

# MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA

Wednesday, April 3, 2019 at 9:00 a.m.

Bartholomew Building Upper Conference Room

110 N. Court St., Heppner, Oregon

1. **Call to Order and Pledge of Allegiance:** 9:00 a.m.
2. **City/Citizen Comments:** Individuals may address the Board on topics not on the agenda
3. **Open Agenda:** The Board may introduce subjects not on the agenda
4. **Consent Calendar**
  - a. Accounts Payable, April 4<sup>th</sup>; Payroll Payables, March 26<sup>th</sup>, \$163,064.57
  - b. Minutes: March 6<sup>th</sup> & 13<sup>th</sup>
  - c. Oregon Health Authority Agreement #153133, Amendment 7 – Financing of Community Mental Health, Substance Use Disorders, and Problem Gambling Services
5. **Public Hearing** – Code Enforcement Ordinance amendments: New Chronic Nuisance and Environmental Health Sections, Updates to the Weeds Section, and other minor changes
6. **Legislative Updates**
7. **Department Reports**
  - a. Treasurer’s Monthly Report (Gayle Gutierrez, Treasurer)
8. **Update from Community Counseling Solutions as Contracted Provider of Mental Health Services** (Kimberly Lindsay, Executive Director)
9. **Business Items**
  - a. Eastern Oregon Healthy Living Alliance Memorandum of Understanding (Sheree Smith, Public Health Director)
  - b. Award Bid - Bridge Widening Projects, Marcum & Sons, LLC (Matt Scrivner, Public Works Director)
  - c. Laurel Lane & Wilson Lane Improvement Project – Consent to cross Bureau of Reclamation Right-of-Way (Matt Scrivner)
  - d. Travel Policy Updates (Darrell Green, Administrator)
  - e. Management Trainings (Darrell Green)
  - f. Video Recording Board of Commissioners Meetings (Darrell Green)
  - g. Pre-Budget Meetings Discussion
10. **Department Reports, continued**
  - a. Administrator’s Monthly Report (Darrell Green)
  - b. Sheriff’s Office Monthly Report (Melissa Ross, Administrative Lieutenant)
  - c. Fair Office Quarterly Report (Ann Jones, Fair Secretary)
  - d. County Counsel/District Attorney Quarterly Report (Justin Nelson, D.A.)
11. **Correspondence**
12. **Commissioner Reports**
13. **Signing of documents**
14. **Adjournment**

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

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

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

**Morrow County Board of Commissioners Meeting Minutes**  
**March 6, 2019**  
**Bartholomew Building**  
**Heppner, Oregon**

**Present**

Chair Jim Doherty	Kate Knop, Finance Director
Commissioner Melissa Lindsay	Karmen Carlson, Human Resources Director
Commissioner Don Russell (via telephone)	Justin Nelson, County Counsel
Darrell Green, Administrator	Roberta Lutcher, Executive Assistant

**Call to Order & Pledge of Allegiance:** 9:00 a.m.

**City & Citizen Comments:** Chair Doherty said he'd like to notice March as "Mustang March in Morrow County" in honor of the Heppner Mustang Girls 2A State Basketball Championship win. He said he was sure Commissioner Lindsay would agree since she was a member of the 1986 championship team. Chair Doherty further said it was a "fantastic ball game."

**Open Agenda:** No items

**Consent Calendar**

Commissioner Lindsay requested to remove the Utility Permits to obtain additional information from Public Works.

Chair Doherty noted the addition of Retirement Taxes to the Claims portion of the Consent Calendar.

*Commissioner Lindsay moved to approve the following items in the Consent Calendar:*

1. *Accounts Payable, March 7<sup>th</sup>, \$62,215.64; Manual Check Run, February 26<sup>th</sup>, \$235,000; Retirement Taxes, March 4<sup>th</sup>, \$19,565.41*
2. *Minutes: February 6<sup>th</sup>*

*Commissioner Russell seconded. Unanimous approval.*

**Legislative Updates**Juvenile Department Related

Juvenile Department Director Tom Meier submitted Legislative Update forms for Senate Bills 299, 386, 425 and House Bill 2050. Discussion. Administrator Darrell Green said updates on these bills will be provided as they progress.

