected benefit payments for current retirees
 - Green bars represent expected benefit payment for future retirees assuming Plan is closed to new participants
 - Red line assumes Plan remains open with new participants in future years to replace expected terminations and retirements

Projected Benefit Payments - Baseline



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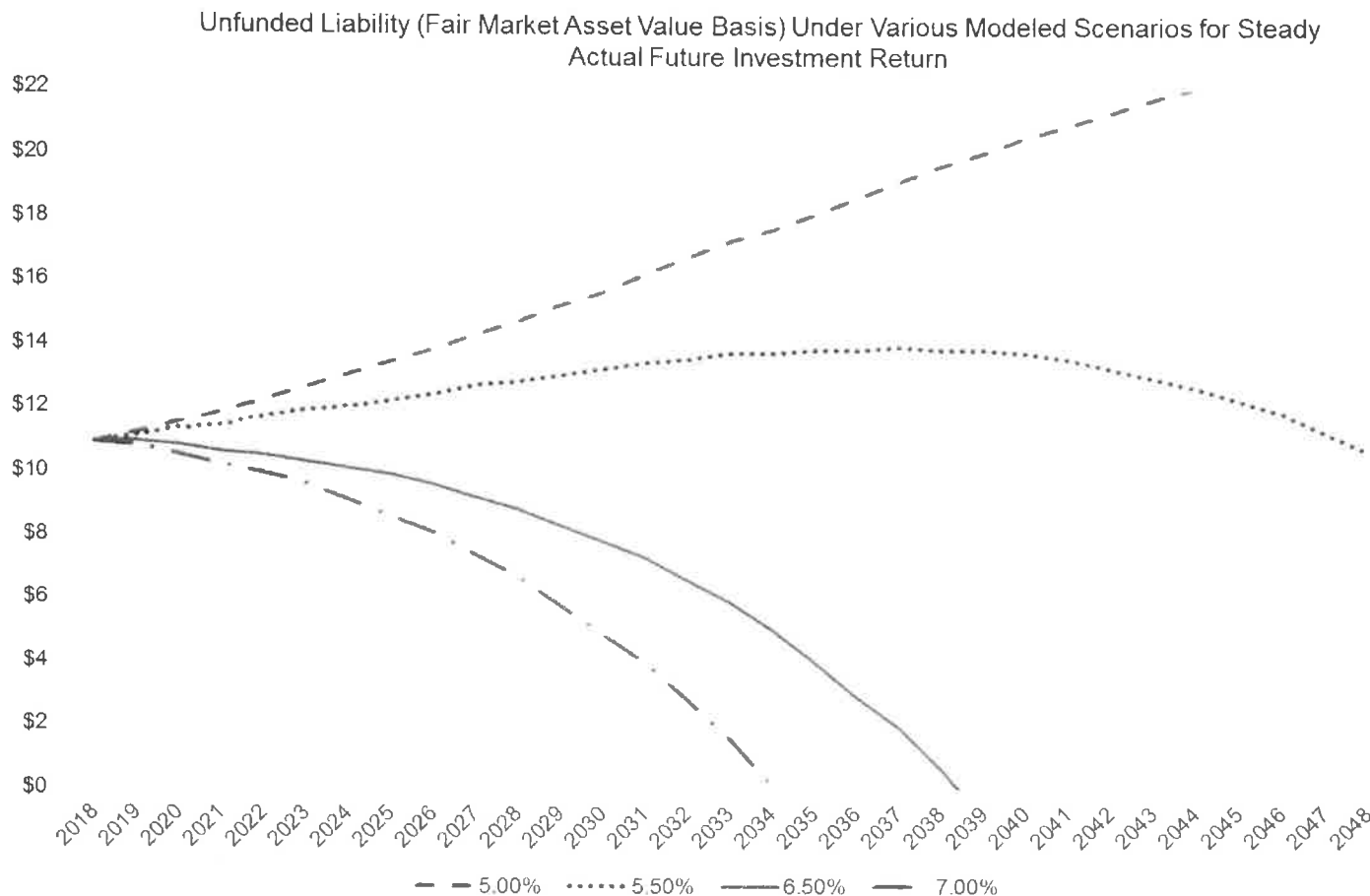
Projection of Retirement Plan Unfunded Liability

- The graphs on the following pages project the Plan's unfunded liability on the market value of assets basis under four static asset return scenarios
 - 7.0% - Current long-term assumption
 - 6.5%, 5.5%, and 5.0%
- Future contributions are assumed to be based on an unchanging 30.8% total percent of payroll until unfunded liability is paid off
 - County keeps contributing at of 30.8% for current employees
 - If Plan is closed, we assumed the County will continue contributing 30.8% of total payroll for new employees
 - 15% for DC or PERS replacement plan
 - 15.8% for Retirement Plan to help pay off unfunded liability
 - Staying at the higher rate for all employees pays off the unfunded liability sooner
- Results shown under two scenarios
 - Plan remains open with new participants in future years to replace expected terminations and retirements
 - Plan is closed to new participants as of July 1, 2018

Projection of Unfunded Liability - Open Plan at 30.8%

- When unfunded liability reaches \$0, the actuarially calculated contribution rate would reduce to the 15.5% “normal cost” rate
- Under the 5.5% return assumption the year of projected \$0 unfunded liability is 2058
- Sample projected actuarial liabilities:

2018: \$34.5 million
 2019: 36.1
 2020: 37.9
 2025: 46.7
 2030: 54.3
 2035: 60.3
 2040: 66.0
 2045: 72.4

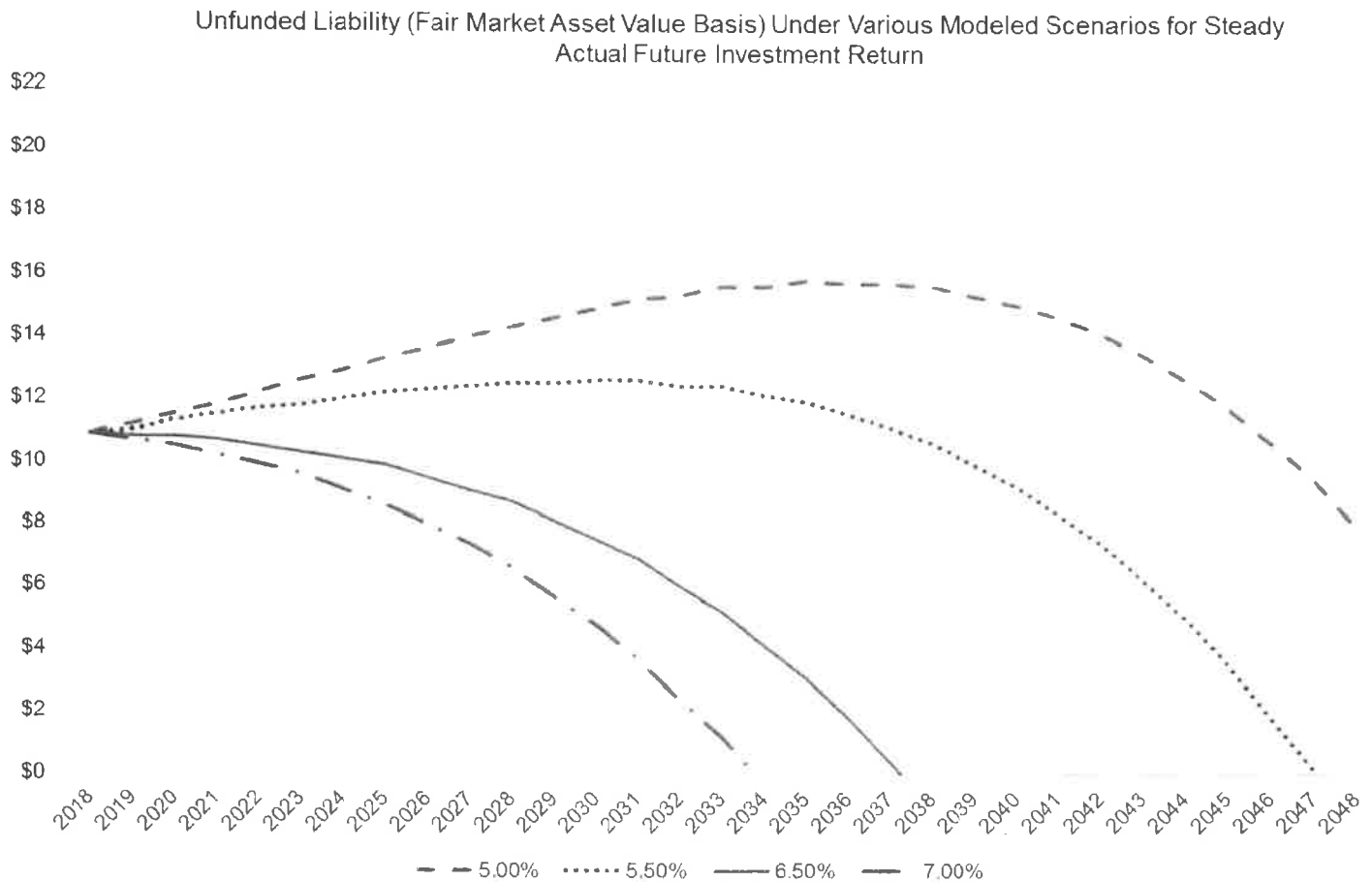


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Projection of Unfunded Liability - Closed Plan at 30.8%

- Closing the plan significantly reduces the risk of unfunded liability in the low asset return scenarios
- Projected actuarial liabilities in future years much lower under closed plan
- Sample projected actuarial liabilities:

2018: \$34.5 million
 2019: 36.0
 2020: 37.8
 2025: 44.6
 2030: 47.1
 2035: 44.8
 2040: 39.1
 2045: 31.2



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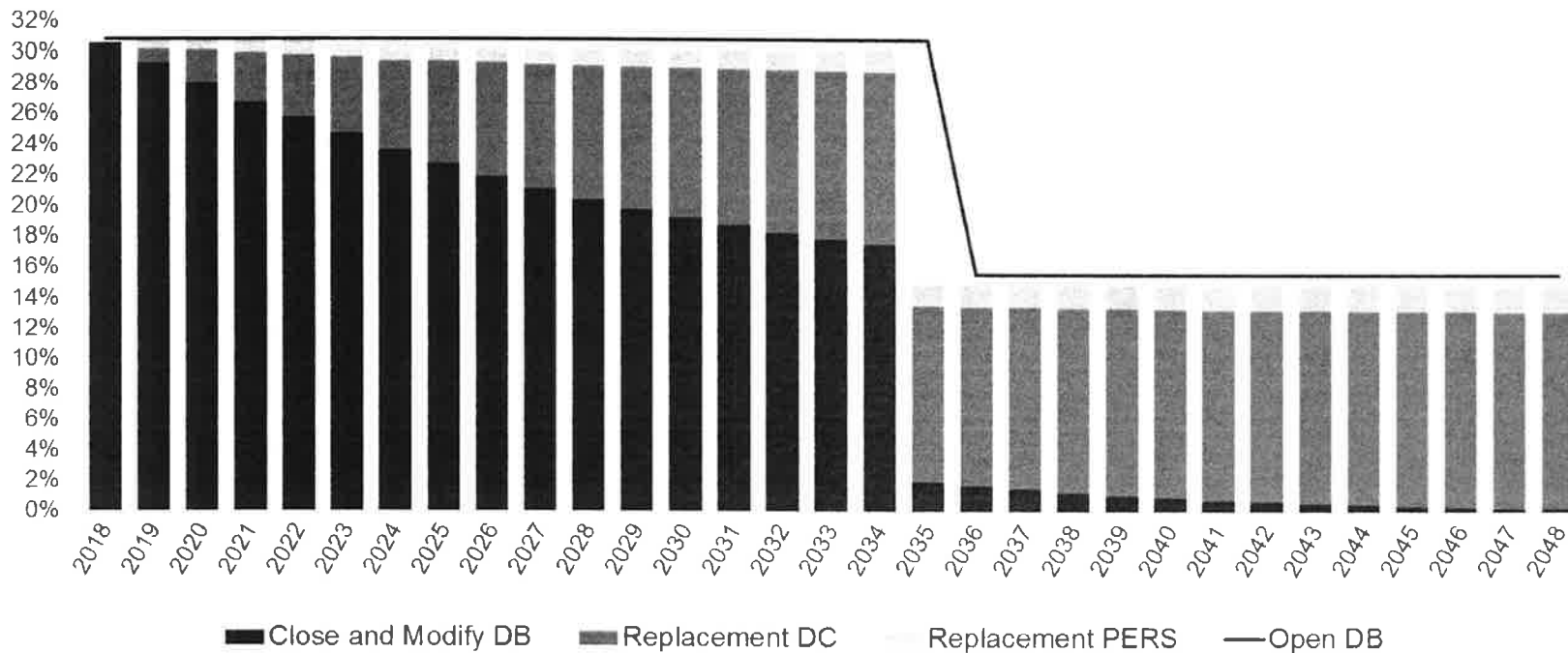
Plan Design Scenario – Close Retirement Plan with Replacement Plans for New Employees

