# AGENDA ITEM BRIEFING

Gilliam County Court

TODAY'S DATE: August 10, 2020

MEETING DATE: August 19, 2020

FROM: Teresa Aldrich, Administrative Assistant

TITLE OF AGENDA ITEM (No acronyms please): Consent Agenda

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SUMMARY

4.1 Approval of August 5th Regular Meeting Minutes

4.2 Approval of USDA APHIS Wildlife Services Agreement. To provide professional wildlife management assistance to reduce or manage damage caused by nutria, coyotes, predatory animals and other nuisance wildlife to protect property and human health and safety. The agreement is a long-standing partnership renewed annually. It was reviewed by the County's Legal Counsel, Christy Monson.

4.3 Approval of Memorandum of Understanding with Eastern Oregon Coordinated Care Organization (EOCCO). The MOU establishes a collaborative network of behavioral and public health services. It is aspirational and doesn't commit Gilliam County to any duties, promises or actions. The MOU was reviewed by the County's Legal Counsel, Christy Monson.

4.4 Approval of Amendment No. 1 to IGA #5841with Oregon Department of Corrections. Due to COVID-19, Community Corrections funding from the State of Oregon has been reduced. Specifically, funds from the Inmate Welfare Subsidy Fund, which are used for transitional services, have been reduced by $295. The IGA reflects this amended budget.

ATTACHMENTS (Please list supporting documents. All attachments should be submitted with this brief)
August 5th Regular Meeting Minutes (4 pages)
USDA APHIS Wildlife Services Agreement (3 pages)
MOU with Eastern Oregon Coordinated Care Organization (EOCCO) (15 pages)
IGA #5841 Amendment No. 1 (2 pages)

Gilliam County Court
Regular Meeting Minutes
August 5, 2020

Judge Farrar called the regular Gilliam County Court meeting to order at 10:00 a.m. at the Gilliam County Courthouse, Condon, Oregon. Present via video conference were Judge Elizabeth Farrar, Commissioner Leslie Wetherell, Commissioner Sherrie Wilkins, Chief of Staff Lisa Atkin and Court Administrative Assistant Teresa Aldrich.

**REVISIONS TO AGENDA**
None

**IN THE MATTER OF PUBLIC COMMENTS/CORRESPONDENCE**
Judge Farrar reviewed correspondence received from the Port of Arlington. The Court and the Port had scheduled a meeting for August 12th, to discuss issues related to the Willow Creek Memorandums of Understanding. However, in an email dated July 31, 2020 received from Kelly Margheim, the Port of Arlington cancelled the meeting, due to three Port of Arlington Board members not able to attend.

**IN THE MATTER OF CONSENT AGENDA**
**Motion** by Commissioner Wetherell, second by Commissioner Wilkins, to approve the Consent Agenda. Farrar – Yes; Wetherell – Yes; Wilkins – Yes; **Motion Carried.**
The Consent Agenda included the following:
Approval of July 22nd Regular Meeting Minutes
Approval of July Bills Pending Review
Approval of Amendment to the Blanket Purchase Agreement with GOBHI
Approval of Amendment 3 to the Water Purchase Agreement with Keven Haguewood
Approval of FY 2020-2021 CAPECO Services Agreement for Senior Meal Sites
Approval of Engagement Letter from Sussman Shank, LLP

**IN THE MATTER OF FRONTIER TELENET UPDATE**
Judge Farrar reported she attended a Frontier Telenet meeting last week via phone. Both the Roosevelt and Cottonwood projects are moving forward. The Roosevelt project is potentially scheduled to begin work at the end of August. The Cottonwood project is still seeking RFP's and will discuss any bids received at the September meeting.

**IN THE MATTER OF THE WASTE MANAGEMENT QUARTERLY REPORT**
No report was available and will be rescheduled for the next meeting.

