



Northern Oregon Corrections
Gilliam – Hood River – Sherman – Wasco
201 Webber Street, The Dalles, OR 97058

NORCOR Board Meeting November 19, 2020; 10am-Noon

NORCOR is taking steps to limit exposure to and prevent the spread of COVID-19, as such this meeting will be held in a hybrid platform. To view and participate in the live meeting you must access the link on the Website to join the meeting. Once you “join” the meeting you will be able to view and listen to the meeting. <https://wascocounty-org.zoom.us/j/89458682806> There is an option to listen to the meeting by calling in. 1-669-900-9128 PIN 89458682806#

Agenda

1.0 Call to Order

1.1 Additions or Deletions

1.2 Consent Agenda: (Items of routine nature: documents previously discussed, and reports provided to the Board for review purposes – not all items require a vote, but acceptance of the packet)

1.2.1 [Draft Minutes October 15, 2020](#)

1.2.2 [Adult Lobby Reopening Plan](#)

1.2.3 [Hood River CARES Sub-Grant](#)

1.2.4 [Financial Statement](#)

2.0 **Public Comment** – **Limited to 15 minutes**: The Board is committed to the public process and will consider all public testimony seriously. The Board will accept written public comment for the regular Board meeting. Please send written comments to inquires@norcor.co with the subject line labeled “Public Comment”. All written public testimony received prior to November 18, 2020 by 5pm will be provided to the Board members before the meeting.

If you would like to present to the Board please register using inquires@norcor.co by 9am November 19, 2020. Verbal testimony will be accepted during the meeting. Please limit testimony to 3 minutes.

3.0 Business Update – Action Items

3.1 [Contract for Kitchen Make Up Area – Staff Recommendation](#)

3.1.1 **Resolution to reduce contingency and increase Capital Outlay**

3.2 [Mental Health Services](#)

4.0 Administrative Updates

4.1 Management Team

4.2 Updates from Board Members

4.3 Juvenile Director’s Oversight Committee

4.4 Sheriff’s Advisory Committee

5.0 **Executive Session**: Executive Session in accordance with **ORS 192.660(2)(h) – Conferring with Legal Counsel regarding litigation (Information only)**

NOTE: The Agenda is subject to last minute changes; times are approximate – please arrive early. Meetings are ADA accessible. For special accommodations please contact NORCOR in advance at, (541) 298-1576.



NORCOR CORRECTIONS FACILITIES

Wasco-Gilliam-Hood River-Sherman
201 Webber Street
The Dalles, OR 97058
541-298-1576
Fax 541-298-1082



NORCOR

Minutes of the NORCOR Board Meeting October 15th, 2020 10:00 a.m.

Preliminary Business: To support the Governor's Executive order for social distancing, the NORCOR Board meeting was held by video conference only.

Board Members: Bob Benton- Hood River County Commissioner, NORCOR Board Chair, Kathy Schwartz- Wasco County Commissioner, NORCOR Board Vice-Chair, Joe Dabulskis- Sherman County Judge, Sherrie Wilkins- Gilliam County Commissioner, Amber DeGrange- Sherman County Juvenile Director, Sheriff Lane Magill, NORCOR Board Secretary.

Oversight: Juvenile Director overseeing Detention Facility: Molly Rogers- Wasco County Youth Services Director; Sheriff overseeing Adult Corrections Facility- Brad Lohrey Sherman County Sheriff.

Also in attendance: Don Hull, Dan Lindhorst, Jeff Justesen, Joyce Orendorff, Scott Hege, Dale Whipple, Bill Boyden, Rebecca Beitel, Robbie Johnson, Les Roark, Tyler Stone, Andy Smith, Kayla Nelson, Connie Krummrich, Tawnya Williams, Steve Mounts, Larry Hocter.

1.0 Meeting called to order by Bob Benton

1.1 Quorum determined.

1.2 There were no additions or deletions to the agenda.

1.3 Consent Agenda:

1.3.1 Kathy Schwartz pointed out that an adjustment needed to be made to the September 17, 2020 meeting minutes. The contract with ICE ended September 30th, 2020. Kathy Schwartz made a motion to accept the consent agenda with the date correction to September 17, 2020 minutes. Motion seconded by Sherrie Wilkins. All were in favor. The motion passed.

1.3.2 Cares Act Contracts: Included in content agenda motion.

1.3.3 FEMA Payment Authorization: Included in consent agenda motion.

2.0 Public comment: Bob Benton shared that in future Board Meetings, public comment will be submitted in writing, or if they wish to speak during the meeting, they can notify the Board ahead of time. There was no public testimony given.

3.0 Structure and discussion of future Board Meetings- Board meetings will continue on a monthly basis and the Management teams will continue meeting weekly.

4.0 Administrative Updates:

4.1 Management Team-

4.1.1 Finance Dept. Update: Molly Rogers- Shared that the audit will be November 5th and 6th, 2020. New Interim Finance Manager Dale Whipple was introduced.

4.1.2 COVID-19: Adult Facility: Sheriff Lohrey reported that at the Adult Facility, there have been no positive COVID-19 tests. Medical is working with the Health Department to coordinate flu shots for Adults in Custody. Program classes have begun again on the adult side. A check was received from SAIF for the amount of \$13,635.00.

COVID-19: Juvenile Facility: Molly Rogers reported Zero Covid-19 at the Juvenile Facility. Juvenile continues to work closely with the school district to maintain the classroom instruction. The Juvenile Facility will be coordinating with the Health Department for flu shots for the youth.