- Current employees continue to accrue benefits in the Retirement Plan
- New General Service employees in a new DC retirement plan
 - Assume 6% Employee contribution with 9% Employer Contribution, total 15%
- New Public Safety employees join Oregon PERS
 - Assume all new Public Safety employees join PERS under OPSRP (no prior PERS employment)
 - Assume Morrow County's PERS contribution will be 15% for new Public Safety employees
 - County should consult with legal counsel and PERS for additional information on requirements and costs of joining PERS

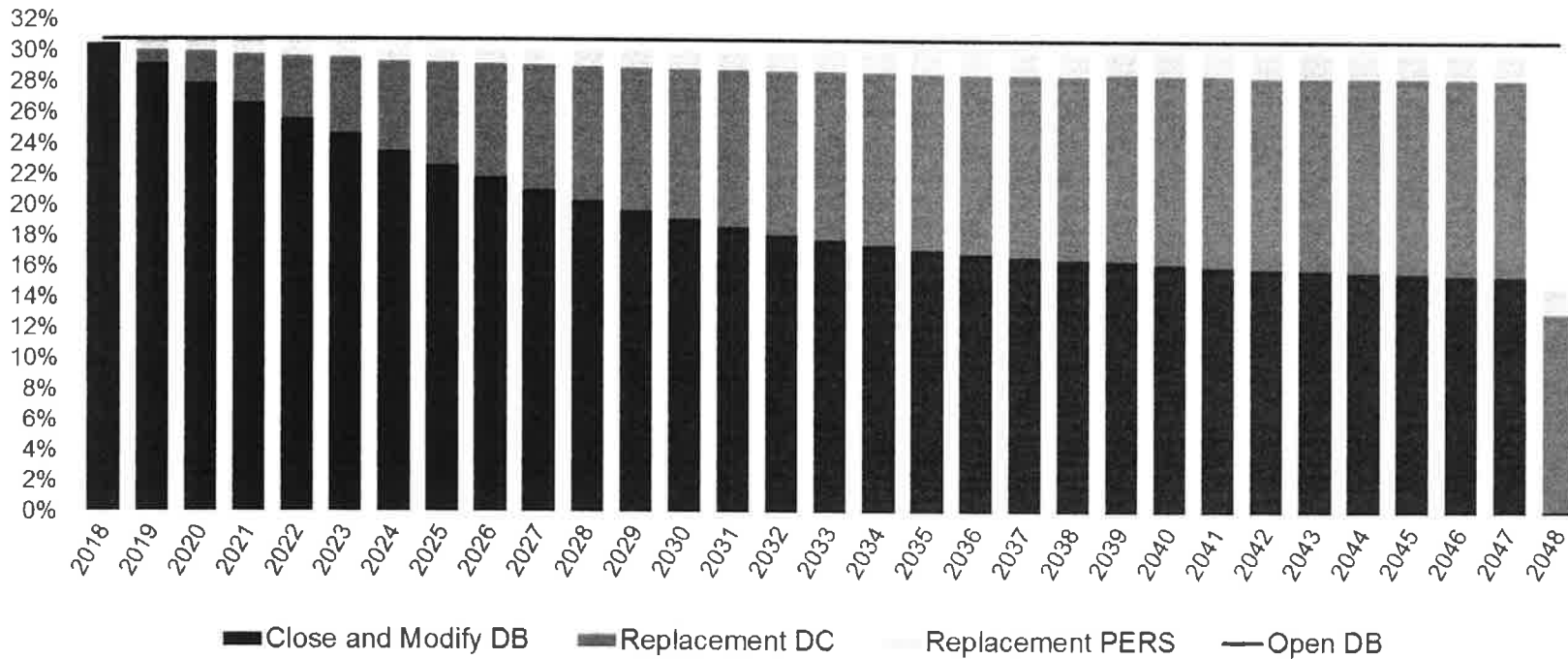
Projection of Total Contribution Rate – Close Retirement Plan with Replacement Plans for New Employees

- After DB plan is closed and replacement plans are established, total County contributions will be sum of:
 - DB plan contributions –
 - Existing employees – 30.8% for new accruals and paying off unfunded liability
 - New employees – 15.8% for paying off unfunded liability
 - DC plan contributions – 15% for new General Service employees
 - PERS contribution – 15% for new Public Service employees
- Graphs on the following pages project the total County contribution
 - Compares open and closed plan with replacement plans for new employees
 - Shown as a percentage of projected total County payroll
 - Show results for 7% and 5.5% asset return scenarios

Projection of Total Contribution Rate – Close Plan with Replacement Plans, 7% Asset Return



Projection of Total Contribution Rate – Close Plan with Replacement Plans, 5.5% Asset Return



Projection of Total Contribution Rate – Close Retirement Plan with Replacement Plans for New Employees

- Observations:
 - Under closed DB plan design scenario, total County contribution initially mostly DB plan contributions
 - DB proportion decreases in future years as more DB plan employees terminate or retire and are replaced with new employees in replacement plans
 - Under both plan design scenarios, projected total contribution rate decreases to about 15% once unfunded liability from the DB plan is projected to be paid off
 - Total County contribution level is similar because DB plan “normal cost” rate is similar to the contribution rates for the replacement DC plan and PERS
 - Contribution savings in later year when closed plan is projected to pay off unfunded liability faster than open plan
 - Contributions for replacement plans building liability that is “less risky” than contributions that build open DB plan liability

Plan Design Scenario – Close and Modify Retirement Plan for Current Employees

- Current retirees' benefits unchanged
- Current employees' already accrued benefits unchanged
 - Benefit formula multipliers unchanged on service through July 1, 2018
 - COLA on already accrued benefit remains at 2%
 - Eligibility for \$60 supplemental benefit unchanged
- Modification for Retirement Plan going forward
 - Affects benefits and service after July 1, 2018 for current employees
- Plan changes valued
 - Benefit formula multiplier for “Not Sheriff Office Employees” hired after 12/31/1994 reduced from 2.4% to 2.0%
 - COLA on all benefits (General Service and Public Safety) earned after July 1, 2018 reduced from 2.0% to 1.25%
- County should consult with the Plan's legal counsel regarding any potential changes for current employees

Preliminary July 1, 2018 Results – Baseline and Modified Plan – COLA Change

(\$ in millions)	Actuarial Valuation For Plan Year Beginning	
	July 1, 2018 - Baseline	July 1, 2018 - Modified Plan
Actuarial Accrued Liability	\$34.9	\$34.6
Assets		
Market Value	24.0	24.0
Actuarial Value (AVA)	24.6	24.6
Unfunded Actuarial Accrued Liability (UAAL)	10.3	10.0
Funded Percent (AVA)	71%	71%
Actuarially Calculated Contribution Rate		
Normal Cost	\$0.95	\$0.92
Expense Assumption	0.05	0.05
Amortization of UAAL	<u>0.81</u>	<u>0.79</u>
Total Actuarially Calculated Contribution	1.81	1.76
Expected Base Payroll	6.1	6.1
Actuarially Calculated Contribution Rate (% of Base Pay)	29.6%	28.8%

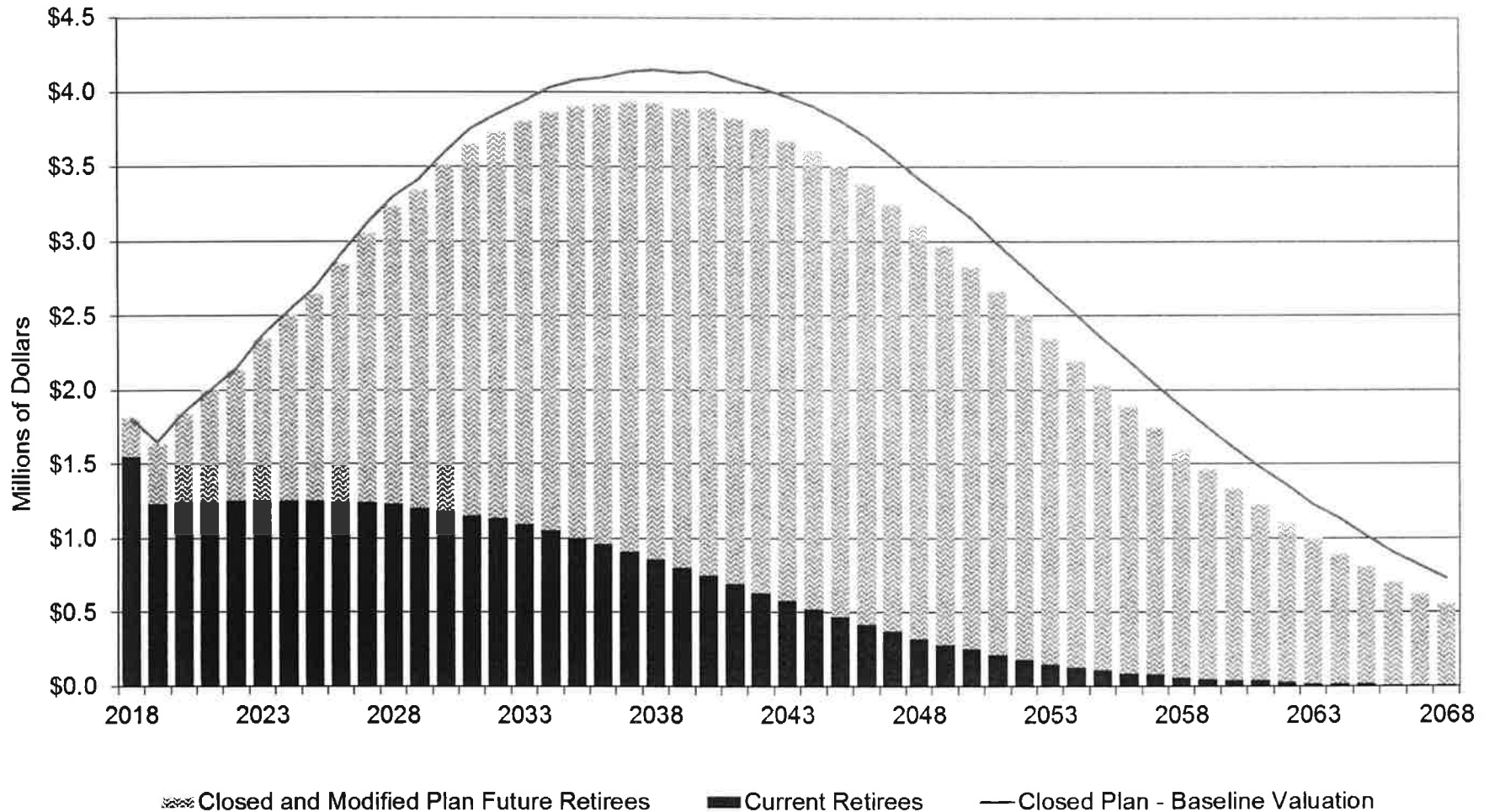
Preliminary July 1, 2018 Results – Baseline and Modified Plan – Multiplier Change

(\$ in millions)	Actuarial Valuation For Plan Year Beginning	
	July 1, 2018 - Baseline	July 1, 2018 - Modified Plan
Actuarial Accrued Liability	\$34.9	\$34.5
Assets		
Market Value	24.0	24.0
Actuarial Value (AVA)	24.6	24.6
Unfunded Actuarial Accrued Liability (UAAL)	10.3	9.9
Funded Percent (AVA)	71%	71%
Actuarially Calculated Contribution Rate		
Normal Cost	\$0.95	\$0.90
Expense Assumption	0.05	0.05
Amortization of UAAL	<u>0.81</u>	<u>0.78</u>
Total Actuarially Calculated Contribution	1.81	1.73
Expected Base Payroll	6.1	6.1
Actuarially Calculated Contribution Rate (% of Base Pay)	29.6%	28.2%