**IN THE MATTER OF WASTE MANAGEMENT PROPOSAL FOR CHAMBER DONATIONS IN LIEU OF COUNTY ENERGY PAYMENTS**

Judge Farrar opened the discussion regarding the proposal received from Dave Lowe, Director of Disposal Operations for Waste Management. After the introduction, Commissioner Wetherell declared a conflict of interest as per ORS 244.120, and recused herself from the discussion, as her husband is employed at Waste Management. Waste Management is currently using methane gas, generated at Columbia Ridge Landfill, to produce and sell energy to the City of Seattle Light Department, with Gilliam County's approval. Waste Management does not pay the County any fees on this activity, however Section 8 of the Host Fee and Road Maintenance Agreement states, if Columbia Ridge generates or will generate methane gas in an adequate quantity and quality that Waste Management determines has the potential to generate electricity using that gas as the fuel, Waste Management agrees to provide notice to the County and, if the County desires, to meet with the County to discuss in good faith, the economics of generating electricity, and the benefits that would occur for the County and Waste Management from generating electricity. Mr. Lowe is proposing providing $25,000 annually ($12,500 to each Chamber) for the length of the current Metro Contract (10 years). Commissioner Wilkins expressed she would like to see information from Columbia Ridge documenting how much energy is being produced, how much is being sold and the cost City of Seattle Light Department is paying. Commissioner Wilkins suggested reaching out to Waste Management and have someone from senior management attend the next meeting. Judge Farrar agreed with Commissioner Wilkins. Judge Farrar will be reaching out to Mr. Lowe about members of senior management attending the August 19th Court meeting.

**IN THE MATTER OF STRATEGIC PLANNING PROCESS AND TIMELINE**

Judge Farrar presented the Court a proposed strategic planning process and timeline for discussion. The Court will be receiving a SWOT (strengths, weaknesses, opportunities and threats) Analysis framework to provide input to the Chief of Staff; responses will be used to shape employee and community surveys. The strategic planning process will take place over the next few months, allowing time to compile survey responses, hold town halls, and work sessions. The final Strategic Plan will go before the Court for consideration in November 2020.

**IN THE MATTER OF MODIFICATION OF CONDON SCHOLARSHIP FOUNDATION SPECIAL PROJECT GRANT**

The Condon Scholarship Foundation was awarded a FY 2020-2021 Special Projects Grant in the amount of $3,500 for expenses associated with the annual dinner. At the July 22nd Foundation Board Meeting, the Board made the decision to cancel the annual

fundraising dinner and auction, due to COVID-19 social gathering restrictions. The Court received a letter from the Foundation requesting to expend the funds directly as scholarships.
**Motion** by Commissioner Wilkins, second by Commissioner Wetherell, to amend the FY 2020-2021 Special Projects Grant Award to the Condon Scholarship Foundation allowing the grant funds to be expended directly as scholarships, and to authorize the County Judge to prepare and execute an amended grant agreement reflecting the same. Farrar – Yes; Wetherell – Yes; Wilkins – Yes; **Motion Carried.**

**IN THE MATTER OF GILLIAM COUNTY FIRE DISTRICTS RADIO PURCHASE**
Emergency Management Coordinator, Chris Fitzsimmons, requested the purchase of 15 portable radios for the North and South Gilliam Fire Districts. A sole source provider bid from NASPO ValuePoint was received through Motorola Solutions for $53,714.23. There was discussion around the 911 Funds being depleted soon and the possibility of providing a permanent fund within the County budget for emergency services districts.
**Motion** by Commissioner Wetherell, second by Commissioner Wilkins, to accept the bid of $53,714.23 from Motorola Solutions for the purchase of 15 portable, single band, 700 radios as per the bid dated July 28, 2020 with funds to come from the Revolving Law Enforcement line item in the Economic Enhancement Fund. Farrar – Yes; Wetherell – Yes; Wilkins – Yes; **Motion Carried.**

**IN THE MATTER OF ANNOUNCEMENTS**

- Chris Fitzsimmons reported the Gilliam County Fair has been cancelled. The Fair Board will be holding a Livestock Auction on September 5th at the Fairgrounds. Social distancing requirements will be followed. Fitzsimmons also reported, due to a reduction in state lottery funds, the amount of funding the Fair may receive from the state could be cut in half next year.
- Commissioner Wetherell will attend the North Central Public Health Meeting on August 11; interviews for the Director position will be held at the end of the month.
- Commissioner Wetherell reported the Road Master had contacted her regarding the purchase of a 966 Front End Loader. The Road Master will be gathering more information to present to the Court at the August 19th meeting.
- Commissioner Wilkins reported she has been selected to serve on the CAPECO Board.
- Commissioner Wilkins is working with the EDA regarding the Wheat Lab responsibilities regarding grants funds.
- Commissioner Wilkins is visiting with Jason Seager from WATCO about the rail crossing at Cedar Springs Road.