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4.2 Updates from Board members: No comments.

4.3 Juvenile Director’s Advisory Committee: Amber DeGrange agreed that the Mental Health conditions in our facilities is something that should be taken back to our public safety councils. The Juvenile Directors continue to meet. NORCOR received a Youth Development Council grant in the amount of \$6000.00 which helped with supplemental supports for education and programming.

4.4 Sheriff’s Advisory Committee: Sheriff Magill shared that at the Sheriff’s Advisory Committee, there is a great concern for the facilities ability to meet mental health circumstances. He reported that over 1/3 custodies have serious persistent mental illness. The Sheriff’s Advisory Committee requests that the NORCOR Management Team review what it would cost to employ an additional Mental Health Clinician or at least a part time clinician and report back to the Board at the next Board Meeting. The previous “Work Release” location in the Adult Facility is now being used for short term Parole & Probation holds for the four counties.

The next NORCOR video Board meeting will be November 19th, 2020 at 10am.

Meeting adjourned

Date

Bob Benton, NORCOR Board Chair

Date

Rebecca Beitel, NORCOR

Respectfully submitted,
Rebecca Beitel
NORCOR



NORCOR ADULT FACILITY PROPOSED PLAN FOR LOBBY REOPENING



The following is a proposed plan for reopening the NORCOR Adult Facility lobby. This proposal was created with the health and well-being of our staff, the AIC's and our community in mind. These guidelines are based on the direction of our medical department, local health officials and the CDC. We continue to monitor those guidelines and we understand that all safety and sanitation protocols and requirements may change at any time depending on our local health officials and the CDC.

Hours of Operation:

The lobby may only be open limited hours each week in the beginning.

An example: Open hours Monday – Friday 8am-Noon.

The Management Team can assess the public hours weekly to determine expanding or decreasing these times based on the ever-changing Covid risk in the community and in the facility.

Masks & Facial Coverings:

Masks or facial coverings are required for all lobby visitors.

Instructions/Signage for the Public:

Full instructional posters will be placed on the outer and inner lobby doors in English & Spanish. Signs will outline the following:

- ♣ Mask requirement
- ♣ Maximum capacity in the lobby
- ♣ Social distancing parameters

Maximum Occupancy & Accessibility:

Only FOUR people will be permitted in the lobby at any given time. The number of lobby visitors will be monitored by staff.

Restrictions:

If a member of our staff observes any visible signs of illness or if someone refuses to comply with the mask/face covering requirement, we reserve the right to ask them to leave the lobby.

Social Distancing:

Only 4 chairs will be available in the lobby. One at the only active visitation station and three others spaced 6-10 feet apart for viewing video court or awaiting assistance.

Only one visitation station will be available due to the close proximity of the stations in the lobby, one will be wrapped and disabled to prevent usage, the chair for that station will be removed.



NORCOR ADULT FACILITY PROPOSED PLAN FOR LOBBY REOPENING



A clear path of social distancing floor markers will be laid out per social required parameters at the kiosk and at the lobby window.

Sanitation:

Interior & exterior door handles, chairs, visitation station, lobby kiosk, lockers, counter and any areas that experience frequent contact will be sanitized regularly between visitors and will be sanitized nightly after the lobby is closed. The attorney booths will continue to be sanitized between agency/attorney visits and at night after the lobby is closed.

Public Restrooms:

The management team will need to decide if our restroom will be open to the public. If open to the public, the lobby restroom will need to be sterilized multiple times daily, and frequency of sterilization will need to be determined depending on use.

DRAFT

SUBGRANT AGREEMENT

This Subgrant Agreement (“this Agreement”) is entered into between Hood River County, a home rule county and political subdivision of the State of Oregon (hereinafter “County”) and Northern Oregon Regional Corrections, an intergovernmental corrections entity pursuant to ORS 190.265 (hereinafter “NORCOR” or “Subgrantee”).

RECITALS

1. WHEREAS, County has received an allocation from the Coronavirus Relief Fund (“CRF”) established under Title V, Section 5001 of the Coronavirus Aid, Relief, and Economic Security (“CARES”) Act to pay costs and expenses attributable to the COVID-19 pandemic; and
2. WHEREAS, pursuant to its agreement with the State of Oregon, County may use CARES Act funding for losses, costs and expenses attributable to the COVID-19 pandemic, except for lost revenue, which are necessary expenditures incurred due to the public health emergency incurred between March 1, 2020 and December 31, 2020; and
3. WHEREAS, NORCOR has requested distribution of \$20,000 of County’s CRF funds as a subrecipient under the CARES Act to cover expenses already incurred or to be incurred in the form of unbudgeted necessary expenses due to the COVID-19 public health emergency; and
4. WHEREAS, on October 6, 2020, the Hood River County Board of Commissioners approved NORCOR’s request, subject to the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, the premises being in general as stated in the foregoing recitals and in consideration of the terms, conditions and covenants set forth below, the parties agree as follows:

Article 1 COUNTY OBLIGATIONS

1.1 County shall distribute a total of \$20,000 of its CRF funds to NORCOR pursuant to this Subgrant Agreement by check within ten calendar days of execution of this Agreement for the eligible expenses as set forth in Exhibit A.