Preliminary July 1, 2018 Results – Baseline and Modified Plan – Both Changes

(\$ in millions)	Actuarial Valuation For Plan Year Beginning	
	July 1, 2018 - Baseline	July 1, 2018 - Modified Plan
Actuarial Accrued Liability	\$34.9	\$34.2
Assets		
Market Value	24.0	24.0
Actuarial Value (AVA)	24.6	24.6
Unfunded Actuarial Accrued Liability (UAAL)	10.3	9.6
Funded Percent (AVA)	71%	72%
Actuarially Calculated Contribution Rate		
Normal Cost	\$0.95	\$0.87
Expense Assumption	0.05	0.05
Amortization of UAAL	0.81	0.76
Total Actuarially Calculated Contribution	1.81	1.68
Expected Base Payroll	6.1	6.1
Actuarially Calculated Contribution Rate (% of Base Pay)	29.6%	27.5%

Projected Benefit Payments – Close and Modify Plan Both Changes

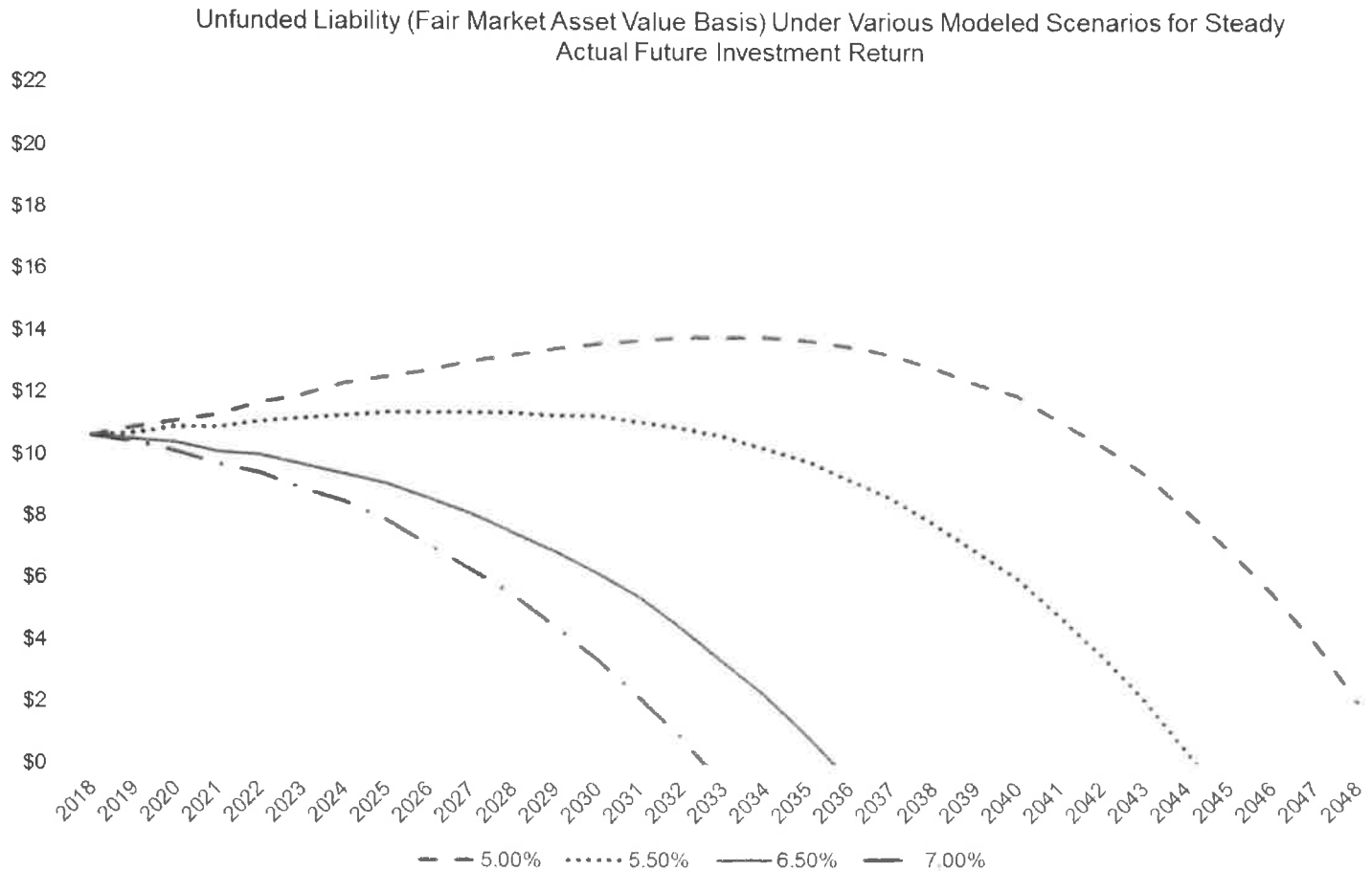


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Projection of Unfunded Liability - Close and Modify Plan – COLA Change

- Under the closed and modified plan design scenario, the unfunded liability projection is similar to the closed plan, but the projected County contributions and actuarial liability for the DB plan are significantly lower

- Sample projected actuarial liabilities:
 2018: \$34.6 million
 2019: 35.7
 2020: 37.4
 2025: 43.9
 2030: 46.0
 2035: 43.2
 2040: 36.9
 2045: 28.0



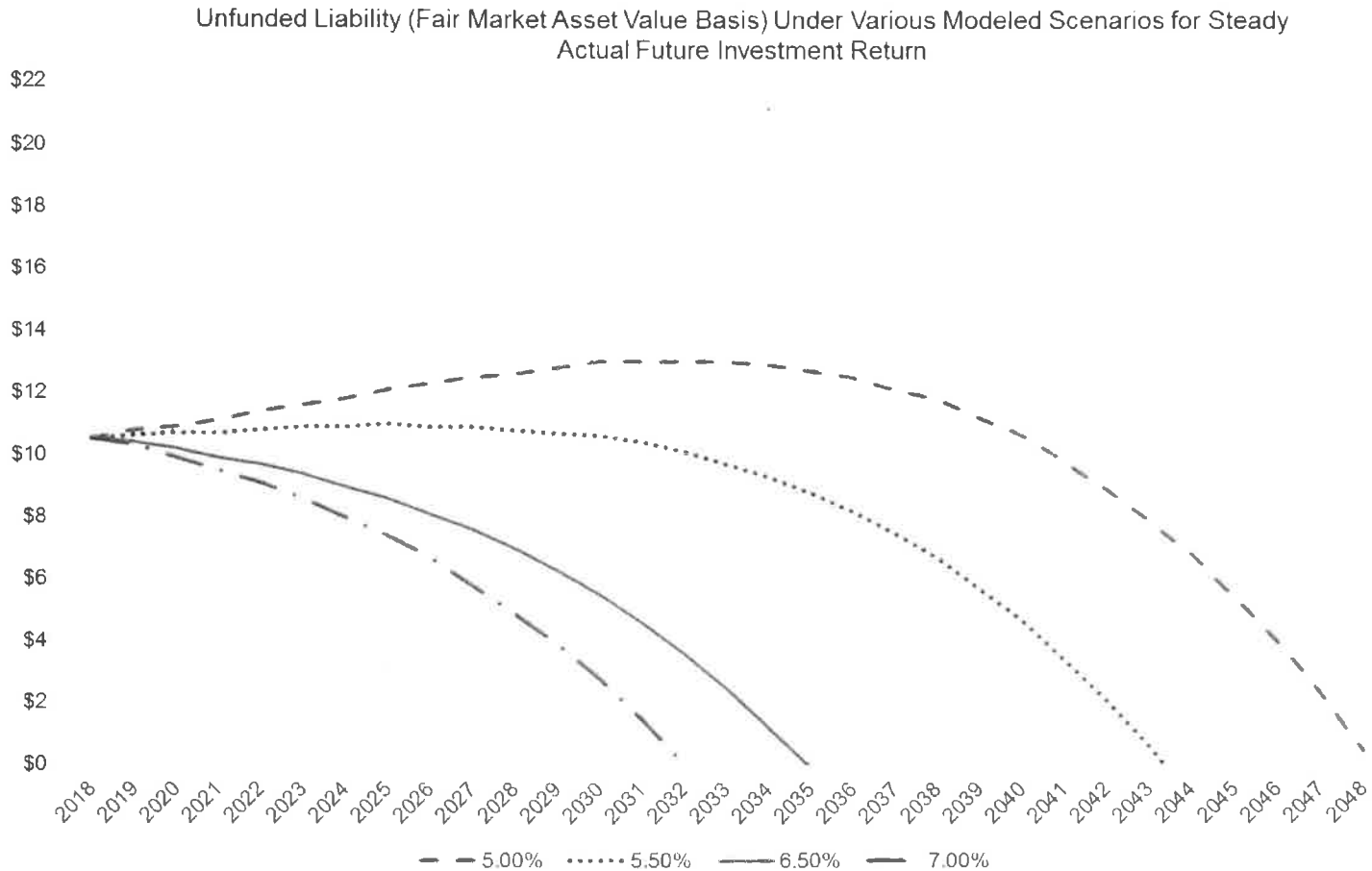
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Projection of Unfunded Liability - Close and Modify Plan - Multiplier Change

- Under the closed and modified plan design scenario, the unfunded liability projection is similar to the closed plan, but the projected County contributions and actuarial liability for the DB plan are significantly lower

Sample projected actuarial liabilities:

2018:	\$34.5 million
2019:	35.6
2020:	37.2
2025:	43.5
2030:	45.6
2035:	43.0
2040:	37.3
2045:	29.5



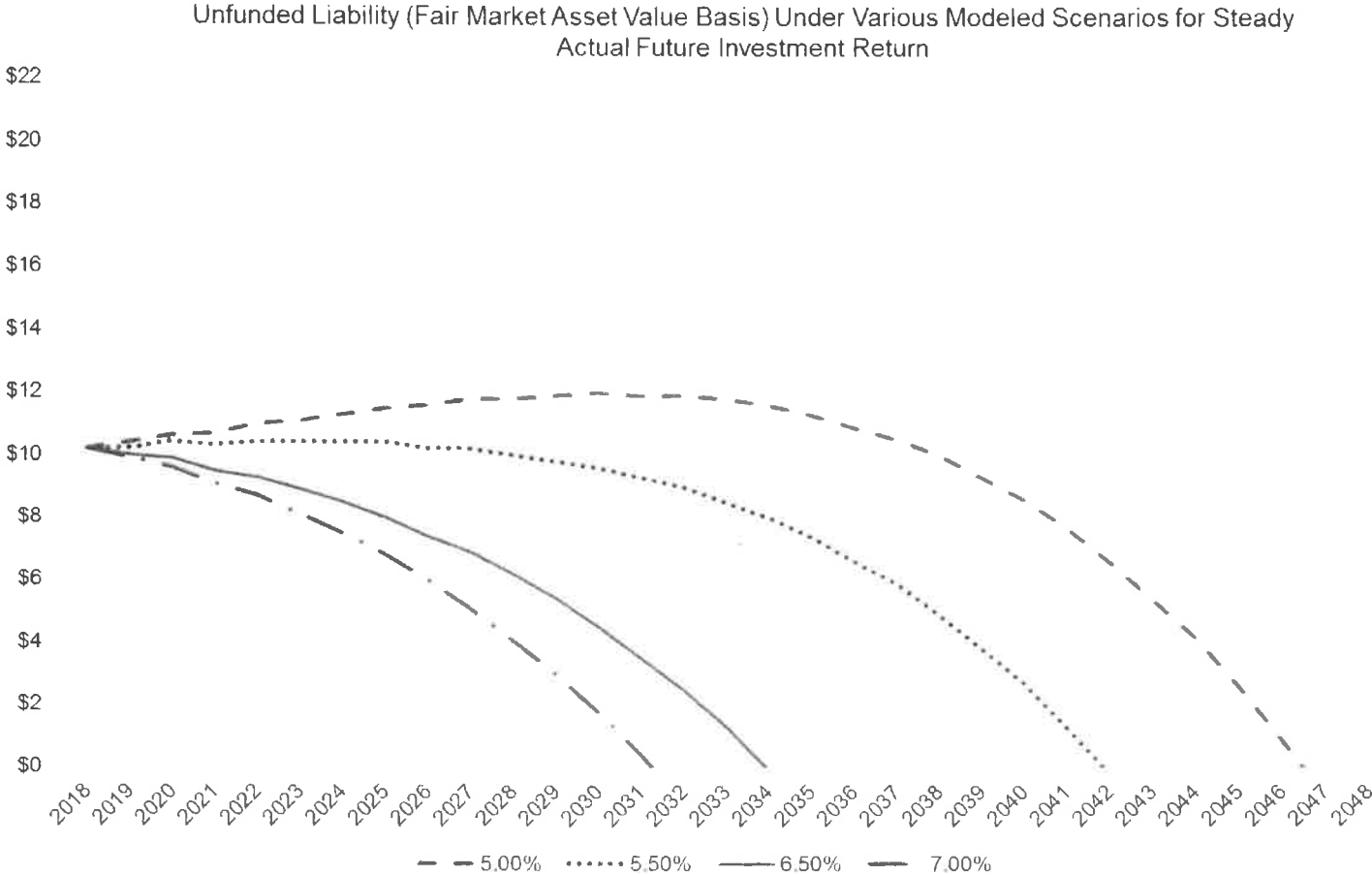
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Projection of Unfunded Liability - Close and Modify Plan – Both Changes