**Department Reports**Treasurer's Monthly Report

Gayle Gutierrez, Treasurer

Ms. Gutierrez provided an overview of her report. After Ms. Gutierrez reviewed the list of current interest rates for various accounts, Commissioner Lindsay asked that the interest rate for the investment account also be included.

## **Business Items**

### Utility Permits Numbers ONW, ONX & ONY

Matt Scrivner, Public Works Director

Commissioner Lindsay said to avoid confusion and show the County is keeping things moving, she thought it would be of benefit to have Mr. Scrivner walk through the agreed upon conditional approvals for the three permit applications from Windwave Communications Inc. The permits are associated with the new Amazon data center being constructed off Olson Road and are for the installation of two packages of fiber, each consisting of 24 conduits, on Olson Road, Rippee Road and Wilson Lane.

Mr. Scrivner reviewed the conditions for the Board, which were also outlined in the letter he sent to Windwave, and provided in the electronic Agenda Packet.

Chair Doherty commented that Commissioner Russell was “sidelined” for this discussion.

Commissioner Russell said yes, and then thanked the County for taking into consideration the time constraints under which Windwave was operating. He explained he is on Windwave’s Board and conflicted on these applications.

### County Opportunity Grant Application – Public Works/Parks

Mr. Scrivner

Morrow County received notice of its successful grant application to the Oregon Parks and Recreation Department for campsite upgrades at the Off-Highway Vehicle Park. After the grant agreement is signed, the County will receive a notice to proceed from OPRD, said Mr. Scrivner.

*Commissioner Lindsay moved to approve Oregon Parks and Recreation Department, County Opportunity Grant Program Agreement, Grant Number COG19-007, maximum reimbursement \$87,918; County match \$29,311; and authorize Chair Doherty to sign on behalf of the County. Commissioner Russell seconded. Unanimous approval.*

### Cap & Trade Comment Letters

After discussion, the Board opted to draft its own letter, rather than use a version circulated by the Eastern Oregon Counties Association. It was decided Commissioner Russell, as Co-Chair of the Association of Oregon Counties’ Cap and Trade Subcommittee, would draft a letter for next week’s meeting.

### Progressive Design-Build Update

Mr. Green said he discussed a scope of services with Robynne Thaxton Parkinson and planned to return next week with a written version and an estimate for her services. Ms. Thaxton Parkinson is a Seattle-based lawyer who specializes in construction law. As there were several questions about the charge for travel time, Chair Doherty requested that the estimate provide specific details on that.

## **Department Reports, continued**

### Administrator's Monthly Report

In addition to reviewing the items in his report, Mr. Green said he plans to meet with the County's IT Server Specialist, Jordan Standley, about the logistics of video recording BOC meeting for access by the public. Chair Doherty commented the large majority of counties are now video recording meetings.

**9:48 a.m.:** Commissioner Russell signed-off from the meeting.

## **Business Items, continued**

### Compensation Board & Non-Represented Employee Data Presentation

Karmen Carlson, Human Resources Director

The Compensation Board met on February 12<sup>th</sup> to evaluate the compensation of elected officials. Recommendations were then forwarded to the Board of Commissioners. The BOC requested additional information for analysis before making a decision on the recommendations. Ms. Carlson reviewed that additional information at today's meeting. After discussion, Commissioner Lindsay requested additional data prior to the March 20<sup>th</sup> meeting where decisions are anticipated regarding compensation of elected officials and non-represented employees.

## **Department Reports, continued**

### Sheriff's Office Monthly Report

Undersheriff John Bowles

Administrative Lieutenant Melissa Ross

The report was reviewed and the Commissioners discussed the benefits of the new format that compares activity on a month-to-month basis. Other items not in the report:

- Undersheriff Bowles talked about the need for a snow track machine for search and rescues. He called it a long-term need and said he planned to explore grant opportunities. Commissioner Lindsay asked about using Parks Department equipment but Undersheriff Bowles said it hasn't been available when needed, adding search and rescue vehicles should be stored with the fleet and ready to go at a moment's notice.
- Undersheriff Bowles reported Curtis Harper will graduate from the Department of Public Safety Standards and Training Academy's Basic Parole & Probation Course and a few people from the Sheriff's Office will attend the ceremony and shuttle surplus vehicles to Salem at the same time.
- Undersheriff Bowles is working with the Weather Service Office to coordinate a tabletop exercise on flash floods on May 23<sup>rd</sup>.
- The advantages of bringing back a K9 Unit to the Sheriff's Office was discussed by the Undersheriff.