- The next Court meeting will be held August 19th via the Zoom platform.
- Judge Farrar reported the City/County Fiber Council will be meeting August 20th. The Council will be brainstorming on how to encourage providers to provide fiber outside city limits.
- Judge Farrar informed the Court, over the next few months the office will be working on many policies to be presented to the Court for approval.

**IN THE MATTER OF ADJOURNMENT**
It appearing to the Court that there was no further business to be conducted at this time, Judge Farrar adjourned the meeting at 10:43 a.m.

GILLIAM COUNTY COURT

By _____

Elizabeth Farrar, Judge

By _____

Leslie Wetherell, Commissioner

By _____

Sherrie Wilkins, Commissioner

Teresa Aldrich _____
Court Administrative Assistant

**USDA APHIS WILDLIFE SERVICES**
**WORK AND FINANCIAL PLAN**

| | |
|---|---|
| **COOPERATOR:** | **GILLIAM COUNTY** |
| **COOPERATIVE AGREEMENT NO.:** | **20-7341-5186-RA** |
| **ACCOUNT WBS:** | **AP.RA.RX41.73.0510** |
| **AGREEMENT DATES:** | **July 1, 2020 – June 30, 2021** |
| **AGREEMENT AMOUNT:** | **$56,261.38** |

Pursuant to Cooperative Service Agreement No. 18-7341-5186-RA between Gilliam County ("the Cooperator") and the United States Department of Agriculture, Animal and Plant Health Inspection Service, Wildlife Services (APHIS-WS), this Work and Financial Plan defines the objectives, plan of action, resources and budget for cooperative wildlife services program.

## OBJECTIVES/GOALS

APHIS-WS objective is to provide professional wildlife management assistance to reduce or manage damage caused by nutria, coyotes, predatory animals, and other nuisance wildlife to protect property and human health and safety.

Specific goals are:

1. To provide direct assistance for Cooperator from wildlife conflicts or damage.
2. To provide assistance in the form of educational information.

## PLAN OF ACTION

The objectives of the wildlife damage management program will be accomplished in the following manner:

1. APHIS-WS will provide technical assistance and or direct management at times and locations for where it is determined by the Cooperator and APHIS-WS that there is a need to resolve problems caused by wildlife. Lethal management efforts will be directed towards specific offending animals or local populations. Method selection will be based on an evaluation of selectivity, humaneness, human safety, effectiveness, legality, and practicality.

   Technical Assistance: APHIS-WS personnel will upon request from the Cooperator provide verbal or written advice, recommendations, information, demonstrations or training to use in managing wildlife damage problems. Generally, implementation of technical assistance recommendations is the responsibility of the resource/property owner.

   Direct Management: Direct management by APHIS-WS is usually provided when the resource/property owner's efforts have proven ineffective and or technical assistance alone is inadequate. Direct management methods/techniques may include trap equipment, shooting, and other methods as mutually agreed upon.

2. APHIS-WS District Supervisor in La Grande, Oregon will supervise this project (541) 963-7947. This project will be monitored by David E. Williams, State Director, Portland, Oregon (503) 326-2346.

3. APHIS-WS will invoice Cooperator monthly for actual costs incurred in providing service, not to exceed $56,261.38, provided there are billable expenses posted at the time of billing for the month of service. In some cases, the work is done during the period of performance but expenses post outside of the agreement end date, resulting in a final invoice one month after the period of performance has ended.

4. In accordance with the Debt Collection Improvement Act (DCIA) of 1996, bills issued by APHIS-WS are due and payable within 30 days of the invoice date. The DCIA requires that all debts older than 120 days be forwarded to debt collection centers or commercial collection agencies for more aggressive action. Debtors have the option to verify, challenge and compromise claims, and have access to administrative appeals procedures which are both reasonable and protect the interests of the United States.

## PROCUREMENT

Cooperator understands that additional supplies and equipment may need to be purchased under this agreement to replace consumed, damaged or lost supplies/equipment. Any items remaining at the end of the agreement will remain in the possession of APHIS-WS.