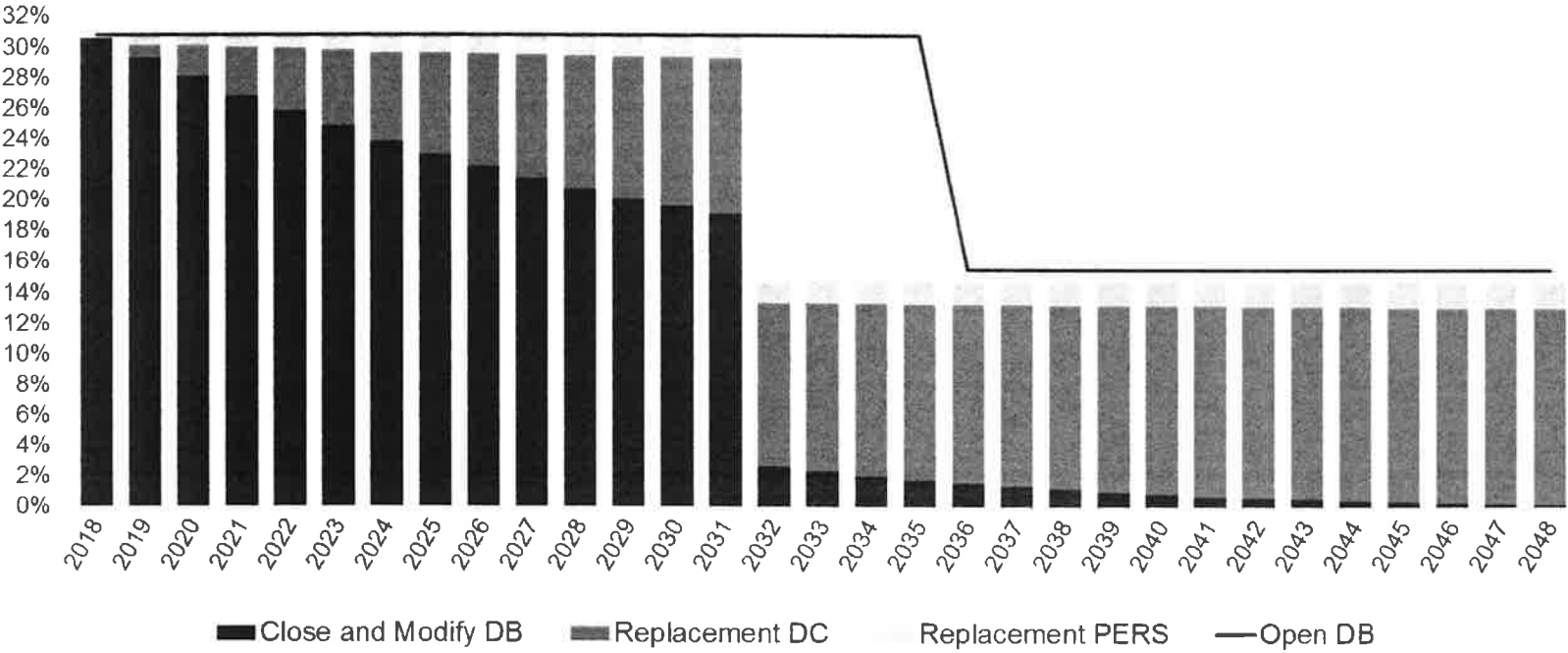
- Under the closed and modified plan design scenario, the unfunded liability projection is similar to the closed plan, but the projected County contributions and actuarial liability for the DB plan are significantly lower

- Sample projected actuarial liabilities:
 2018: \$34.2 million
 2019: 35.2
 2020: 36.9
 2025: 42.9
 2030: 44.6
 2035: 41.6
 2040: 35.3
 2045: 26.7



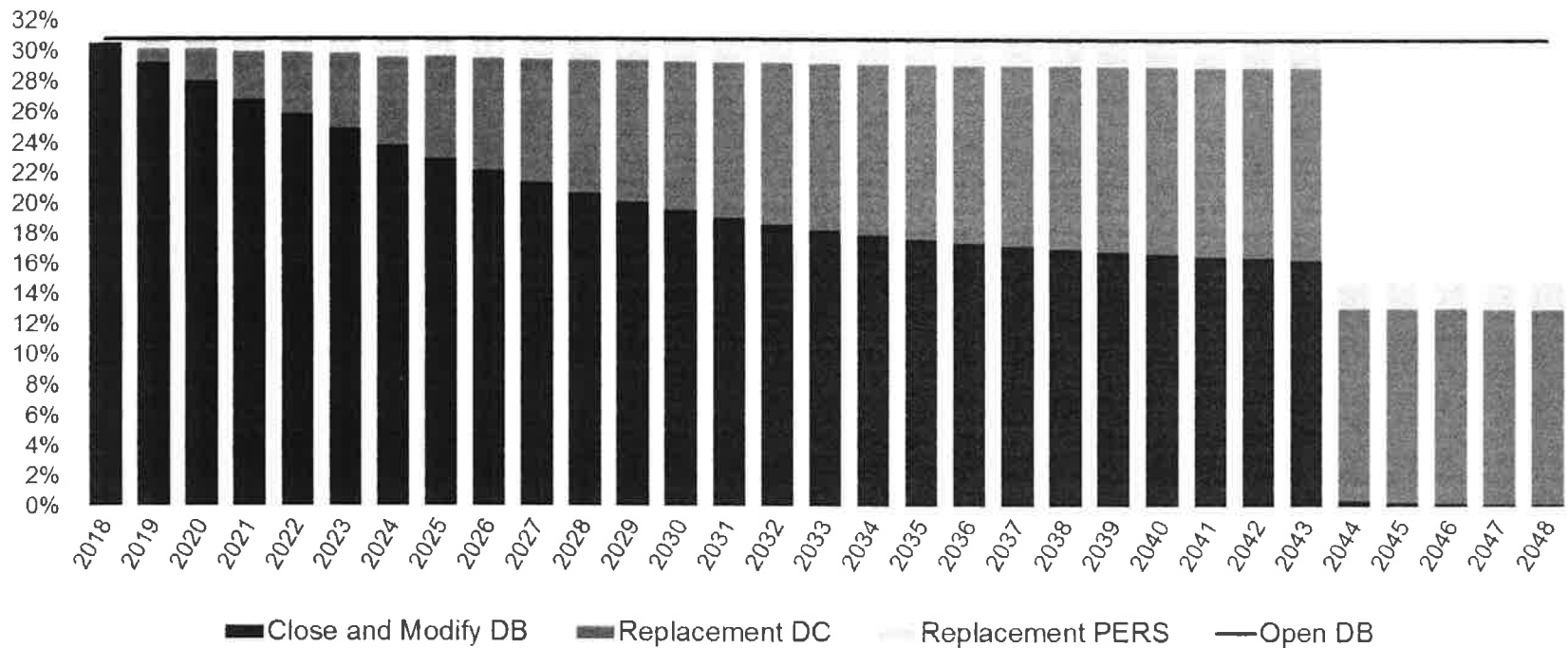
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Projection of Total Contribution Rate – Close and Modify Plan with Replacement Plans, 7% Asset Return



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Projection of Total Contribution Rate – Close and Modify Plan with Replacement Plans, 5.5% Asset Return



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IT TAKES VISION

Thank you

Milliman, Inc.
111 SW Fifth Avenue, Suite 3700
Portland, OR 97204-3654
Tel +1 503 227 0634
Fax +1 503 227 7956
milliman.com

Certification

We have provided this DRAFT report prior to completion of our work. Because this is a draft, Milliman does not make any representation or warranty regarding its contents. Milliman advises any reader not to take any action in reliance on anything contained in this draft. All parts of this draft are subject to revision or correction prior to the release of the final report, and such changes or corrections may be material. No distribution of this draft may be made without our express prior written consent.

In preparing this report, we relied, without audit, on information (some oral and some in writing) supplied by Morrow County. This information includes, but is not limited to, Plan documents and provisions, employee data, and financial information. We found this information to be reasonably consistent and comparable with information used for other purposes. The results presented herein depend on the integrity of this information. If any of this information is inaccurate or incomplete our results may be different and our calculations may need to be revised.

Milliman has prepared this presentation solely for the internal business use of Morrow County and the Board of Commissioners. Determinations for purposes other than as stated may be significantly different from the results contained in this presentation. Milliman's work may not be provided to third parties without Milliman's prior written consent. Milliman does not intend to benefit or create a legal duty to any third party recipient of its work product. Milliman's consent to release its work product to any third party may be conditioned on the third party signing a Release.

No third party recipient of Milliman's work product should rely upon Milliman's work product. Such recipients should engage qualified professionals for advice appropriate to their own specific needs.

Future actuarial measurements may differ significantly from the current measurements presented in this report due to many factors, including: plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions; increases or decreases expected as part of the natural operation of the methodology used for these measurements (such as the end of an amortization period or additional cost or contribution requirements based on the plan's funded status); and changes in plan provisions or applicable law.

Certification

Except as otherwise indicated, the assumptions, plan provisions, actuarial methods, explanatory notes, including statements of reliance and limitations on use reflected in our 2017 Actuarial Valuation Report still apply. Please refer to that report.

Cost estimates contained herein are subject to the uncertainties of a regular actuarial valuation; the costs are inexact because they are based on assumptions that are themselves necessarily inexact, even though we consider them reasonable. Thus, the emerging costs may vary from those presented in this letter to the extent actual experience differs from that projected by the actuarial assumptions.

We have not explored any legal issues with respect to the proposed plan changes. We are not attorneys and cannot give legal advice on such issues. We suggest that you review this proposal with counsel.

The consultants who worked on this assignment are pension actuaries. Milliman's advice is not intended to be a substitute for qualified legal or accounting counsel.

On the basis of the foregoing, we hereby certify that, to the best of our knowledge and belief, this report is complete and accurate and has been prepared in accordance with generally recognized and accepted actuarial principles and practices. We are members of the American Academy of Actuaries and meet the Qualification Standards to render the actuarial opinion contained herein.

Appendix - Retirement Plan vs. OPSRP (PERS)

- Potential advantages or disadvantages to joining PERS

Advantages	Disadvantages
<ul style="list-style-type: none">• Contribution rates to PERS for new employees likely less than current Plan; mostly due to less valuable benefits (estimated 15%, but likely to increase)• ETOB test not required• Reduced administrative costs• PERS benefits portable between Oregon employers	<ul style="list-style-type: none">• Less valuable benefits• Less control over PERS contribution rates• Less control over plan administration• Joining PERS is irrevocable

Appendix - Retirement Plan vs. OPSRP (PERS)

	Morrow County Retirement Plan	OPSRP
Defined Benefit Formula	2.4% (General Service) or 3.0% (Public Safety) of final average earnings multiplied by years of service	1.5% (General Service) or 1.80% (Public Safety) of final average earnings multiplied by years of service
Defined Benefit Account Balance	<ul style="list-style-type: none"> - Payable at retirement, but reduces annuity by value of account distribution - Accounts are credited with 6% interest per year - Contributions are salary reduction picked up by the County - Always 100% vested 	No similar feature
Defined Contribution Account Balance	No similar feature	<ul style="list-style-type: none"> - OPSRP members contribute to a separate DC plan called the Individual Account Program (IAP) - Contributions are 6.00% of gross pay while working - Contribution may be made by employee or picked up by employer - This account balance is in addition to DB annuity
Normal Retirement Age	70	<ul style="list-style-type: none"> - General Service: 65 or 58 with 30 years of service - Public Safety: 60 or 53 with 25 years of service

Appendix - Retirement Plan vs. OPSRP (PERS)