1.2 County shall comply with all applicable state and federal laws and regulations, including, without limitation, requirements regarding the use of grant funds under the CARES Act that are in effect as of the effective date of this Agreement and that may later be enacted or promulgated.

Article 2 SUBGRANTEE OBLIGATIONS

2.1. Subgrantee shall promptly provide any documentation requested by County in relation to the expenditure of CRF funds set forth herein.

2.2. Subgrantee shall make available to Hood River County Finance a final copy of all Subgrantee’s audits that cover any period during which CARES Act grant funds were expended.

2.3. Subgrantee shall adhere to any and all compliance requirements from the federal government regarding Federal grant funds, as well as any additional guidance or restrictions on the funds instituted by the County.

2.3. Subgrantee will ensure all expenditures covered by the CRF funds will be for eligible expenses that comply with the CARES Act.

2.4. Subgrantee understands and agrees that while a broad range of activities, services and programs may be authorized under the CARES Act, the County recommends Subgrantee only cover internal expenditures as allowed by the CARES Act. In any case, the Subgrantee agrees to cover only its own expenditures that may be eligible expenditures under the CARES Act with the CRF funds and may not distribute funds to any other subrecipient for any reason.

2.5. Subgrantee will ensure the monies provided from the CRF funds only and exclusively cover those expenditures and costs already incurred or to be incurred as set forth in Exhibit A and:

2.5.1. Are necessary expenditures incurred due to the public health emergency with respect to the COVID-19 within the meaning the CARES Act; and

2.5.2. Were not accounted for in the Subgrantee's most recently approved budgets as of March 27, 2020; and

2.5.3. Were incurred during the period that begins March 1, 2020 and ends on December 30, 2020.

2.6 Subgrantee will not use any of the CRF funds provided by the County as a revenue replacement for lower than expected revenue collections or for any other purpose not allowed by the CARES Act.

2.7. Subgrantee will ensure all use of the CRF funds will adhere to official federal guidance issued or to be issued on what constitutes a necessary expenditure. Subgrantee will review the guidance established by the U.S. Department of Treasury and will warrant that all expenditures have met the required guidance.

2.8. Subgrantee will not use the CRF funds for expenditures for which the Subgrantee has already received any other emergency COVID-19 supplemental funding for the same expenditure.

2.9. In the event Subgrantee uses the CRF funds to reimburse expenditures for a qualifying expense and subsequently receives or becomes eligible for additional emergency COVID-19 supplemental funding to reimburse the Subgrantee for the same qualified expended CRF funded expense, the Subgrantee will return the funds to the County, an amount equal to the CRF funds used to cover for the same program or expense within thirty (30) days of receipt of or eligibility verification of, whichever is first, the additional supplemental funds.

2.10. Subgrantee will retain all necessary documentation of all uses of the CRF funds including but not limited to invoices and receipts in a manner consistent with §200.333 Retention requirements for records of 2 CFR 2 Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Such documentation shall be produced to the County upon request and may be subject to audit by the County or County's authorized agent.

2.11. Subgrantee will comply with all terms in Attachment R, Federal Grant Funds, 2

CFR Part 200, Appendix II.

Article 3 GENERAL PROVISIONS

3.1 LAWS OF OREGON

The parties shall comply with all applicable laws and regulations regarding the handling and expenditure of public funds. This Agreement shall be construed and enforced in accordance with the laws of the State of Oregon.

3.2 DEFAULT

Time is of the essence in the performance of the Agreement. Either party shall be deemed to be in default if it fails to comply with any provisions of this Agreement. The non-defaulting party shall provide the other party with written notice of default and allow thirty (30) days within which to cure the defect.

3.3 INDEMNIFICATION

This Agreement is for the benefit of the parties only. Subgrantee agrees to indemnify and hold harmless the County, and its elected officials, directors, officers, employees, and agents, from and against all claims, demands and causes of actions and suits of any kind or nature for personal injury, death or damage to property on account of or arising out of services performed, the omissions of services or in any way resulting from the negligent or wrongful acts or omissions of the indemnifying party and its officers, employees and agents. To the extent applicable, the above indemnification is subject to and shall not exceed the limits of liability of the Oregon Tort Claims Act (ORS 30.260 through 30.300). Subgrantee shall give County immediate written notice of any action or suit filed or any claim made against the County that may result in litigation in any way related to this Agreement. County retains the right, in its discretion, to defend any action with Counsel of this choosing.

3.4 INSURANCE

Subgrantee shall maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.269 through 30.274.

3.5 MODIFICATION OF AGREEMENT

No waiver, consent, modification or change of terms of this Agreement shall be binding unless in writing and signed by both Parties. The Parties agree that this Agreement may require modification as additional guidance becomes available.

3.6 DISBURSEMENTS REMAIN SUBJECT TO RECOVERY

All disbursements and payments under this Agreement, remain subject to recovery from Subgrantee in accordance with the following:

- i. Notice of Underexpenditure, Overexpenditure, or Misexpenditure. If County finds there has been an underexpenditure, overexpenditure or misexpenditure of moneys disbursed under this Agreement,

County shall provide Subgrantee with written notice thereof, with a detailed spreadsheet providing supporting data of an underexpenditure, overexpenditure or misexpenditure, and County and Subgrantee shall engage in the process described in the Recovery of Underexpenditure, Overexpenditure or Misexpenditure section below.

ii. Recovery of Underexpenditure, Overexpenditure or Misexpenditure.