## **Correspondence**

- Oregon State Chamber of Commerce Mid-Week Legislative Update
- Oregon House Bill 2020 Cap and Trade Fact Sheet from the Northwest Gas Association

**Commissioner Reports**

- Commissioner Lindsay said she's been working on items associated with the Road Department, such as permits.
- Chair Doherty opted to postpone his report until Commissioner Russell was in attendance.

**Signing of documents**

**Adjourned:** 10:30 a.m.

**Morrow County Board of Commissioners Meeting Minutes**  
**March 13, 2019**  
**Irrigon Branch of the Oregon Trail Library District, Community Room**  
**Irrigon, Oregon**

**Present**

Chair Jim Doherty

Commissioner Melissa Lindsay

Commissioner Don Russell

Darrell Green, Administrator

Richard Tovey, County Counsel

Roberta Lutcher, Executive Assistant

**Call to Order & Pledge of Allegiance:** 9:00 a.m.

**City & Citizen Comments:**

- Chair Doherty said the Executive Session might be moved up on the agenda, but the Board will return to the regular meeting afterwards. Commissioner Russell was in agreement and Commissioner Lindsay said she would refrain from participating.
- Irrigon City Manager Aaron Palmquist asked if the Commissioners had questions for him as he needed to leave for a meeting. Commissioner Russell said Mr. Palmquist will attend the Portland State University Population Research Center's public meeting in Boardman regarding its Population Forecast Program. He asked Mr. Palmquist to encourage them to look at real data for Morrow County instead of using questionable information, as they have in the past. He said PSU shows the County is declining when everything else shows we haven't, one example being school enrollments. Carla McLane, Planning Director, said PSU showed significant drops in the unincorporated areas of the County but her office approved 20 applications for single-family dwellings in the last year. It's inconceivable it's declining, she said. Mr. Palmquist said he planned to pushback and maybe take it to the Association of Oregon Counties and the League of Oregon Cities. He said it's the "concrete jungle that wants to show they're growing and rural areas aren't...It's politics and gerrymandering."

**Open Agenda:** No items

**Consent Calendar**

*Commissioner Russell moved to approve the following items in the Consent Calendar:*

1. *Accounts Payable, March 14<sup>th</sup>, \$14,673.58*
2. *Minutes: February 13<sup>th</sup>*
3. *Fifth Amendment to Oregon Health Authority 2017-2019 Intergovernmental Agreement #153133 for the Financing of Community Mental Health, Substance Use Disorders, and Problem Gambling Services, and authorize Chair Doherty to sign on behalf of the County (Amendment adds Exhibit B-3, Access Agreement for Use of OHA Systems, with no fiscal changes to the original agreement.)*

*Commissioner Lindsay seconded. Unanimous approval.*

## **Legislative Updates**

Commissioner Russell provided a brief update on meetings in Salem, as well as on a gathering where discussion took place about House Bill 2020 (Cap and Trade) and its possible failure in the Senate due to lack of support by four uncommitted Democrats.

## **Business Items**

### Appointment Requests: The Loop - Morrow County Transportation, Statewide Transportation Improvement Fund Committee

Anita Pranger, Coordinator, The Loop

Ms. Pranger explained she was not officially appointed to the committee in her capacity as a public transit provider.

Commissioner Russell asked if she would be a voting member.

She replied, yes, and that she verified with the State that it was appropriate to do so as she had reservations about serving on the committee and voting.

Commissioner Lindsay asked what community outreach efforts were undertaken for these vacancies.

Ms. Pranger said people approached her about being appointed, but in the past it was hard to fill vacancies.