	Morrow County Retirement Plan	OPSRP
Earliest Unreduced Retirement Age	<ul style="list-style-type: none"> - General Service: 60 or 30 years of service - Public Safety: 55 or 25 years of service 	Same as Normal Retirement Age
Earliest Reduced Retirement Age	<ul style="list-style-type: none"> - General Service: 50 if hired before 1995 or 55 with 5 years of service if hired after 1994 - Public Safety: 50 	<ul style="list-style-type: none"> - General Service: 55 with 5 years of service - Public Safety: 50 with 5 years of service
Early Retirement Reductions	Benefits are reduced from the earliest unreduced retirement age at a rate of 7.2% per year for the first 5 years, then 3.2% per year thereafter.	Actuarially reduced from Normal Retirement Age
Optional Forms	<ul style="list-style-type: none"> - Full or Partial Cash Refund - Single Life Annuity with 0, 5, 10, 15, or 20 years certain - Joint & Survivor Annuity with 100%, 75%, 66 2/3%, or 50% continuing to the beneficiary - Lump Sum 	<ul style="list-style-type: none"> - Single Life Annuity with no certain period - Joint & Survivor Annuity with 100% or 50% continuing to the beneficiary - Lump Sum up to \$5,000
Cost of Living Adjustments	Annuity benefits for retired participants are increased each July 1, based on CPI for prior year up to a 2.00% maximum	New employees will receive annuity benefits increases when they retire of 1.25% on the first \$60,000 of benefits and 0.15% on amounts above \$60,000

Appendix - Equal to or Better Than Test (ETOB)

- In Oregon, entities that have their own retirement plans that include Public Safety employees must pass the Equal to or Better Than Test
 - Test is a comparison between the benefits provided by the County's Plan and the benefits the Public Safety employee could be receiving if the County had participated in PERS
 - Ensures that County's benefits are at least as valuable as the benefits provided by PERS
- Only applicable for Public Safety employees, General Service not tested
- Testing roughly every 12 years; County was last tested in 2010 and passed
 - Test found the Plan is broadly more valuable than PERS
- Changes to current plan or new plan would have to pass ETOB test if Public Safety employees are impacted

Appendix - Defined Benefit vs. Defined Contribution

A potential change from a DB benefit to a DC benefit highlights the need to understand important differences between the two

Defined Benefit Characteristics	Defined Contribution Characteristics
<ul style="list-style-type: none">• Provides lifetime income• Rewards long-term employment• Can be used to manage desired retirement patterns• Volatile funding costs for plan sponsor• Plan sponsor typically bears both longevity and investment risk• Assets are professionally managed	<ul style="list-style-type: none">• Provides accumulation of an account; participants must manage spend-down• Does not provide incentive for full career employment or ability to influence retirement patterns• Predictable costs for plan sponsor• Participants bear all risks• Assets may be managed professionally or by individual participants

**Letter of Agreement
Morrow County
Contract reopen Agreement**

This Agreement is between Morrow County or the "Employer", and Oregon AFSCME Council 75, or the "Union", on behalf of the Morrow County Road Department Employee's Local 2479 and is binding upon both the Employer and Union and all designated representatives.

The parties hereby agree to the following:

Either party may reopen Article 18. Section 1 (Retirement), to negotiate the retirement benefits of Morrow County Road Department Employees, by submitting, in writing to the other party, not later than June 30, 2021.

This LOA will discontinue on June 30, 2021 unless both parties agree to continue.


Required Signatures:



Darrell Green - (County Administrator)



Roger Ware - Council 75 Staff Rep.



Bruce Bischof- (Legal Counsel)



Michael Haugen - Pres. Local 2479

**Letter of Agreement
Morrow County
Contract reopen Agreement**

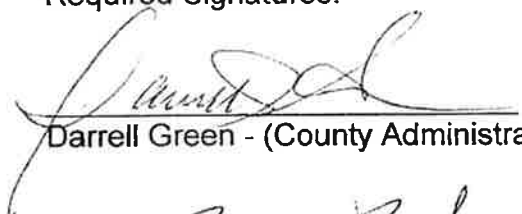
This Agreement is between Morrow County or the "Employer", and Oregon AFSCME Council 75, or the "Union", on behalf of the Morrow County General Employee's Local 2479-2 and is binding upon both the Employer and Union and all designated representatives.

The parties hereby agree to the following:


Either party may reopen Article 14.4 (Retirement), to negotiate the retirement benefits of Morrow County General Employees, by submitting, in writing to the other party, not later than June 30, 2021.

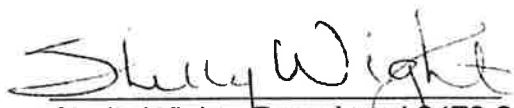
This LOA will discontinue on June 30, 2021 unless both parties agree to continue.

Required Signatures:


Darrell Green - (County Administrator)


Roger Ware - Council 75 Staff Rep.


Bruce Bischof - (Security Manager)


Shelly Wight - Pres. Local 2479-2



AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 1 of 2)

(For BOC Use)
Item #
5h

Please complete for each agenda item submitted for consideration by the Board of Commissioners
(See notations at bottom of form)

Presenter at BOC: Carla McLane
Department: Planning
Short Title of Agenda Item:
(No acronyms please)

Phone Number (Ext): 541-922-4624 or (5505)
Requested Agenda Date: 09-11-2019

Intergovernmental Agreement (IGA)
Port of Morrow Interchange Area Management Plan

This Item Involves: (Check all that apply for this meeting.)

- Order or Resolution
Ordinance/Public Hearing:
1st Reading 2nd Reading
Public Comment Anticipated:
Estimated Time:
Document Recording Required
Contract/Agreement
Appointments
Update on Project/Committee
Consent Agenda Eligible
Discussion & Action
Estimated Time:
Purchase Pre-Authorization
Other

N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: TBD
Contractor/Entity Address:
Effective Dates - From: Through:
Total Contract Amount: \$15,000 (\$5,000 from MC) Budget Line: 237-115-5-20-3231
Does the contract amount exceed \$5,000? Yes No

Reviewed By:

Carla McLane 09092019 Department Director Required for all BOC meetings
[Signature] 9/19/19 Administrator Required for all BOC meetings
Rich Tovey 08302019 County Counsel *Required for all legal documents
Finance Office *Required for all contracts; other items as appropriate.
Human Resources *If appropriate

* Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

Note: All other entities must sign contracts/agreements before they are presented to the Board of Commissioners (originals preferred). Agendas are published each Friday afternoon, so requests must be received in the BOC Office by 1:00 p.m. on the Friday prior to the Board's Wednesday meeting. Once this form is completed, including County Council, Finance and HR review/sign-off (if appropriate), then submit it to the Board of Commissioners Office.

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):

Representatives from the Port of Morrow, City of Boardman, Morrow County and the Oregon Department of Transportation (ODOT) have been meeting for several months discussing the current challenges of the Port of Morrow Interchange and how the currently adopted Interchange Area Management Plan (IAMP) is applicable. It has been determined that the IAMP does need to be updated as it does not anticipate the types of changes to the Interchange infrastructure that are being contemplated to address current queuing concerns.

The first draft anticipated the Intergovernmental Agreement (IGA) being in place for the entire project, from planning through construction. This version is only applicable to the planning phase, which concludes once the amended IAMP is adopted by the City of Boardman, Morrow County and the Oregon Transportation Commission.

The IGA has been shared with the partners, being signed by the City of Boardman on Tuesday, September 3. The intent of the City County Port meeting was for the other two jurisdictions, Morrow County and the Port of Morrow, to sign at that time.

2. FISCAL IMPACT:

\$5,000 as the county share of the anticipated cost of the IAMP update.
The Building Permit Fund is the source for the committed funds.

3. SUGGESTED ACTION(S)/MOTION(S):

The Board could approve as part of the Board of Commissioner meeting, or reserve action for the City County Port meeting. An appropriate motion would be, "I move approval of the Intergovernmental Agreement between Morrow County, the City of Boardman, the Port of Morrow and the Oregon Department of Transportation to accomplish an update to the Port of Morrow Interchange Area Management Plan"

Attach additional background documentation as needed.

INTERGOVERNMENTAL AGREEMENT
MORROW COUNTY, CITY OF BOARDMAN, THE PORT OF MORROW
AND THE OREGON DEPARTMENT OF TRANSPORTATION

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into pursuant to Oregon Revised Statute (ORS) Chapter 190 by and between Morrow County, the City of Boardman, the Port of Morrow, and the Oregon Department of Transportation (ODOT), hereafter referred to as the "Partners." This Intergovernmental Agreement (IGA) is for the purpose of doing the necessary planning work to complete an update to the Port of Morrow (POM) Interchange Area Management Plan (IAMP). Each party to this agreement has the following common objectives:

- Complete an update to the POM IAMP which was originally adopted by both the City of Boardman and Morrow County in November 2011.
- Assure that the completed IAMP update meets the necessary ODOT standards to assure that the improvement alternatives and the selected project(s) will address current operational concerns with the Interchange.
- Assure that the selected project(s) can be accomplished timely.

The Partners desire to create an intergovernmental entity, the Project Management Team, which will support the Morrow County Planning Director in the oversight of the contract for the IAMP Update.

WHEREAS, each of the Partners to this agreement has authority to perform the functions, duties, and responsibilities set out in this agreement itself or by agreement with other parties;

WHEREAS, the Community Partners to this agreement wish to enter into an intergovernmental agreement to cooperatively engage in a POM IAMP Update to the mutual benefit of all.

THE PARTIES AGREE AS FOLLOWS:

1. **Purpose:** This IGA establishes and forms a four jurisdictional entity to be known as the POM IAMP Project Management Team, hereinafter known as the PMT. The PMT will assist in the oversight of the POM IAMP Update.
2. **Effective Date:** This agreement shall be effective when fully executed by all parties.
3. **Funding:** Each of the Partners has agreed to support the POM IAMP Update with funding as follows:

Morrow County	\$ 5,000
City of Boardman	\$ 5,000
Port of Morrow	\$ 5,000

The total cost of the project will be finalized when the consultant team is identified and contracts are completed. The intent of the PMT is to not have the total cost of the POM IAMP Update to exceed the amount available of \$15,000.

4. Term: This IGA shall be in effect for the life of the project, expected to be no later than December 31, 2020. To account for any project delays the IGA shall remain effective until completion of the project.

5. Termination and Dissolution: This agreement may be terminated, in writing, by mutual consent of all the Partners prior to conclusion of the project. At the conclusion of the project the IGA is terminated and the PMT is dissolved.

6. Withdrawal: If a party to this IGA withdraws prior to dissolution, that party shall not be entitled to any reimbursement of funds nor to any remaining work products.

7. Modifications: No modification of the IGA shall be effective unless and until it is made in writing and signed by all parties.

8. Hold Harmless: Each of the Partners shall be solely responsible for any liability incurred by that Partner. To the extent possible each Partner shall hold the others harmless, and indemnify and defend the others from any and all liability.

9. Severance: If any aspect of this agreement shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this agreement.

10. Contract Execution in Counterparts: This IGA shall be comprised of four separate original documents, identical but for the signature blocks. The governing body of each Partner shall execute and date one of the separate original documents. This IGA shall be final upon the date of the last signature. Morrow County shall compile the four original documents in to one document. From that time forward this compilation shall be considered the original IGA. Morrow County shall provide a full copy of this document to each of the other Partners and shall maintain the original in its records.

Now therefore, the Partners enter into this IGA.

Morrow County Board of Commissioners

Dated this _____ day of _____ 2019.

Jim Doherty, Chair

Melissa Lindsay, Commissioner

Don Russell, Commissioner

Approve as to Form:

County Counsel

City of Boardman

Dated this _____ day of _____ 2019.

Sandy Toms, Mayor

Roy Drago, Jr., Council President

Katy Norton, Council Member

Brenda Profitt, Council Member

Brandon Hammond, Council Member

David Jones, Council Member

Art Kegler, Council Member

Port of Morrow

Dated this _____ day of _____ 2019.

Jerry Healy, President

Rick Stokoe, Vice-President

Joe Taylor, Secretary

Marv Padberg, Commissioner

John Murray, Commissioner

Oregon Department of Transportation

Dated this _____ day of _____ 2019.

TBD

TBD



AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 1 of 2)

(For BOC Use)
Item #
51

Please complete for each agenda item submitted for consideration by the Board of Commissioners
(See notations at bottom of form)

Presenter at BOC: Carla McLane
Department: Planning
Short Title of Agenda Item:
(No acronyms please)

Phone Number (Ext): 541-922-4624 or (5505)
Requested Agenda Date: 09-11-2019

Request for Proposals (RFP)
Port of Morrow Interchange Area Management Plan

This Item Involves: (Check all that apply for this meeting.)