(a) Subgrantee's Response. Subgrantee shall have 90 calendar days from the effective date of the notice of underexpenditure, overexpenditure or misexpenditure or from the date of receipt of the notice, whichever is later, to pay County in full or notify County that it wishes to engage in the appeals process set forth in the Appeals Process section below. If Subgrantee fails to respond within that 90 calendar-day time period, Subgrantee shall promptly pay the noticed underexpenditure, overexpenditure or misexpenditure.

(b) Appeals Process. Upon receipt of the final notice, if Subgrantee notifies County that it wishes to engage in the Appeals Process, Subgrantee and County shall engage in non-binding discussions to give the Subgrantee an opportunity to present reasons why it believes that there was no underexpenditure, overexpenditure or misexpenditure, or that the amount of the underexpenditure, overexpenditure or misexpenditure was different than the amount identified by County, and to give County the opportunity to reconsider its notice. Subgrantee and County may negotiate an appropriate apportionment of responsibility for the repayment of an underexpenditure, overexpenditure or misexpenditure. At Subgrantee request, County will meet and negotiate with Subgrantee in good faith concerning appropriate apportionment of responsibility for repayment of an underexpenditure, overexpenditure or misexpenditure. In determining an appropriate apportionment of responsibility, Subgrantee and County 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 County and Subgrantee reach agreement on the amount owed to County, Subgrantee shall promptly repay that amount to County by issuing payment to County. If County and Subgrantee are unable to agree to whether there has been an underexpenditure, overexpenditure or misexpenditure or as to the amount owed, the parties may agree to consider further appropriate dispute resolution processes, including mediation and arbitration.

3.7 DISPUTE RESOLUTION

The Parties shall attempt to informally resolve any dispute concerning any Party's performance or decisions under this Agreement, or regarding the terms, conditions or meaning of this Agreement. A neutral third party may be used if the parties agree to facilitate these negotiations. In the event of an impasse in the resolution of any dispute, the issue shall be submitted to the governing bodies of both parties for a recommendation or resolution.

3.8 REMEDIES

Subject to the provisions in paragraph 3.6 and 3.7, any Party may institute legal action to cure, correct or remedy any default, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation of this Agreement. All legal actions shall be initiated in Hood River County Circuit Court. The Parties, by signature of their authorized representatives below, consent to the personal jurisdiction of that court.

3.9 EXCUSED PERFORMANCE

In addition to the specific provisions of this Agreement, performance by any party shall not be in default where delay or default is due to war, insurrection, strikes, walkouts, riots, floods, drought, earthquakes, fires, casualties, acts of GOD, governmental restrictions imposed on or mandated by governmental entities other than the parties, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulation, litigation or similar bases for excused performance that are not within the reasonable control to the party to be excused.

3.10 SEVERABILITY

If any one or more of the provisions contained in this Agreement is invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of the Agreement will not be affected or impaired in any way.

3.11 INTEGRATION

This Agreement is the entire agreement of the parties on its subject and supersedes any prior discussions or agreements regarding the same subject.

3.12 NOTICES

Notices required by this Agreement shall be in writing and mailed by first class mail. Until otherwise notified in writing, notices shall be directed to the following representatives:

Hood River County
Attn: Jeff Hecksel, Administrator
601 State Street
Hood River, OR 97031
Phone: 541-386-6827
Email: jeff.hecksel@co.hood-river.or.us

NORCOR:
Attn: Dan Lindhorst
201 Webber Street
The Dalles, OR 97058
Phone: 541-298-1576
Email: Dlind@norc.co

Article 4 TERM OF AGREEMENT and SURVIVAL

4.1 This Agreement becomes effective on the last date signed below and shall terminate on December 30th, 2020, unless extended by mutual written consent of the Parties.

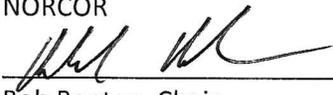
4.2 Subgrantee Obligations 2.9, 2.10 and 2.11 and General Provisions 3.3, 3.6 and 3.8 shall survive termination or expiration of this Agreement.

HOOD RIVER COUNTY

Jeff Hecksel, Administrator

Date: _____

NORCOR



Bob Benton, Chair

Dated: 11/11/2020

EXHIBIT A
(Expense Work Sheet)

Period Expenses Incurred: _____

Eligible Expenditures	Costs Incurred
I. Medical Expenses: A. <u>Public hospitals, clinics, and similar facilities</u> B. <u>Temporary public medical facilities</u> C. <u>COVID-19 testing, including serological testing</u> D. <u>Emergency medical response expenses</u> E. <u>Telemedicine capabilities</u>	
II. Public Health Expenses A. <u>Communication and enforcement</u> B. <u>Medical and protective supplies</u> C. <u>Disinfecting public areas and other facilities</u> D. <u>Technical assistance on COVID-19 threat mitigation</u> E. <u>Public Safety Measures</u> F. <u>Care for homeless population</u>	
III. Payroll expenses for employees dedicated to COVID-19	
IV. Public Heal Measures A. <u>Food Delivery Services</u> B. <u>Distance Learning, including technology improvements</u> C. <u>Paid Sick and paid family and medical leave in COVID-19 compliance</u> D. <u>Maintenance of county jail, sanitation and social distance measures</u>	
V. Other COVID-19 Expenses A. _____ B. _____ C. _____ D. _____	
Total Current Request for COVID-19 Funding	