Commissioner Russell said he didn't think Ms. Pranger's appointment would be a problem as the other committee members are strong-willed, but he has seen it be a problem with other committees.

*Commissioner Russell moved to approve the following appointments to The Loop, Morrow County Transportation Statewide Transportation Improvement Fund Advisory Committee:*

- 1. Anita Pranger as Public Transportation Service Provider, term to be March 13, 2019 through December 31, 2019*
- 2. Carla McLane to fill the remainder of Seth Whitmer's term which expires December 31, 2022*
- 3. Mike Jones to fill the remainder of Edie Ball's term which expires December 31, 2022*

*Commissioner Lindsay seconded. Discussion: Commissioner Lindsay said the Commissioners have mentioned several times about the need for community outreach regarding appointments to committees instead of appointing staff, so she had some hesitation about these appointments. Chair Doherty agreed and said it was something to continue to work on, but he was comfortable moving forward with these appointments. Vote – Aye: Chair Doherty, Commissioner Russell. Nay: Commissioner Lindsay. Motion carried. Commissioner Russell said going forward, we should try to cast a wide net. Ms. Pranger said she agreed and the two current vacancies on the Special Transportation Fund Advisory Committee would be posted on the website.*



Purchase Pre-Authorization Request – Public Works, 2005 Etnyre Chip Spreader

Matt Scrivner, Public Works Director

*Commissioner Lindsay moved to approve the Purchase Pre-Authorization Request from Public Works for a 2005 Etnyre Chip Spreader from Linn County Road Department under the Managing Oregon Resources Efficiently (MORE) Intergovernmental Agreement in the amount of \$65,000 plus \$10,000 for additional needed items, total price \$75,000, and authorize Chair Doherty to sign on behalf of the County. Commissioner Russell seconded. Unanimous approval.*

Ordinance No. ORD-2019-3 – Amending Morrow County Code, Chapter 8.08, Utility Permit Authority

Darrell Green, Administrator

Mr. Scrivner

Mr. Green explained the amendment requires Board approval of permits that exceed 200 linear feet and any others that are of concern to the Public Works Director. Discussion as to the logistics of the new approval process.

*Commissioner Lindsay moved to approve Ordinance No. ORD-2019-3 Amending Morrow County Code, Chapter 8.08. Commissioner Russell seconded. Discussion: Mr. Green explained the ordinance, in its entirety, had to be read aloud if the Board wanted it to be effective today. County Counsel Richard Tovey said that would be the case unless there was a unanimous decision by the Board to agree to read by title only, if there was an emergency provision included, which there was. Generally, the title is read first, then the motion, he added.*

*Commissioner Lindsay withdrew her previous motion. Commissioner Russell withdrew his second of that motion.*

Mr. Tovey said if there was a motion or agreement to read by title only, then it should be read by title followed by a motion.

*Commissioner Lindsay moved to read Ordinance No. ORD-2019-3 by title only. Commissioner Russell seconded. Chair Doherty restated the motion and said Mr. Green would read it by title. Commissioner Russell also stated it needed to be read by title. Commissioner Lindsay clarified, after the Board approves it. Commissioner Russell read by title: “Ordinance No. ORD-2019-3, In the Matter of Amending Chapter 8 of the Morrow County Code Pertaining to the Approval of County Permits for Construction Work in County Road Right-of-Ways.” Chair Doherty asked County Counsel if that satisfied. Mr. Tovey said he was going to have Mr. Green read it and then asked if there was an agreement on reading it by title only. Commissioner Lindsay said there was not a vote. Commissioner Russell said the motion is to read by title. Chair Doherty: and seconded, and all those in favor? Unanimous approval.*

Mr. Tovey said procedurally, now have Mr. Green read by title.

Mr. Green read by title: “Ordinance No. ORD-2019-3, In the Matter of Amending Chapter 8 of the Morrow County Code Pertaining to the Approval of County Permits for Construction Work in County Road Right-of-Ways.”