- Order or Resolution
Ordinance/Public Hearing:
1st Reading 2nd Reading
Public Comment Anticipated:
Estimated Time:
Document Recording Required
Contract/Agreement
Appointments
Update on Project/Committee
Consent Agenda Eligible
Discussion & Action
Estimated Time:
Purchase Pre-Authorization
Other

N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: TBD
Contractor/Entity Address:
Effective Dates - From: Through:
Total Contract Amount: \$15,000 (\$5,000 from MC) Budget Line: 237-115-5-20-3231
Does the contract amount exceed \$5,000? Yes No

Reviewed By:

Carla McLane 09092019 Department Director Required for all BOC meetings
[Signature] 9/19/19 Administrator Required for all BOC meetings
County Counsel *Required for all legal documents
Finance Office *Required for all contracts; other items as appropriate.
Human Resources *If appropriate

* Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

Note: All other entities must sign contracts/agreements before they are presented to the Board of Commissioners (originals preferred). Agendas are published each Friday afternoon, so requests must be received in the BOC Office by 1:00 p.m. on the Friday prior to the Board's Wednesday meeting. Once this form is completed, including County Counsel, Finance and HR review/sign-off (if appropriate), then submit it to the Board of Commissioners Office.

AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 2 of 2)

1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):

Representatives from the Port of Morrow, City of Boardman, Morrow County and the Oregon Department of Transportation (ODOT) have been meeting for several months discussing the current challenges of the Port of Morrow Interchange and how the currently adopted Interchange Area Management Plan (IAMP) is applicable. It has been determined that the IAMP does need to be updated as it does not anticipate the types of changes to the Interchange infrastructure that are being contemplated to address current queuing concerns.

The Request for Proposals (RFP) addresses the planning necessary to update the in place IAMP, adding opportunities for improvements on the north side of the Interchange and possibly add refinements for the loop roads on the south side of the Interchange.

Proposed changes to the RFP from ODOT staff were received late last week. That draft is provided, but has not yet been reviewed by all of the partners. The first opportunity for discussion of this draft will be Wednesday at the City County Port meeting.

2. FISCAL IMPACT:

\$5,000 as the county share of the anticipated cost of the IAMP update.
The Building Permit Fund is the source for the committed funds.

3. SUGGESTED ACTION(S)/MOTION(S):

There could be action at the City County Port meeting based on the discussion at that time.

Attach additional background documentation as needed.

Morrow County
City of Boardman
Port of Morrow
&
Oregon Department of Transportation

Request for Proposals

September XX, 2019

Morrow County
Planning Department
Post Office Box 40
Irrigon, OR 97844



PROJECT OVERVIEW

Morrow County and their partners are requesting proposals from qualified consultants to complete an update to the Port of Morrow Interchange Area Management Plan, originally adopted in November 2011.

The Morrow County Planning Director will serve as the local project manager to coordinate the partners, the process and intergovernmental discussions so that planning and policy stay linked through completion of the project and beyond.

The project is anticipated to start approximately November 15, 2019 and conclude no later than December 31, 2020.

PROPOSALS AND SELECTION PROCESS

Five copies of the proposals, clearly marked "Port of Morrow Interchange Area Management Plan Update," along with an electronic copy on a thumb (USB) drive, must be received by 4:00 p.m. on October 21, 2019 at the following mailing address:

Carla McLane
Planning Director
205 Third Street NE
Post Office Box 40
Irrigon, Oregon 97840
541-922-4624
cmclane@co.morrow.or.us

COLLABORATION WITH STAFF/COMMUNITY PROCESS

Project staff will collaborate with the consultant to provide available existing mapping and data, including current and historical maps and aerial photos. The County has available some Geographic Information System database layers of land use and zone designations. It is recommended that before submitting a proposal, any consultant understand the County's information limitations, and to contact Stephen Wrecsics, Morrow County GIS Planning Technician, to discuss how this information can be used.

The Morrow County Planning Director, in conjunction with the partner representatives, shall serve as the Project Management Team (PMT). Consultant shall work in partnership with the PMT, which has the responsibility of guiding the project and review of products through the various project stages.

This project will also utilize a Technical Advisory Committee (TAC) to review work products and make recommendations to Morrow County and our partners through the project and at the adoption stage. The TAC is comprised of the PMT along with other technical representatives. A Public Advisory Committee (PAC) will also be utilized drawing from local property owners, port business representatives, and others. The Consultant shall hold an initial meeting with the PMT, TAC and PAC to kick off and present an overview of the project, including time lines.

The consultant shall be expected to participate in meetings with County and partners. Consultant will be responsible for presenting the final product. Staff shall be responsible for preparation of any required DLCD Notices for Plan Amendments.

GOALS AND OBJECTIVES

The Port of Morrow continues to grow and describes the growth in the 2017 Economic Impact Analysis released on December 12, 2017. Permanent employment is calculated at just shy of 8,500 jobs with an economic output of \$2.77 billion. Visible signs of this growth have come in the form of new and expanding data center development along with growth in the food processing industry.

This growth has put pressure on the Port of Morrow Interchange. In order to respond to this growth and development-related issues and to plan for the future, Morrow County and our partners are seeking an update to the 2011 Port of Morrow (POM) Interchange Area Management Plan (IAMP), incorporating options to address stacking and turning issues predominately on the northern side of the interchange. Any update to the POM IAMP will need to meet certain local and ODOT standards.

SCOPE OF WORK

All products must be produced in hard copies as well as electronic files, including database, spreadsheet and GIS. All electronic documentation must be compatible with Microsoft Office products and ARCGIS.

A. Complete the POM IAMP Update as follows (November 15, 2019- June 30, 2020):

Step 1: Complete an analysis of the current POM IAMP to determine necessary revisions to the figures and tables to be included in the plan amendment. Distribute to the PMT and TAC.

Step 2: Assemble recent traffic count information... determine if additional traffic count information is needed... complete additional traffic counts. Determine and assemble other needed or necessary inputs

Consultant shall obtain peak period (AM and PM peak) traffic counts provided by ODOT and evaluate the proposed lane geometry at the intersections of:

- Laurel Road and Eastbound I-84 Ramps
- Laurel Road and Westbound I-84 Ramps
- Laurel Road and Columbia Blvd.

Consultant shall obtain 5 years of the most recent crash data from ODOT highlighting collisions for all modes, including time of day, crash type, crash severity, crash cause/factors, collision type and reported location. Consultant shall compile all information into a report summarizing crash severity, crash locations and crash frequency.

Step 3: Complete existing conditions technical memorandum. Distribute to PMT and TAC.

Consultant shall perform AM & PM traffic analysis for all traffic locations and I-84 merge, diverge, weaving and mainline segments west and east of the Port of Morrow (Exit xxx)

interchange ramps. Operational analysis must include:

- V/C ratio
- Level of Service (LOS)
- Turning movements shown in figures
- 95th percentile queues.

Consultant shall summarize non-motorized transportation movements provided by ODOT for all count locations. Summary must include:

- Volume
- Type
- Direction

Consultant shall prepare a multi-modal safety analysis for the 3 intersections by identifying safety issues and collision rates. The results of the analysis must be included in the technical memorandum.

Consultant shall identify hot spots of safety issues and propose a list of potential mitigations to address the issues.

Consultant shall discuss general issues with freight movements, including congestion, roadway geometrics, and potential new generators.

Based on the analysis, Consultant shall prepare a summary of existing transportation system deficiencies in the Project study area. Data must be presented in tabular and mapped formats and include narrative.

Step 4: Complete future conditions technical memorandum. Distribute to PMT and TAC.

Consultant shall also develop future (year 20xx) traffic volume forecasts for the proposed Project. Using existing and future traffic volumes, Consultant shall evaluate capacity at each of the 3 intersections during both AM and PM peak periods. Vehicle queuing shall also be evaluated to determine appropriate storage for turn lanes.

Consultant shall apply the 2010 Highway Capacity Methodology to perform level of service analysis for the 3 intersections. Consultant shall perform a 95th percentile queuing analysis using SimTraffic or VISSIM. Consultant shall provide an excel table showing the intersection volumes and V/C utilizing Synchro and SimTraffic or VISSIM. Consultant shall also, using linear interpolation, calculate the year each intersection does not meet the Highway Design Manual design life v/c.

Step 5: Generate concept development and analysis. Complete technical memorandum. Present to PMT, TAC and PAC.

Based on Services in previous tasks, Consultant shall develop and evaluate the proposed strategy to address each identified deficiency that is not already identified in the current POM IAMP.

Consultant shall consult with ODOT to ensure that new strategies affecting the I-84 and the POM interchange comply with agency standards. Strategies must be compliant with the Transportation Planning Rule ("TPR") and Oregon Highway Plan ("OHP").

Strategies must not be limited to construction projects, but must consider access management (on all Agency facilities and City collectors and above), multiple modes, potential land use changes and Transportation Demand Management (“TDM”) recommendations.

Consultant shall use the Highway Safety Manual predictive methodology to assess the preferred alternative’s ability to improve safety conditions on the local system for all modes (not on the freeway) at intersections changing with the build alternative.

Step 6: Complete amended Interchange Area Management Plan and other needed Plan components. Present to PMT, TAC and PAC.

Consultant shall prepare a draft memorandum, with the section listed below, summarizing the results of the findings. Consultant shall prepare a final memorandum based on draft review comments from Agency.

- The traffic analysis memorandum must include the following sections:
- Project Purpose
- Analysis of the most recent 5-year crash history along the corridor
- Crash rate for the entire Project section
- Identification of the top 10% SPIS sites
- Identification of the Functional Classification of the highway in accordance with the Oregon Highway Plan and Highway Design Manual
- List the Posted Speed
- Provide the Annual Average Daily Traffic Volume (AADT) for Current Year and Design Year
- Provide the Truck Percentage

Step 7: Provide adoption ready materials to the PMT.

Consultant shall prepare adoption ready materials to amend the POM IAMP.

PAYMENT SCHEDULE

Develop a requested payment schedule showing the number, timing, and amount of interim and final payments. Relate interim payments to products, if applicable. The payment schedule should include a reasonable number of payments.

PROJECT PARTNERS

The project partners are Morrow County, the City of Boardman, the Port of Morrow and the Oregon Department of Transportation.

COSTS INCURRED

Morrow County and our partners are not liable for any costs incurred by the consultant in the preparation or presentation of the proposal or interview, if one is needed.

PROPOSAL FORMAT

The County requests that the Consultant respond to specific criteria that will facilitate proposal evaluation. The specific criteria are presented below. The criteria need not be presented on separate pages.

A. Introductory Letter

The letter shall name the person(s) authorized to represent the Consultant in any negotiations and name of the person(s) authorized to sign any contract, which may result. The letter shall indicate the insurance carried by the Consultant and be signed by an authorized representative of the Consultant.

B. Consultant's Capabilities

This criterion relates to the firm's capabilities and resources in relation to this project.

- Are resources available to perform the work for the duration of the project?
- What similar projects by type and location have been performed within the last three years?
- Has the firm done similar projects with other government agencies?
- Internal procedures and/or policies associated or related to work quality and cost control.

C. Project Team

This criterion relates to the project manager, key staff and sub-consultants. The basic question is how well the team's qualifications and experience relate to this specific project? Identify the project team in a matrix, to include number of hours by project manager on this project.

D. Please Include Information On:

Project principal experience on similar projects.

Extent of principal involvement.

Names of team members who will be performing the work on this project and their responsibilities.

Identity of project manager and his/her experience on similar projects.

Experience of key staff.

Unique qualifications.

Project team experience on similar projects.

Describe how the team's expertise covers all phases of the project.

Timeliness of delivery of services.

References from successfully completed projects managed by the contractor.

Utilization of locally procured goods, services, or personnel (as applicable).

Other services provided by the contractor not specifically listed in this RFP.

Total cost to the County.

E. Project Understanding

This criterion relates to whether the Consultant has a clear understanding of the project.

F. Project Approach

This criterion is the heart of the response and deals with the Consultant's ability to clearly define the action to be taken to deal with the objectives and problems outlined in the scope of work. It should include the proposed design outline and schedule that indicate tasks, milestones, and staff assignments.

The Consultant shall include an estimated fee for services to be used by the County for budgetary purposes. The fee estimate will not be used as an evaluation criterion.

G. Support Information

Support information must be limited to that which is pertinent to the proposal. Material must include references and may include graphs, charts, photos, resumes, certificates, etc.

PROPOSAL REVIEW, EVALUATION, AND SELECTION

Review

Morrow County and our partners will award a contract to the consultant whose proposal would be most advantageous to the PMT. The County and partners will evaluate proposals and decide on those people to be interviewed. A selected committee will evaluate applicants, rank the proposals, and make recommendations to the County within two weeks of the submittal date. The County has the right to require any clarification or change it needs to understand the Consultant's approach to the project and view of the work scope.