**STIPULATIONS AND RESTRICTIONS:**

1. All operations shall have the joint concurrence of APHIS-WS and Cooperator and shall be under the direct supervision of APHIS-WS. APHIS-WS will conduct the program in accordance with its established operating policies and all applicable state and federal laws and regulations.
2. APHIS-WS will cooperate with the Oregon Department of Fish and Wildlife, the U.S. Fish and Wildlife Service, Oregon Department of Transportation, Oregon Fire marshal's Office, county and local city governments, and other entities to ensure compliance with Federal, State, and local laws and regulations.
3. Wildlife Damage Management: A Work Initiation Document for Wildlife Damage Management (WS Form 12A), a Work Initiation Document for Wildlife Damage Management – Multiple Resource Owners (WS Form 12B) or a Work Initiation Document for Management of Wildlife Damage on Urban Properties (WS Form 12C) will be executed between APHIS-WS and the landowner, lessee, administrator before any APHIS-WS work is conducted.

**COST ESTIMATE FOR SERVICES:**

Salary including possible overtime, benefits, vehicle, supplies and material costs charged at actual cost. The distribution of the budget for this work plan may vary as necessary to accomplish the purpose of this Agreement.

**AUTHORIZATION:**

Gilliam County
P.O. Box 427
Condon, OR 97823

| | |
|---|---|
| Elizabeth A. Farrar, Gilliam County Judge | Date |

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES

| | |
|---|---|
| David Williams, State Director, Oregon | Date |
| Director, Western Region | Date |

FINANCIAL PLAN

For the disbursement of funds from

Gilliam County - Gilliam County

to
USDA APHIS Wildlife Services
for
Predatory and Wildlife
Management
from
7/1/2020

to
6/30/2021

| Cost Element | | Full Cost |
|---|---|---|
| Personnel Compensation | $ | 34,301.68 |
| Travel | $ | - |
| Vehicles | $ | 9,921.34 |
| Other Services | $ | - |
| Supplies and Materials | $ | 25.02 |
| Equipment | $ | - |

| | | | |
|---|---|---|---|
| Subtotal (Direct Charges) | $ | | 44,248.04 |
| | | | |
| Pooled Job Costs | 11.00% | $ | 4,867.28 |
| Indirect Costs | 16.15% | $ | 7,146.06 |
| Aviation Flat Rate Collection | | $ | - |
| Agreement Total | $ | | 56,261.38 |

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed: $56,261.38

# Baker, Gilliam, Grant, Harney, Lake, Malheur, Morrow, Umatilla, Union, Sherman, Wallowa, and Wheeler Counties and Eastern Oregon Coordinated Care Organization (EOCCO) Memorandum of Understanding

**January 1, 2020**

**Purpose:**

The purpose of this Memorandum of Understanding (MOU) is to establish a collaborative network of behavioral and public health services for the residents of Baker, Gilliam, Grant, Harney, Lake, Malheur, Morrow, Umatilla, Union, Sherman, Wallowa, and Wheeler Counties that will jointly serve the healthcare needs of residents. Local Mental Health Authorities (LMHA) and Local Public Health Authorities (LPHA) deliver essential "safety net" services and provide community health infrastructure that supports people regardless of healthcare coverage and must be sustained.

All parties subject to this MOU understand Oregon's Health Transformation requires shared leadership, accountability and responsibility for community health and safety for all people residing in Baker, Gilliam, Grant, Harney, Lake, Malheur, Morrow, Umatilla, Union, Sherman, Wallowa, and Wheeler Counties. The parties understand that resources dedicated to healthcare, social and public safety net services work interdependently. Our coordinated, collective and efficient application of these resources improves service to communities, protects the infrastructure for emergency services and protects against cost shifts potentially created by the shift in service/payment application.

The initial term of this MOU shall be five (5) years with a stipulated public review and approval of the respective entities' good faith efforts toward assurance of quality behavioral and public health services to the residents of the respective Counties involved.

Parties to this MOU intend to ensure access to a full continuum of healthcare, including public health and behavioral health, building upon the strengths of public and private systems. The LMHA has statutory responsibility under ORS 430.620 to operate a Community Mental Health Program (CMHP), duties which are defined in ORS 430.630. The local public health authority has statutory responsibility under ORS 431.412 to provide public health services within a region or county. ORS 414.153 and Exhibit M (12) of the Coordinated Care Organization Contract directs that there be a written agreement between each coordinated care organization and the local health authorities in the area served by the coordinated care organization and further defines role(s) of local authorities and the recognition of the shared responsibility of the CCO and the local authorities for the full continuum of healthcare services for the area/region served by the CCO.