ATTACHMENT R

COVID-19 RESPONSE

Required for all Agreements that are funded in whole or in part by Federal Grant Funds Clauses

required in non-Federal entity's contracts

Source: 2 CFR Part 200, Appendix II

- I. **Recipient shall comply with all applicable provisions below.**
- (A) ***Administrative, contractual, or legal remedies*** are addressed in the Intergovernmental Agreement (Term 3.3, 3.4 and 5.1) as well as any other applicable provisions in the Agreement and Attachments
 - (B) ***Termination provisions*** are addressed in the Intergovernmental Agreement (Term 5.1) as well as any other applicable provisions in the Agreement and Attachments
 - (C) ***Equal Employment Opportunity***. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
 - (D) ***Davis-Bacon Act, as amended (40 U.S.C. 3141-3148)***. If required by the federal funding source and if this Agreement is a prime construction contract in excess of \$2,000, Recipient shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5 “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). If this section applies, Recipient must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Recipient must pay wages not less than once a week. If applicable, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation. The decision to award a Contract is conditioned upon the acceptance of the wage determination. If

applicable, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation. If applicable, Recipient must accept the wage determination. If applicable, County will report all suspected or reported violations by Recipient to the Federal awarding agency. If applicable, Recipient must comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Government Entities and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Recipient is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. If applicable, County will report all suspected or reported violations by Recipient to the Federal awarding agency.

- (E) **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** If the amount of this contract exceeds \$100,000 and involves the employment of mechanics or laborers Recipient shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, if applicable, Recipient shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (F) **Rights to Inventions Made Under a Contract or Agreement.** If the funding for this Contract meets the definition of "funding agreement" under 37 CFR 401.2(a) and Contract is a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under this Agreement, Recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the federal awarding agency.
- (G) **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387).** If the amount of this contract exceeds \$150,000 Recipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations shall be reported to the Federal awarding agency and

the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689).

Government Entity Certification Regarding Debarment, Suspension, Proposed Debarment and other Responsibility Matters. The Government Entity certifies to the best of its knowledge and belief that neither it nor any of its principals:

15.1 Are presently debarred, suspended, proposed for debarment, or declared ineligible from submitting bids or proposals by any federal, state or local entity, department or agency;

15.2 Have within a three-year period preceding this offer, been convicted or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performance of a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, tax evasion, or receiving stolen property;

15.3 Are presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 15.2 of this certification;

15.4 Have within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, state or local public agency.

15.5 Are on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at:
<http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>

15.6 Are out of compliance with the tax laws of Oregon and all tax laws of political subdivisions of the State of Oregon, including, but not limited to, ORS 305.620 and ORS chapters 316, 317 and 318. Washington County may terminate the contract if Government Entity fails to comply with any tax laws during the term of the contract.

- (I) **2 CFR Section 200.322 Procurement of recovered materials.** Government Entity must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative

procurement program for procurement of recovered materials identified in the EPA guidelines.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) By signing this Agreement, the Recipient certifies, to the best of the Recipient's knowledge and belief that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of Recipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- c. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
- d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- e. No part of any federal funds paid to Recipient under this Agreement shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.
- f. No part of any federal funds paid to Recipient under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such

recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive Order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

- g. The prohibitions in subsections 5 and 6 of this section shall include any activity increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- h. No part of any federal funds paid to Recipient under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

II. FEMA Required Language:

- (A) To be eligible for FEMA assistance under the County's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or construction change must be allowable, allocable, within the scope of the County's grant or cooperative agreement, and for the completion of project scope. All changes to this Agreement to alter the method, price or schedule of work must be approved by written amendment to this Agreement signed by both parties.
- (B) Access to Records: In addition to any other term or condition regarding access to records in this Agreement, Government Entity agrees to provide the FEMA administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Government Entity which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcripts. The Government Entity agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Government Entity agrees to provide the FEMA Administrator or his/her authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.
- (C) Government Entity shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

- (D) Government Entity acknowledges that FEMA financial assistance will be used to fund this Agreement only and can be used for no other purposes. Government Entity will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- (E) The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the County, Government Entity, or any other party pertaining to any matter resulting from this Agreement.
- (F) Government Entity acknowledges that 31 USC Chapter 38 (Administrative Remedies for False Claims and Statements) applies to Government Entity's actions pertaining to this Agreement.

III. **HIPAA Compliance.** If the work performed under this Contract is covered by the Health Insurance Portability and Accountability Act or the federal regulations implementing the Act (collectively referred to as HIPAA), Government Entity agrees to perform the work in compliance with HIPAA.