Evaluation and Selection

Each proposal will be limited in length and judged as a demonstration of the Consultant's capabilities and understanding of the project. No amendments, additions or alternates shall be accepted after the submittal deadline. Incomplete submittals, incorrect information or late submittals will be disqualified. Evaluation criteria, maximum points and page limitations (one page is considered to measure 8 1/2" x 11") will be as follows:

Proposal Format and Evaluation Criteria Page Limitations and Maximum Points

Contents	Max.# Pages	Max. Points
Introductory Letter	2	5
Firm's Capabilities	1	20
Project Team	4	15
Project Understanding	4	20
Project Approach	6	25
Budget Breakdown	3	10
Support Information	4	5
TOTAL	24	100

CONTRACT REQUIREMENTS

The successful Consultant shall enter into a Personal Services Contract with Morrow County. Payment for contract services will be made not more than monthly, upon receipt of the Consultant's billing statement, for work done to date, in accordance with the contract. The invoice shall include a summary of progress through the billing date. All billings will be processed through the County project manager.

Morrow County nor our Partners will be liable for any pre-contractual expenses incurred. The County reserves the right to negotiate special requirements and service levels using the selected qualification(s) as a basis. Compensation for additional services will be negotiable.

The selected firm must agree to indemnify, hold harmless and defend the County and our Partners from any and all liability or loss resulting from any suites, claims or actions brought against the County or our Partners which result directly or indirectly from the wrongful or negligent actions of the consultant in the performance of the contract.

All documents, records, designs and specifications developed by the selected firm with regard to this project shall be the property of the County and our Partners. Additionally, all responses to this RFP become the property of the County and our Partners.

Any questions regarding this RFP should be directed to Carla McLane, Planning Director, Morrow County Planning Department at 541-922-4624 or cmclane@co.morrow.or.us.



PLANNING DEPARTMENT

PO Box 40 • 205 Third Street NE
 Irrigon, Oregon 97844
 (541) 922-4624

MEMORANDUM

To: Morrow County Board of Commissioners
 From: Carla McLane, Planning Director
 Date: September 9, 2019
 RE: Planning Update

The following represents current work and anticipated actions in the Planning Department during the last half of September, October and further into the year. It is not exhaustive.

Laurel Road:

Since the Board's last discussion on Laurel Road (August 7, 2019) there has been continued email correspondence between Mr. Glenn, Justin and myself. Just this past weekend Mr. Glenn submitted a written request that does not conform with the Board's action (pursuing a name change to Laurel Lane Road). Mr. Glenn's request is for a change to Laurel Lane.

The Planning Department, based on the Road Naming Ordinance, is responsible for processing these applications. At this point his application could not be deemed complete for the following reasons: 1) no fee was submitted; 2) a list of petitioners is required, which should include a majority recommendation from residents along the road, and 3) the application needs to include both a vicinity and detail map.

As this has been a process with a fair amount of discussion, prior to proceeding a conversation about next steps is much appreciated.

Code Enforcement:

The Code Enforcement Task Force had its first meeting on Tuesday, August 27, with 14 folks seated around the table. There was energetic conversation about Code Enforcement, but no real answers have come forth yet. The initial conversation was intended to have all of the participants, some of which are newer to the topic, gain an understanding of what Code Enforcement is, what their role might be, and what Morrow County's vision of Code Enforcement should be. The conversation will continue, most likely in early October (a Doodle Poll is ongoing).

On a related note one of our ongoing Code Enforcement cases did experience a fire over this past weekend. The Code Enforcement Ordinance does limit the ability to issue development permits when there is active enforcement. This situation is being discussed internally and with the Sheriff's Office. The conversation will continue, next engaging the Justice of the Peace.

Green Energy Corridor:

Rulemaking is postponed. It looks like the first meeting will be in October.

On a related note the County Planning Directors are planning an 'energy summit' for early in November (Crook County is hosting in Prineville) to discuss energy topics with a focus on HB 2329, best energy siting practices, and energy corridors as a planning tool.

Navy Meeting:

The Navy meeting will happen on Tuesday, September 17, 2019, from 2:00 p.m. to 4:00 p.m. at the Port of Morrow Riverfront Center in the Riverfront Room. You have received an email invitation from Kim Peacher with the list of topics included. The roll out of the Range Air Installation Compatible Use Zones (RAICUZ) Study has been delayed, so will not be a topic of discussion. I hope to learn of their new release date; this study has been ongoing for nearly three years.

Shepherds Flat wind energy facility:

Morrow County has received notice from the Oregon Department of Energy that Shepherds Flat Central is requesting an amendment to replace the turbine blades on two turbines to study the impacts of a longer turbine blade. It is anticipated that later this month applications will be submitted to repower the entire facility, of which two parts are in Morrow County – Shepherds Flat Central and South. Shepherds Flat North is entirely in Gilliam County. There is ongoing conversation with both the applicant's representative and the Oregon Department of Energy about what impacts should be reviewed as part of the application for repowering. As the initial application is wholly within Gilliam County I do not anticipate submitting comment. However, for the full repower application there are a number of factors that are of interest that will most likely require review and comment.

NextERA/Wheatridge Wind Energy Facility:

Matt Scrivner, Public Works Director, has been dealing with a number of Access and other Permits related to the proposed wind facility. Development is now driving the next phase of permits, which will be going through the Planning Department. Currently under review are two Zoning Permits with associated Rural Addresses, and a land partition request.

Planning Vehicle:

Thanks for the second Planning Department vehicle. It is our intention to engage in more site visits and Code Enforcement follow up. There is also a hope is will reduce our mileage expenditures as part of the Planning Department budget.

Army Corps of Engineers/Environmental Assessment and FONSI:

Step into your way back machine! In March of this year you signed a comment letter to the ACOE concerning an easement renewal for Threemile Canyon Farms on the Willow Creek Arm. The ACOE has released the final Environmental Assessment and well as a Finding of No Significant Impact. If you are interested in any of the final documents, please advise.



DEPARTMENT OF THE NAVY

NAVAL AIR STATION WHIDBEY ISLAND
3730 NORTH CHARLES PORTER AVENUE
OAK HARBOR, WASHINGTON 98278-5000

5090

Ser N44/1634

August 26, 2019

Morrow County Board of Commissioners
Attn: Commissioner Jim Doherty, Chair
P.O. Box 788
Heppner, OR 97836

Dear Mr. Doherty:

SUBJECT: USDA PREDATOR CONTROL ONBOARD NAVAL WEAPONS SYSTEMS
TRAINING FACILITY BOARDMAN, OREGON

Thank you for your letter dated July 10, 2019 encouraging our staff to contact Mr. Chris Lulay, the (United States Department of Agriculture (USDA) Wildlife Specialist for Morrow County. The Navy Region Northwest Biologist, Mr. Michael Bianchi, spoke with Mr. Lulay by phone on July 16, 2019. At this time, based on the limited information available (i.e. predatory studies, counts, geographic areas needing predator control, etc.) and consideration of the potential mission impacts to Naval Weapons Systems Training Facility (NWSTF) Boardman, Oregon, I would like to further understand the issue before committing to any one particular course of action.

I understand the fact that wild predators are a serious concern for the farmers and ranchers of the region, whose livelihood depends on the survival of their livestock. I have asked my staff to stay up to date on the science, policy, and regulations surrounding this issue in preparation of our meeting in September.

Should you have any questions or require additional information, my point of contact for this issue is Mr. Michael Bianchi, Biologist, at (360) 257-4024 or michael.bianchi1@navy.mil.

Sincerely,

A handwritten signature in black ink, appearing to read "M. L. Arny", is positioned above the typed name.

M. L. ARNY
Captain, U.S. Navy
Commanding Officer



The Oregon Rural Health Conference is less than a month away!

October 2 – 4, 2019

At The Riverhouse on the Deschutes

Bend, Oregon

2019 Oregon Rural Health Conference Highlights:

- Best Practices of Patient-Center Primary Care Home Programs in Rural Oregon
- Utilizing Community Health Workers to Address Addiction
- Healthcare in Complex Circumstances: A Coordinated Care Organization (CCO) and Public Health Partnership
- CCO 2.0 and the Changes it Will Bring to Rural Health Care
- Plus Much More!

The 2019 Oregon Rural Health Conference will bring together approximately 350 providers, administrators, policy-makers, and public health leaders to explore topics of vital import to Oregonians living in rural communities. To see the [agenda](#), registration and lodging information, please visit the [Oregon Office of Rural Health website](#).

Registration is \$275 per person, with discounts available for students and ORHA members.

Important note: Lodging at the Riverhouse is limited, so reserve your room today!



Accreditation: Oregon Health & Science University School of Medicine is accredited by the Accreditation Council for Continuing Medical Education to provide continuing medical education for physicians.

Credit: OHSU School of Medicine designates this live activity for a maximum of 10.0 *AMA PRA Category 1 Credits™*. Physicians should claim only the credit commensurate with the extent of their participation in the activity.



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MORROW COUNTY FAIR BOARD MEETING AGENDA
Wednesday September 11th, 2019 @ 6:30pm
Fairgrounds Annex 74473 HWY 74 LENA, Heppner OR

NEXT MEETING: October 9th 2019 @ Sage Center 101 Olson Rd. Boardman, OR

CALL TO ORDER: By: _____ AT _____ PM

MINUTES OF PREVIOUS MEETING:

FAIRBOARD MEMBER(S): Pat Tolar _____, Rex Nielson _____, Cody High _____,
Casey Zellars _____, Ray DeLoe _____, Buck Elliott _____,

REPORTS:

4-H:

Rodeo:

NEW BUSINESS:

FAIR WRAP UP:

OTHER:

OLD BUSINESS:

FAIR-4-H/LEADERS/SUPERINTENDENTS/RODEO:

Undersheriff Bowles presentation on active shooters with discussions to follow

Walk around layout of fair:

Camping/parking?

Chips/Sawdust:

OTHER:

ADJOURNMENT: By: _____ AT _____ PM

This meeting is open to the public and interested citizens are invited to attend. The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting to Ann Jones, 541-676-9474.

NEXT YEARS DATES: August 19-22, 2020

MORROW COUNTY FAIR BOARD MEETING MINUTES
Saturday August 3rd , 2019 @ 11:30 am
Fairgrounds Office 74473 HWY 74 LENA, Heppner OR 97836

In Attendance:

Chair: Pat Tolar

Board Members: Rex Nielson, Ray DeLoe, Cody High, Buck Elliott

Secretary: Ann Jones

Overview of what still needs done after clean up:

Chips need place in front of the bleachers in the Wilkinson Arena

Both big tents need put together and set up on Tuesday or Wednesday morning ask Tony

Check to see if there is a lock on the fan in WA if there is need to remove it

Ann will get ahold of Dale Bates and have him bring in the music trailer Monday or Tuesday so it is set up before Rod arrives.

Ray will bring in tables on Wednesday for the church for the dinner.

Ray will not be here on Sunday 18th for clean up

Pat will have corn here Wednesday by noon

Need to get candy for the parade

Need to check on bowls and spoons for ice cream social

Discussion about the greased pig contest, would like to know how the commissioners feel about it, also it was mentioned that Coos County had a 4H pig scramble this year why did we receive a letter on 4H letter head stating that it goes against 4H standards? What can we do in place of it this year? Rex suggested doing a greased "watermelon" contest, Ann will look at different ideas on how we can use watermelons and see if we can get them donated and present something to the board.

NEXT MEETING: September 11th @ 6:30pm Fairgrounds Annex 74473 HWY 74 LENA, Heppner OR

MORROW COUNTY FAIR BOARD MEETING MINUTES
Wednesday July 10th, 2019 @ 6:30pm
Fairgrounds Annex 74473 HWY 74 LENA, Heppner OR 97836

In Attendance:

Chair: Pat Tolar

Board Members: Rex Nielson, Ray DeLoe, Cody High

Secretary: Ann Jones

4-H: Anna Browne, Erin Heideman

Others: Terri Gentry, Judy Healy, Colby Golden, Andrea Fletcher, Kay Proctor, Heidi Nelson, Karen Smith-Griffith, Karen Clough, Jannie Allen, Kacee Lathrop, Sandi Richardson

CALL TO ORDER: by Pat Tolar @ 6:30 pm

Minutes of Previous Meeting: Motion made by Ray to approve minutes 2nd by Rex, minutes approved

Undersheriff Bowles presentation on active shooters with discussions to follow: Undersheriff Bowles & Detective Snyder played a video on active shooters and gave an over view, gave everyone a chance to “think” about what/where to go depending upon location of the grounds.