The mutual goal of this MOU is to coordinate services and efforts meeting the health needs of CCO members and the community, maintain mental health, addictions and public health safety nets, and achieve the improved health outcomes envisioned by the "Triple Aim". In order to achieve these goals, the parties to this MOU desire to set forth their respective roles and responsibilities to coordinate care and share accountability.

EOCCO and Baker, Gilliam, Grant, Harney, Lake, Malheur, Morrow, Umatilla, Union, Sherman, Wallowa, and Wheeler Counties jointly agree to the following activities with respect to the health needs of members of the CCO and Counties based on the specific requirements contained in the EOCCO contract with the Oregon Health Authority as they impact County functions:

1. Collectively analyze possible impacts of funding models and shifts on public health; mental health; addictions; primary care; local law enforcement and community corrections; and long-term care programs and services, designing payment mechanisms to assure critical services are not lost or made less effective.

2. As needed, jointly adopt a plan to finance and maintain the public health and behavioral health safety net, including community crisis services, involuntary commitment services, and withdrawal management services ensuring the continuum of care, and transition services within and between health and public safety systems and all levels of care.

3. As needed, jointly adopt a plan to finance and maintain efficient and effective management of LMHA responsibilities including, but not limited to:
    a. Management of children and adults at risk of entering/transitioning from Oregon State Hospital (OSH) or residential mental health or addictions care.
    b. Care coordination of residential services for children and adults.
    c. Management of the mental health crisis system, including effective coordination and communication regarding involuntary commitment processes, including roles and responsibilities of the LMHA, CMHP and EOCCO; coordination with circuit courts; coordination with inpatient psychiatric facilities and non-inpatient facilities; and Oregon State Hospital.
    d. Management of a variety of community-based specialized services including supported housing, supported employment and education, ACT and EASA.
    e. Management of specialized services to reduce recidivism in the criminal justice system.

4. As needed, jointly adopt a plan to pay for point of contact services per the following:
    a. Per ORS 414.153 (1) the state shall require and approve agreements between CCOs and county health departments for point of contact immunizations, sexually transmitted diseases, and other communicable disease services delivered.
    b. Per ORS 414.153 (2) the state shall allow enrollees in CCOs to receive from fee-for-service providers: family planning services, HIV/AIDS services and maternity case

management (if the Oregon Health Authority determines CCOs cannot adequately provide maternity case management service).

c. Per ORS 414.153 (3) the state shall encourage and approve agreements between CCOs and county health departments for authorization and payment of: maternity case management, well-child care, prenatal care, school-based clinics, health services for children in schools, and screening services for early detection of health care problems among low- income women and children, migrant workers and other special population groups.

5. Monitor and make system corrections to avoid unintended cost shifts to other areas of the system such as local law enforcement, juvenile justice, community corrections or emergency rooms.

6. Work together to develop and promote person-centered systems of healthcare.

7. Work collaboratively with each County to jointly develop an active, effective Community Advisory Council, providing broad community input on the operations and performance of EOCCO. Provide staffing support to ensure the regional Community Advisory Council has the resources to provide meaningful local input to the CCO governing board.

8. Coordinate and cooperate to complete a Community Health Assessment (CHA) and facilitate the development of a Community Health Improvement Plan to identify community needs and focus areas for EOCCO, in coordination with other local health planning efforts (Community Health Improvement Plans, County Mental Health & Addictions Biennial Implementation Plans, and County Public Health Annual Plans).

9. Develop agreed upon outcomes to monitor and improve the performance of this coordinated system of CCO and County services.

**The Counties may:**

1. Advise EOCCO on issues related to specific behavioral health system concerns, including safety net services; a single point of contact with knowledge of the system's capacity to meet both crisis and civil commitment services requirements ; transitions in and out of mental health and addictions residential services; withdrawal management; Oregon State Hospital (OSH) services; care coordination of residential behavioral health services; management of specific community-based services; and specialized services to reduce recidivism in the criminal justice system.

2. Advise EOCCO on issues related to children's system of care issues, including transitions in and out of psychiatric residential or state hospital level of care services, Wraparound care coordination, foster care placement stability, targeted school-based intervention, early

childhood services and diversion from the juvenile justice system.