NORTHERN OREGON CORRECTIONS
 FUND SUMMARY BY DEPARTMENT
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2020

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>ADMINISTRATION DEPARTMENT</u>					
<u>REVENUE</u>					
ADMIN REIMBURSEMENTS	.00	.00	828,840.00	828,840.00	.0
PROPERTY TAXES	1,308.05	1,308.05	6,000.00	4,691.95	21.8
RENTAL REVENUES	174,135.06	174,135.06	687,412.00	513,276.94	25.3
OTHER REVENUES	1,019.38	1,019.38	4,050.00	3,030.62	25.2
TOTAL ADMINISTRATION DEPARTMENT REVENUE	176,462.49	176,462.49	1,526,302.00	1,349,839.51	11.6
<u>EXPENSES</u>					
<u>PERSONNEL SERVICES</u>					
SLAARY & WAGES	163,095.61	163,095.61	629,262.00	466,166.39	25.9
PAYROLL TAXES	12,205.23	12,205.23	48,162.00	35,956.77	25.3
BENEFITS	55,260.60	55,260.60	233,371.00	178,110.40	23.7
TOTAL PERSONNEL SERVICES	230,561.44	230,561.44	910,795.00	680,233.56	25.3
<u>MATERIALS & SERVICES</u>					
ADMINISTRATIVE	262,770.39	262,770.39	416,117.00	153,346.61	63.2
KITCHEN	315.65	315.65	6,400.00	6,084.35	4.9
MAINTENANCE	834.76	834.76	17,750.00	16,915.24	4.7
CONTRACTED SERVICES	30,139.99	30,139.99	76,400.00	46,260.01	39.5
TOTAL MATERIALS & SERVICES	294,060.79	294,060.79	516,667.00	222,606.21	56.9
<u>CAPITAL OUTLAY</u>					
CAPITAL OUTLAY	.00	.00	98,840.00	98,840.00	.0
TOTAL CAPITAL OUTLAY	.00	.00	98,840.00	98,840.00	.0
TOTAL ADMINISTRATION DEPARTMENT EXPENSES	524,622.23	524,622.23	1,526,302.00	1,001,679.77	34.4
NET ADMINISTRATION DEPARTMENT	(348,159.74)	(348,159.74)	.00	348,159.74	.0
<u>ADULT CORRECTIONS DEPARTMENT</u>					
<u>REVENUE</u>					
COUNTY SUBSIDIES	852,762.02	852,762.02	3,411,048.00	2,558,285.98	25.0
CONTRACT REVENUES	487,201.46	487,201.46	1,760,040.00	1,272,838.54	27.7
REIMBURSEMENTS	10,808.86	10,808.86	130,000.00	119,191.14	8.3
OTHER REVENUES	90,877.60	90,877.60	225,500.00	134,622.40	40.3
TOTAL ADULT CORRECTIONS DEPARTMENT REVENUE	1,441,649.94	1,441,649.94	5,526,588.00	4,084,938.06	26.1

NORTHERN OREGON CORRECTIONS
 FUND SUMMARY BY DEPARTMENT
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2020

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>EXPENSES</u>					
<u>PERSONNEL SERVICES</u>					
SALARY & WAGES	609,036.71	609,036.71	2,352,445.00	1,743,408.29	25.9
PAYROLL TAXES	44,584.28	44,584.28	179,637.00	135,052.72	24.8
BENEFITS	324,155.88	324,155.88	1,137,410.00	813,254.12	28.5
TOTAL PERSONNEL SERVICES	977,776.87	977,776.87	3,669,492.00	2,691,715.13	26.7
<u>MATERIALS & SERVICES</u>					
ADMINISTRATIVE	45,842.37	45,842.37	1,017,516.00	971,673.63	4.5
IONFORMATION TECHNOLOGY	21,224.89	21,224.89	22,700.00	1,475.11	93.5
ADULT/JUVENILE SUPPLIES	15,221.12	15,221.12	81,100.00	65,878.88	18.8
MAINTENANCE	7,435.91	7,435.91	25,950.00	18,514.09	28.7
MEDICAL	21,658.99	21,658.99	211,500.00	189,841.01	10.2
MENTAL HEALTH/PROGRAMS	318.11	318.11	9,895.00	9,576.89	3.2
STAFF SUPPORT	7,798.49	7,798.49	52,000.00	44,201.51	15.0
CONTRACTED SERVICES	57,406.42	57,406.42	338,600.00	281,193.58	17.0
TOTAL MATERIALS & SERVICES	176,906.30	176,906.30	1,759,261.00	1,582,354.70	10.1
<u>CAPITAL OUTLAY</u>					
CAPITAL OUTLAY	15,000.00	15,000.00	63,000.00	48,000.00	23.8
TOTAL CAPITAL OUTLAY	15,000.00	15,000.00	63,000.00	48,000.00	23.8
<u>TRANSFERS OUT</u>					
TRANSFERS OUT	.00	.00	100,000.00	100,000.00	.0
TOTAL TRANSFERS OUT	.00	.00	100,000.00	100,000.00	.0
<u>CONTINGENCY</u>					
CONTINGENCY	.00	.00	150,000.00	150,000.00	.0
TOTAL CONTINGENCY	.00	.00	150,000.00	150,000.00	.0
<u>UAPPROPRIATED/RESERVES</u>					
UNAPPROPRIATED/ RESERVES	.00	.00	375,867.00	375,867.00	.0
TOTAL UAPPROPRIATED/RESERVES	.00	.00	375,867.00	375,867.00	.0