4-H: Went over animal entry numbers, may have alpacas this year with small animal numbers being up may need to borrow cages from another fair. Registrations are due Monday so will have a better idea.

Hogs: 79 (63 4-H | 16 FFA)

Sheep: 53 (48 4-H | 5 FFA)

Goats: 15 (14 4-H | 1 FFA)

Steers: 27 (27 4-H, 4 FFA)

Heifers: 11 (not weighed, just known)

Reminder Clean/set up day August 3rd from 9-11

Rodeo: Ground will need to be ripped 2 weeks before the 4-H horse show so roughly July 31st.

NEW BUSINESS:

Walk around layout of fair: The only big change to the layout this year will be moving the sheep/goat showing to the grass on the east side of the sheep barn which will also move the bounce houses to the grass in front of the Wilkinson Arena

Camping/Parking: With the parking lot shortage the board has asked that the 4-H/FFA families that are here all day maybe park on the street as opposed to the parking lot. Discussion among attendees at meeting they didn't feel it was fair to tell 4-H families to not use parking lot, it was explained that the board is just asking them not requiring them as they are trying to free up parking for fair patrons.

Chips/Sawdust: Still working on where to get from, Commissioner Doherty was also helping with this. Ann will make phone calls. Question was asked by rodeo if was going to be chips or sawdust as one is easier to clean up in the Wilkinson Arena than the other. At this point we will have to take what ever we can get donated since we don't have a budget for it and rely on donation for that.

Other: Kay Proctor questioned the board about the buyers' luncheon and asked for an explanation as to why the 4-H was not “doing” the lunch. It was explained that the group that helps with the lunch is still helping with the set up and take down of lunch. The fair board has chosen to have this lunch catered as it is a thank you to buyers that is paid for by the fair budget and they will allow the beer garden to open at that time for any one that wants to purchase. Although fair is not going against any 4-H policies Erin feels that it is best to not have the

kids from that group do any “cleaning up of plates” during the actual lunch. Ann did read the 4-H alcohol policy to the group that was provided by Anna Browne during a November meeting. The fair board also reminded the meeting attendees that this is a county fair and not just an event for 4-H/FFA and they are working on providing different things for a variety of people to enjoy.

We need to make sure that we have the corn shucked for Rod this year for the dinner on Wednesday, would there be any 4H kids that can help? Anna thought that there could be some kids available around 12:30, Ray suggested that we make it a contest.

OLD BUSINESS:

4-H: Small animals are up in numbers this year, possibly having turkeys coming as well. We will need to check on the number of cages and tables that we have. Open Class numbers for small animals should be up also as there are a number of cloverbuds that plan on bringing them.

Since we moved the showing to the grass area do we need to put anything down on it? if so what and who is going to be responsible for the clean-up of it? Ann will talk to Matt and see what he thinks, Rex feels that as long as the grass is mowed it shouldn't be a concern with the sheep/goats trying to eat.

Plan on getting paddles for the auction this year, this was a request that was made last year after.

Anna asked us about the buyer's luncheon and who was going to be in charge of doing that this year, the fair board will have that catered this year, Ann did mention that normally there are couple kids at the “front table” checking off the buyers if there are a couple kids that can do that it would be great if not fair will find someone to do it.

Weigh In's done! Thank you, Rex for your help and scales, HUGE! Numbers weighed in:

Hogs: 79 (63 4-H | 16 FFA)

Sheep: 53 (48 4-H | 5 FFA)

Goats: 15 (14 4-H | 1 FFA)

Steers: 27 (27 4-H, 4 FFA)

Heifers: 11 (not weighed, just known)

Note: more details to come after registration in July. These are rough numbers

Tri-County 4-H Camp is June 13-16, @ Cutsforth. 72 campers' grades 4th-6th

State 4-H Trapshooting. 28 kids participated in county this year, 16 qualified to go to state based on their scores and 7 will represent MoCo June 17-19 in Albany. 3 from Ione, 1 Boardman and 3 Heppner. This is the first year our county has successfully had a team/participation and had any qualification scores to attend state!

County Presentations: July 31st at fairgrounds. We will combine with Gilliam county to save on judging costs, etc. and give Gilliam the chance to qualify for state fair. Each county will be judged separately.

Rodeo: Had Mike Duncan come in and look at outdoor and warm-up arena to see what is needed, they will need 6 belly dump loads him and Ryan Miller can do it for under \$4500, indoor arena is being put on hold until after fair and they will be putting together a community committee for looking at what improvements need to be made to the indoor arena and give a presentation to fair board & BOC. Discussion on culvert needing to be replaced with something bigger, Commissioner Lindsay will talk with Matt about this. A couple projects they are going to be working on is fixing some of the board that are coming off the Spur Em' Barn, seams in the plywood need fixed or replaced in arena, bleacher seats need to be checked and fixed (is this rodeo or county). Ground will need to be ripped 2 weeks before the 4-H horse show so roughly July 31st, Terri will fill out a work order for this.

NEW BUSINESS:

Sponsor Updates: Ann presented the board with a print off on where we are at with sponsor dollars for the 2019 fair. This year premium book costs came to \$1821 and our ad sales covered a little more than half!!

Received From	Fair Rental	Gate Receipts	Concessions	Entertainment Sponsorships	Kick-Off Dance	Premium Book Ads	Misc. Revenue	Donations - Fair	Reimbursed Items	Gate Reimb.	Total
amazon web services				1,000.00							1,000.00
barnett & moro						50.00					50.00
beef northwest				300.00							300.00
beo				1,000.00							1,000.00
blown away ranch				300.00		30.00					\$ 330.00
blue mt. investment				300.00							\$ 300.00
boardman firefighters		1,000.00									\$ 1,000.00
boardman foods						80.00					80.00
caithness		2,000.00									2,000.00
city of irrigon						160.00					160.00
columbia basin						60.00					60.00
columbia distributing				500.00							500.00
columbia river technolog				750.00							750.00
community bank				300.00							300.00
community counseling				500.00							500.00
corey miller				300.00							300.00
D&B supply				300.00							300.00
devin oil						30.00					30.00
double t farmin				300.00							300.00
easterday farms				1,000.00							1,000.00
eoms						80.00					80.00
finley buttes				750.00							750.00
heppner chamber						80.00					80.00
heppner market fresh				1,000.00							1,000.00
lamb weston		3,500.00									
lexington pump						80.00					80.00
les schwab						160.00					160.00
mchd				1,000.00							1,000.00
mcgg				1,000.00							1,000.00
millier wheat				300.00							300.00
murrays				1,000.00							1,000.00
oregon health insurance				300.00							300.00
prmp				300.00							300.00
rdo				500.00							500.00
rogers				500.00							500.00
sage center				1,000.00							1,000.00
shelco								100.00			100.00
silver creek				300.00							300.00
the loop						80.00					80.00
threemile canyon				1,000.00							1,000.00
uec				500.00							500.00
wheatland				300.00							300.00
wildhorse				500.00							500.00
willow creek terrace						30.00					30.00
Total	-	6,500.00	-	17,100.00	-	920.00	-	100.00	-	-	24,620.00

Gate: FREE WEEK!! Need to contact the Heppner Gazette and North Morrow Times and ask them to run an article for fair and get the word out that this year is FREE. Wednesday is Lamb Weston, Thursday is Caithness, and Friday is Boardman Fire Fighters Association & Fair Board.

Ann talked with Petra Payne with Heppner Daycare and let her know that there is no charge this year and the front gate will be set up as an information booth, this may help with getting parents to volunteer!

Other: Pat presented two shirt designs for our Veterans day shirts to sell, one shirt is \$10.50 and one is \$12 the board voted to go with the \$12 shirt as it's a better material with a few minor adjustments to the design, fair logo small on left front and RED big on back. Red shirts with white lettering we will sell shirts for \$15 with the proceeds to go to the Morrow County Veterans Services.

Rex talked with Susan and she is good to go for cleaning and garbage, Ann will get paper work redone and sent soon.

Board asked to check with Tony on adding the shower in each outside bathroom, and putting up speakers(s) .

ATM need to call BEO and see if they have an atm machine, if they do see if they will bring one. The one that Rex has is scheduled to be here but if we have access to a different one they would like to send that one to a different town. Ann will call tomorrow.

Please see highlighted notes under old business to see what was discussed at this meeting about those topics.

ADJOURNMENT: Meeting adjourned by Pat Tolar @

NEXT MEETING August 3, 2019 @ Fairgrounds Annex 74473 HWY 74 LENA, Heppner OR (quick overview after clean/set-up day)

Roberta Lutcher

From: Melissa Lindsay
Sent: Friday, September 06, 2019 1:24 PM
To: Roberta Lutcher
Subject: Fwd: Regional Solutions Director/Jobs & Economy PA and Press Secretary - New hires

Correspondence

Thank you

Get [Outlook for iOS](#)

From: CROWELL Courtney * GOV <courtney.crowell@oregon.gov>
Sent: Friday, September 6, 2019 11:08 AM
To: CROWELL Courtney * GOV
Subject: FW: Regional Solutions Director/Jobs & Economy PA and Press Secretary - New hires

Courtney Warner Crowell

Regional Solutions Coordinator, Eastern Oregon

Office of Governor Kate Brown

Cell: 541-429-2120

Courtney.crowell@oregon.gov

From: CAMPOS Shelby * GOV <Shelby.CAMPOS@oregon.gov>
Sent: Tuesday, August 27, 2019 12:07 PM
To: GOV_DL_GOV <GOV_Dist@oregon.gov>
Subject: Regional Solutions Director/Jobs & Economy PA and Press Secretary - New hires

Colleagues:

I am happy to announce two new hires that will be joining Team Brown.

Leah Horner will join the Governor's team as the Regional Solutions Director and Jobs & Economy Policy Advisor on September 9. She has served in a variety of roles within state government, most recently as the Legislative Director at the Department of Human Services. Leah holds a Master of Science in Economic Development and Entrepreneurship from University of Houston and a Bachelor of Science in Political Science from University of Hawai'i.

Shelby Campos

Director of Operations

Office of Governor Kate Brown

Somerville Building

775 Court Street NE

Salem, OR 97301

Mailing address:

900 Court Street NE, 254

Salem, OR 97301

phone: 503-986-6520



**SUPPLEMENT DATED JULY 24, 2019
TO THE PROSPECTUS DATED SEPTEMBER 1, 2018
OF
FRANKLIN STRATEGIC INCOME FUND
(a series of Franklin Strategic Series)**

The prospectus is amended as follows:

I. The following is added to the “Portfolio Managers” section in the “Fund Summary” section of the prospectus:

Effective on October 15, 2019, the portfolio managers of the Fund will be as follows:

Sonal Desai, Ph.D.

Executive Vice President and Director of Advisers and portfolio manager of the Fund since December 2018.

Patricia O'Connor, CFA

Vice President of Advisers and portfolio manager of the Fund since 2016.

William Chong, CFA, FRM

Portfolio Manager of Advisers and portfolio manager of the Fund since October 2019.

David Yuen, CFA, FRM

Portfolio Manager of Advisers and portfolio manager of the Fund since October 2019.

II. The following is added to the portfolio manager line-up under the “Fund Details – Management” section of the prospectus:

Effective on October 15, 2019, the portfolio managers of the Fund will be as follows:

Sonal Desai, Ph.D. Executive Vice President and Director of Advisers

Dr. Desai has been a portfolio manager of the Fund since December 2018. She joined Franklin Templeton in 2009.

Patricia O'Connor, CFA Vice President of Advisers

Ms. O'Connor has been a portfolio manager of the Fund since 2016. She joined Franklin Templeton in 1997.

William Chong, CFA, FRM Portfolio Manager of Advisers

Mr. Chong will be a portfolio manager of the Fund beginning in October 2019. He joined Franklin Templeton in 2008.

David Yuen, CFA, FRM Portfolio Manager of Advisers

Mr. Yuen will be a portfolio manager of the Fund beginning in October 2019. He joined Franklin Templeton in 2000.

Dr. Desai, Ms. O'Connor, Mr. Chong and Mr. Yuen will be jointly and primarily responsible for the day-to-day management of the Fund. Each manager will have equal authority over all aspects of the Fund's investment portfolio, including, but not limited to, purchases and sales of individual securities, portfolio risk assessment, and the management of daily cash balances in accordance with anticipated investment management requirements. The degree to which each portfolio manager may perform these functions, and the nature of these functions, may change from time to time.

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Please keep this supplement with your prospectus for future reference.