3. Advise EOCCO on issues related to public health services, health policy and community health promotion.

4. Provide public health services, such as immunizations, family planning, infectious and sexually transmitted disease, and maternal child health services, and will receive payment for those as appropriate through EOCCO. Services requiring special confidentiality processes for client services or payment of these services will continue to be delivered in accord with applicable statutes, rules, and/or contracts. Additionally, the County will coordinate with EOCCO on important system issues that impact the health of the whole population such as prenatal care, tobacco prevention, alcohol and drug prevention, and chronic disease prevention.

5. Help define and assure a system of care including developing multidisciplinary teams and cross-system care coordination, maintaining and improving relationships that counties have with schools, developmental disabilities programs, juvenile justice, community corrections and law enforcement, housing authorities, the Department of Human Services (DHS), residential and foster care providers and other community stakeholders.

6. FQHCs provide to EOCCO members mental health services, substance use disorder (SUD) services, primary care, and prenatal services through the following Federally Qualified Health Centers: Asher Clinic (Wheeler), Columbia River Health Center (Morrow), Marisol Clinic (Umatilla), Winding Waters (Wallowa), and Valley Family Health Centers (Malheur). This promotes significant access to integrated care in a patient centered primary care medical home for EOCCO members, and also provides a way to support a strong safety net option for others in the community.

7. Provide access to health metrics data in support of the CCO's role in assessing and assuring the health of the community by creating and implementing local policies that focus on the issues causing disease and reduced quality of life.

**EOCCO may:**

1. Maintain or enhance existing level of support for mental health and SUD treatment services for OHP members, including intensive services for high-risk populations (Corrections, mental health and drug courts, withdrawal management, high medical needs, co-occurring mental health and substance use disorders).

2. Work with counties to understand, support and sustain their responsibilities as the LMHA and LPHA assuring activities necessary for the preservation of health or prevention of disease, including the concept that specific members may receive public health services for family planning or sexually transmitted disease requiring special confidentiality processes for billing/payments procedures; ensuring access to specialty services for individuals and families with complex mental health and SUD (wrap-around services such as supported housing and early psychosis intervention) which currently do not exist in the private sector; local, regional and state systems coordination with OSH and the Psychiatric Security Review Board (PSRB), corrections and criminal justice, housing, child welfare, seniors and people with disabilities; and critical safety and quality control services such as 24-hour crisis response, abuse investigation and reporting, a single point of contact for involuntary psychiatric care/civil commitment investigation and support that facilitates clinical decision making and coordination between LMHA, CMHP, circuit court, hospitals, etc, residential treatment facilities siting and planning, emergency response planning, etc.

3. Work to ensure that members receiving services from extended or long-term psychiatric care programs (e.g., Secure Residential Treatment Facilities, OSH, Psychiatric Residential Treatment Services) receive follow-up services as medically appropriate to ensure discharge within five working days of receiving notification of discharge readiness.

4. Coordinate with Community Emergency Service Agencies (e.g., police, courts and juvenile justice, corrections, and the LMHAs and CMHPs) to promote an appropriate response to members experiencing a behavioral health crisis.

5. Provide access to health metrics data in support of the public health role of assessing and assuring community health by creating and implementing local policies focused on the issues causing disease and reduced quality of life.

6. Being sensitive to public partners and the intent to be open in communications with the community, strive to achieve open, transparent governance in alignment with the values of the Health Transformation and State leadership's clear intent of inclusion and transparency to garner and build the trust of the communities served. Transparency is intended to include information sharing regarding local governance and performance of EOCCO.

7. Work with counties to evaluate feasibility of cost-sharing for services currently provided by counties to OHP members utilizing non-OHP funds (for example, depending on county, transportation assistance to access services, supportive housing for people with serious and persistent mental illness, drug-free housing assistance, outreach to at-risk populations, prevention services, early intervention services, mental health and/or drug courts, HIV testing, and recovery coaching).

**Term of this MOU:**

This MOU shall be effective on January 1, 2020, and will expire on December 31, 2025 (the "Initial Term"). This agreement shall be reviewed annually by all parties. Unless the parties agree otherwise, this agreement will renew for successive five year terms, upon the expiration of the initial term, and any subsequent five year term, provided however that EOCCO may terminate this agreement upon 30 days notice at any time should the County not agree to a proposed amendment that is presented to comply with regulatory requirements.