NORTHERN OREGON CORRECTIONS
 FUND SUMMARY BY DEPARTMENT
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2020

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
TOTAL ADULT CORRECTIONS DEPARTMENT EXPENSE	1,169,683.17	1,169,683.17	6,117,620.00	4,947,936.83	19.1
NET ADULT CORRECTIONS DEPARTMENT	271,966.77	271,966.77	(591,032.00)	(862,998.77)	46.0
<u>JUVENILE DETENTION DEPARTMENT</u>					
<u>REVENUE</u>					
COUNTY SUBSIDIES	241,447.75	241,447.75	965,791.00	724,343.25	25.0
CONTRACT REVENUES	131,170.50	131,170.50	667,950.00	536,779.50	19.6
REIMBURSEMENTS	3,302.24	3,302.24	11,000.00	7,697.76	30.0
OTHER REVENUES	6,099.84	6,099.84	51,500.00	45,400.16	11.8
TOTAL JUVENILE DETENTION DEPARTMENT REVENUE	382,020.33	382,020.33	1,696,241.00	1,314,220.67	22.5
<u>EXPENSES</u>					
<u>PERSONNEL SERVICES</u>					
SALARY & WAGES	265,416.68	265,416.68	1,027,290.00	761,873.32	25.8
PAYROLL TAXES	19,792.91	19,792.91	74,384.00	54,591.09	26.6
BENEFITS	111,502.68	111,502.68	435,025.00	323,522.32	25.6
TOTAL PERSONNEL SERVICES	396,712.27	396,712.27	1,536,699.00	1,139,986.73	25.8
<u>MATERIALS & SERVICES</u>					
ADMINISTRATIVE	13,464.07	13,464.07	148,474.00	135,009.93	9.1
INFORMATION TECHNOLOGY	156.93	156.93	2,000.00	1,843.07	7.9
ADULT/JUVENILE SUPPLIES	3,413.93	3,413.93	11,050.00	7,636.07	30.9
MAINTENANCE	1,803.45	1,803.45	8,450.00	6,646.55	21.3
MEDICAL	5,430.01	5,430.01	4,730.00	(700.01)	114.8
MENTAL HEALTH/PROGRAMS	2,647.73	2,647.73	2,700.00	52.27	98.1
STAFF SUPPORT	1,790.79	1,790.79	6,000.00	4,209.21	29.9
CONTRACT SERVICES	11,470.69	11,470.69	53,760.00	42,289.31	21.3
TOTAL MATERIALS & SERVICES	40,177.60	40,177.60	237,164.00	196,986.40	16.9
<u>CAPITAL OUTLAY</u>					
CAPITAL OUTLAY	.00	.00	10,000.00	10,000.00	.0
TOTAL CAPITAL OUTLAY	.00	.00	10,000.00	10,000.00	.0
<u>CONTINGENCY</u>					
CONTINGENCY	.00	.00	31,846.00	31,846.00	.0
TOTAL CONTINGENCY	.00	.00	31,846.00	31,846.00	.0

NORTHERN OREGON CORRECTIONS
 FUND SUMMARY BY DEPARTMENT
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2020

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
TOTAL JUVENILE DETENTION DEPARTMENT EXPENSE	436,889.87	436,889.87	1,815,709.00	1,378,819.13	24.1
NET JUVENILE DETENTION DEPARTMENT	(54,869.54)	(54,869.54)	(119,468.00)	(64,598.46)	(45.9)
<u>NON-DEPARTMENTAL</u>					
<u>REVENUE</u>					
BEGINNING FUND BALANCE	.00	.00	(700,000.00)	(700,000.00)	.0
TOTAL NON-DEPARTMENTAL REVENUE	.00	.00	(700,000.00)	(700,000.00)	.0
<u>EXPENSES</u>					
TOTAL NON-DEPARTMENTAL EXPENSES	.00	.00	.00	.00	.0
NET NON-DEPARTMENTAL	.00	.00	(700,000.00)	(700,000.00)	.0
NET GENERAL FUND	(131,062.51)	(131,062.51)	(1,410,500.00)	(1,279,437.49)	(9.3)

November 5, 2020

TO: The Board of Directors, NORCOR Corrections Facilities

FROM: Teresa Hepker, PO Box 983, The Dalles, OR 97058

I have been involved over the last several years, with others in our community, asking you to end the housing of ICE detainees at NORCOR. We are pleased that NORCOR has ended that practice, and want to commend jail staff and the members of the Board for your openness and willingness to listen to the community .

However, I am concerned that the paperwork has not caught up with the intent. Let me explain.

1. ICE detainees were housed at NORCOR under contract with the United States Marshals Services, dated Feb. 1, 2020. On page 1, the contract lists ICE as an "other authorized agency user."

On page 12, the terms of this contract state, "For all modifications except for full or partial terminations, either party may initiate a request for modification to this Agreement in writing. All modifications negotiated will be effective only upon written approval of both parties."

2. The NORCOR Board Minutes of August 20, 2020 record the following discussion:
"Chair Benton made a motion for NORCOR to end the Immigration and Custom Enforcement (ICE) rider on the US Marshal's contract, and to end the contract with ICE for juvenile detention.

"Commissioner Wilkins seconded the motion. Following discussion the motion passed unanimously. Chair Benton directed the Management Team to work closely with NORCOR legal counsel to notify and end the agreements as quickly as possible within the legal parameters."

3. The letter of August 25, 2020 sent by Chair Bob Benton on behalf of the NORCOR Board, was addressed to the Portland office of ICE / Enforcement and Removal Operations. The letter stated, "We are using the option of giving you our 30 day notification to terminate our contract with your agency effective September 30, 2020."

As a concerned lay person, there are contradictions in the record which I find troubling. The board's letter says "terminate our contract" while the contract itself says only modifications to the agreement are permitted with 30 days notice. Full or partial terminations seem to require renegotiation.

It appears to me that the board's intent was to modify the contract currently in force, and to continue housing Federal detainees other than ICE. If indeed that is the case, I suggest that the Board clarify this by sending another letter, addressed to the issuing federal agency as listed on the contract, requesting a modification to remove ICE as an authorized agency user, and the modified contract provided to NORCOR. This will confirm to the community that the practice has ended, and no longer a bone of contention.