Implementing this collaborative network of complex systems will be challenging. It is understood that during the term of this MOU many details regarding the partnership and funding mechanisms will be designed or evolve, requiring this MOU to be reviewed in a public meeting, updated and renewed annually prior to the respective fiscal year. It is the intent of the County and EOCCO that this MOU be modified as jointly agreed upon and extended beyond the expiration date.

Nothing in this MOU limits the ability of EOCCO to contract with other public or private providers for public health or behavioral health services.

**Signatures and Contacts:**

**EOCCO:**

_____ _____

Print Name Print Title

_____ _____

Authorized Signature Date

**The designated contact person is:**

_____ _____

First Name Last Name

_____ _____

E-mail Address Phone

_____ _____

Authorized Signature Date

## Coordinated Care Organization Memorandum of Understanding

**ATTACHMENT A**

**430.620 Establishment of community mental health and developmental disabilities programs by one or more counties.** (1) The county court or board of county commissioners, or its representatives designated by it for the purpose, of any county, on behalf of the county, may:

(a) In conformity with the rules of the Department of Human Services, establish and operate, or contract with a public agency or private corporation for, a community developmental disabilities program.

(b) In conformity with the rules of the Oregon Health Authority, establish and operate, or contract with a public agency or private corporation for, a community mental health program.

(c) Cooperate, coordinate or act jointly with any other county or counties or any appropriate officer or agency of such counties in establishing and operating or contracting for a community mental health program or community developmental disabilities program to service all such counties in conformity with the regulations of the department or the authority.

(d) Expend county moneys for the purposes referred to in paragraph (a), (b) or (c) of this subsection.

(e) Accept and use or expend property or moneys from any public or private source made available for the purposes referred to in paragraph (a), (b) or (c) of this subsection.

(2) All officers and agencies of a county, upon request, shall cooperate insofar as possible with the county court or board of county commissioners, or its designated representatives, in conducting programs and carrying on and coordinating activities under subsection (1) of this section. [1961 c.706 §39; 1973 c.639 §2; 1981 c.750 §2; 1989 c.116 §10; 2009 c.595 §507]

**430.625** [1989 c.777 §2; 2005 c.691 §1; 2007 c.70 §229; renumbered 430.631 in 2011]

(Mental Health Programs)

**430.630 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 or 426.220, 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 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 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 local mental health authority shall review and revise the local plan biennially. 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.

(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 non-secure extended psychiatric care;

(C) Secure and non-secure 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 biennial revisions adopted under paragraph (b) of this subsection at time intervals established by the authority.

(i) Each local commission on children and families shall reference the local plan for the delivery of mental health services in the local coordinated comprehensive plan created pursuant to ORS 417.775. [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]

## Coordinated Care Organization Memorandum of Understanding

**ATTACHMENT B**

**431.410 Boards of health for counties.** The governing body of each county shall constitute a board of health ex officio for each county of the state and may appoint a public health advisory board as provided in ORS 431.412 (5) to advise the governing body on matters of public health. [Amended by 1953 c.189 §3; 1961 c.610 §2; 1973 c.829 §20a]

**431.412 County board of health; formation; composition; advisory board.** (1) The governing body of any county shall establish a county board of health, when authorized to do so by a majority of electors of the county at any general or special election, and may, if such authorization is made, establish a public health advisory board as provided in subsection (5) of this section.

(2) The county board of health shall consist of:

(a) One member of the county governing body selected by the body.

(b) One member of a common school district board having jurisdiction over the entire county or of the education service district board who resides in the county and is selected by the education service district board, or the designee of that member.

(c) One physician who has been licensed to practice medicine in this state by the Oregon Medical Board.

(d) One dentist who has been licensed to practice dentistry in this state by the Oregon Board of Dentistry.

(e) Three other members.

(3) The members referred to in subsection (2)(c) to (e) of this section shall be appointed by the members serving under subsection (2)(a) and (b) of this section. The term of office of each of such appointed members shall be four years, terms to expire annually on February 1. The first appointments shall be for terms of one, two, three or four years, as designated by the appointing members of the board.

(4) Whenever a county board of health is created under this section, such board shall be in lieu of the board provided for in ORS 431.410.

(5) The governing body of the county may, as provided in subsection (1) of this section, appoint a public health advisory board for terms of four years, the terms to expire annually on February 1. The first appointments shall be for terms of one, two, three or four years as designated by the governing body. The advisory board shall meet regularly to advise the county board of health on matters of public health. The advisory board shall consist of:

(a) Persons licensed by this state as health care practitioners.

(b) Persons who are well informed on public health matters. [Formerly 431.470; 1963 c.544 §49; 1977 c.582 §25; 1981 c.127 §1; 1987 c.618 §2; 1991 c.167 §26; 2003 c.226 §22]

## Coordinated Care Organization Memorandum of Understanding

**ATTACHMENT C**

**Coordinated Care Organization Contract:**

**Exhibit M (12) Community Mental Health Program:**

a. Contractor shall enter into a written agreement with the Local Mental Health Authority in Contractor's Service Area by January 1, 2020 in accordance with ORS 414.153. The agreement shall include, without limitation, all of the terms and conditions set forth in ORS 414.153(4) and shall require Contractor:

(1) To coordinate and collaborate on the development of the Community Health Improvement Plan with the local CMHP for the delivery of mental health services in accordance with ORS 430.630.

(2) To develop a Comprehensive Behavioral Health plan for Contractor's Service Area in collaboration with the Local Mental Health Authority and other Community partners (e.g., education/schools, Hospitals, corrections, police, first responders, Child Welfare, DHS, public health, families, housing authorities, housing providers, courts). Such plan must comply with ORS 430.630(9)(b)

(a)Contractor shall provide OHA, via Administrative Notice, with its CBH Plan for review and approval on January 2, 2021. In the event OHA determines that Contractor's CBH Plan does not comply with ORS 430.630(9) (b) and this Contract, Contractor shall follow the process set forth in Sec. 5 of Ex. D.

(b)Contractor shall update its CBH Plan upon request. All such revised CBH Plans will be subject to review and approval by OHA in accordance with SubPara. (2)(a) above of this Para. a, Sec. 12, Ex. M of this Contract.

**AMENDMENT No.1 to**
**INTERGOVERNMENTAL AGREEMENT #5841**

**1.** This is Amendment No. 1 to Agreement No. 5841 (as amended from time to time the "Agreement") dated July 1, 2019, between the State of Oregon acting by and through its Department of Corrections, hereafter called ODOC, and Gilliam County, hereafter called COUNTY. Each party, without distinction, shall be referred to individually as "Party" or collectively as "Parties."

***"New language is indicated in bold and underlined and deleted language is indicated by [brackets]"***

**2.** The Agreement is hereby amended to correct Exhibit A of this Agreement.

**2.1** Exhibit A is deleted in its entirety and replaced with the attached Exhibit A.

3. Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

| | |
|---|---|
| STATE OF OREGON<br>DEPT. OF CORRECTIONS | GILLIAM COUNTY<br>BOARD OF COMMISSIONERS |
| Jeremiah Stromberg, Asst. Director | Chair |
| Date | Date |

DEPARTMENT OF JUSTICE
As to Legal Sufficiency:

/s/: N/A

# Tri-County
# 2019-2021 Community Corrections Budget Summary
# *** AMENDED ***

| Program Name | Grant in Aid Fund | Inmate Welfare Release Subsidy Fund | County/Other Funds and Fees | Total |
|---|---|---|---|---|
| Administration Services | 63,200 | | | 63,200 |
| Adult Community Service Program | 31,419 | | | 31,419 |
| Adult Work Crew Program | 3,180 | | 13,840 | 17,020 |
| Community Supervision | 350,662 | | 53,480 | 404,142 |
| Electronic Alcohol Monitoring | 6,400 | | | 6,400 |
| Electronic GPS Monitoring | 6,600 | | | 6,600 |
| Local Control / Custody Sanctions | | | 40,000 | 40,000 |
| Parole / PPS Transition Services | 3,059 | 720.48 | | 3779.48 |
| Domestic Violence Programs & Services | 10,000 | | | 10,000 |
| Mental Health Programs & Services | 4,000 | | | 4,000 |
| Sex Offender Programs & Services | 10,000 | | | 10,000 |
| Substance Abuse Programs & Services | 8,000 | | | 8,000 |
| Online Court Solutions Programs | | | | |
| Other Programs & Services | 2,000 | | | 2,000 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| **Fund Total** | 498,520 | 720.48 | 107,320 | 606,560.48 |