As a footnote, on Nov. 30 I watched the Appeals Court oral arguments in the lawsuit, NORCOR vs Stovall et al. In my opinion, your attorney Mr. Christ appears to believe the contract to house ICE detainees is still in force. In any case, we would like any confusions about this issue to be laid to rest.

Sincerely
Teresa Hepker
Wasco County Resident



NORCOR

CORRECTIONS FACILITIES

Wasco-Gilliam-Hood River-Sherman
201 Webber Street
The Dalles, OR 97058
541-298-1576

Date: October 28, 2020
From: NORCOR Management Team
To: NORCOR Board
Regarding: Quotes for the Kitchen Make-Up Air Unit

On July 27, 2020 the Management team publicized a Request for Quotes to replace the Kitchen Make-Up Air Unit with a submission date of August 31, 2020.

On August 31, 2020 the Management Team had not received any quotes and had only received some interest from one local business that stated they did not believe they had the capacity to do the job.

We agreed to extend the time for requests to September 31, 2020 and publicized through the Public Directory to find companies in the surrounding area to submit proposals.

We received only three quotes from this solicitation. One of the quotes did not provide information and detailed costs as directed. The other two quotes were detailed and complete.

The Management team submits for the Boards consideration the lowest of the remaining bids, American Heating at a price of \$92,315. This bid is \$67,315 above what had been budgeted in the current fiscal year based on the best information we had at that time. We are asking that the Board approve this bid and would approve the use of contingency funds from the Adult and Juvenile Departments be used to cover the unbudgeted amounts.



NORCOR

CORRECTIONS FACILITIES

Wasco-Gilliam-Hood River-Sherman
201 Webber Street
The Dalles, OR 97058
541-298-1576
Fax 541-298-1082

FY 20/21 RESOLUTION

NORTHERN OREGON CORRECTIONS

RESOLUTION AND ORDER

NUMBER 20/21-2

WHEREAS, Northern Oregon Corrections (NORCOR), an intergovernmental agency formed under the authority of Oregon Revised Statutes, Chapter 190, consisting of the four (4) counties of Gilliam, Hood River, Sherman, and Wasco.

WHEREAS, NORCOR finds it necessary to fund the Administration-Major Equipment Replacement line for the replacement of the Kitchen Make-up Air Unit.

WHEREAS, NORCOR requested and received quotes that were in excess of the budget authority in the amount of \$67,315.00.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the following transfers are made to the 2020-2021 NORCOR General Fund:

Fund	Description		
10.4120.400	Transfer to Administration – Adult	Increase	\$60,583.50
10.4140.903	Operating Contingency – Adult	Decrease	\$60,583.50
10.4520.400	Transfer to Administration – Juvenile	Increase	\$ 6,731.50
10.4540.926	Operating Contingency – Juvenile	Decrease	\$ 6.731.50
10.3200.150	Transfer from Adult Shared Serv.	Increase	\$60,583.50
10.3200.151	Transfer from Juvenile Shared Serv.	Increase	\$ 6,731.50
10.4230.807	Major Equipment Replacement	Increase	\$67,315.00

ADOPTED by the Board of Directors at their regular meeting on November 15th 2020

PASSED AND ADOPTED this 15th day of November, 2020

Bob Benton, Chair
NORCOR Board of Directors



NORCOR

CORRECTIONS FACILITIES

Wasco-Gilliam-Hood River-Sherman
201 Webber Street
The Dalles, OR 97058
541-298-1576
Fax 541-298-1082



Date: October 29, 2020

To: NORCOR Board of Directors

From: NORCOR Management Team

RE: Mental Health Services at NORCOR

The NORCOR Management Team appreciates the opportunity to consider adding an additional Mental Health Clinician to provide additional services to NORCOR. However, after reviewing the following information the Management Team does not currently support this recommendation.

During this fiscal year we have overcome several unforeseen costs that impact the budget. There are two unanticipated expenses that are mandated for NORCOR. Each of these expenses are higher than anticipated in the budget. 1) The cost of the Kitchen Make-Up Air Unit, and 2) Payroll adjustments. There is an explanation and resolution before the NORCOR Board on November 19, 2020 for the Kitchen Make-up Air Unit.

The Management Team assessed the budget impact and based on a conservative estimate a full-time position with single benefits. To fill a 1.0 FTE, the salary for the remaining fiscal year is \$39,000. The salary plus benefits is conservatively estimated to be \$55,500 outside the current budget authority and will require the Board to transfer authority from the Operating Contingency.

Last fiscal year NORCOR advertised for over 9 months for an additional mental health clinician. During the recruitment we did not receive any qualified applicants. The Management Team attempted to recruit in many different venues. Oregon continues to experience a workforce shortage of mental health professionals, and working in a jail and detention facility is even more challenging to recruit.

NORCOR currently exceeds Oregon Jail Standards with one (1) FTE Mental Health Clinician, one (1) FTE Program Coordinator, ten (10) hours a day of nursing, and access to a psychiatric nurse practitioner. NORCOR also has a dedicated block that can house and manage adults in custody with mental health concerns. However, the local correctional facility should not be considered as an alternative for a licensed and professional mental health facility.

The Management Team supports our communities as we continue to work for solutions for our most vulnerable and at risk population.

Respectfully submitted