*Commissioner Russell moved to approve Ordinance No. ORD-2019-3 and attach the emergency clause. Commissioner Lindsay seconded. Unanimous approval.*

#### Progressive Design-Build Consultant Budget & Agreement

Mr. Green said at the last BOC meeting he agreed to come back with further details on the budget submitted by Thaxton Parkinson PLLC, as well as the engagement letter.

Commissioner Lindsay expressed concern over a paragraph about communications being kept confidential, which she termed “an awkward statement to make for a public body.”

Mr. Green said 99.9% of discussions will be held in public meetings and he thought it related more to Ms. Thaxton Parkinson’s side of things.

Commissioner Russell said that was his interpretation, as well.

Chair Doherty agreed, and said it likely meant inside information will not be divulged to contractors, etc.

Mr. Tovey added it’s meant to protect them; they’ll keep things confidential with the realization we’re a public entity.

Commissioner Lindsay said when the document is sent back, make the statement we’re a public entity and all things are public.

*Commissioner Russell moved to approve hiring Thaxton Parkinson PLLC to assist Morrow County in developing its Progressive Design-Build Project to build the north County facility, and authorize the Chair to sign the Engagement Letter and Consulting Agreement on behalf of the County, pending review by County Counsel. Unanimous approval.*

#### Cap & Trade Comment Letter

Commissioner Russell said he drafted the letter and included a section about landfills, after hearing concerns from Kevin Green, Waste Connections, Inc. District Manager. Commissioner Russell said there may be amendments to HB 2020 that address a variety of concerns and he wanted to make sure they remedy Morrow County’s concerns.

*Commissioner Lindsay moved to accept and sign the letter drafted by Commissioner Russell regarding HB 2020 and forward it to as many people as appropriate. Commissioner Russell seconded. Unanimous approval.*

Discussion - Environmental Health (On-Site Sewage Systems) Partnership with Umatilla County

Carla McLane

Ms. McLane reviewed several draft documents:

1. A Memorandum of Agreement (MOA) between Morrow County, Umatilla County and the Department of Environmental Quality (DEQ) that would have Umatilla County provide On-Site Sewage System permitting and inspections in Morrow County (previously performed by DEQ).
2. Intergovernmental Agreement (IGA) with Umatilla County to provide the On-Site Wastewater Treatment Systems Program for Morrow County.
3. Proposed Fee Schedules for the new On-Site Program and the Food, Pool and Lodging Program. An existing agreement is in place for Umatilla County to provide the Food, Pool and Lodging Program in Morrow County (restaurant inspections, public pool inspections, etc.).

Ms. McLane explained the Fee Schedule and Code Enforcement changes need to be adopted and in place prior to signing the MOA and IGA. She said she planned to have the MOA and IGA back before the Board either April 10<sup>th</sup> or 17<sup>th</sup>.

Discussion – Code Enforcement Ordinance Draft

Carla McLane

Ms. McLane provided an overview of the draft changes to the Morrow County Code Enforcement Ordinance, which included the following:

1. Addition of a Chronic Nuisance Section
2. Addition of an Environmental Health Section
3. Updating County Court references to Board of Commissioners
4. Requested changes to the Noxious Weeds List
5. Other minor changes throughout the document based on experience using the Ordinance

She then discussed the public hearing and adoption schedule, if approved by the Board:

1. Draft Code Enforcement Ordinance will be posted on or before March 15<sup>th</sup>, and notices will be submitted to the Heppner Gazette Times and the East Oregonian
2. March 20<sup>th</sup> Public Hearing in Boardman
3. April 3<sup>rd</sup> Public Hearing in Heppner
4. April 10<sup>th</sup> - tentative adoption

The Board had no objections.

Comment Letter - Draft Environmental Assessment for Willow Creek Arm Easement Renewal

Ms. McLane

The property is located in Gilliam County, explained Ms. McLane, but 97% of the land on which the water is applied is in Morrow County. It involves renewal and expansion of an easement area for Threemile Canyon Farms, she added. Discussion.

*Commissioner Russell moved to sign the letter to the U.S. Army Corps of Engineers regarding the draft Environmental Assessment for Willow Creek Arm easement renewal. Commissioner Lindsay seconded. Unanimous approval.*

Chair Doherty requested to suspend the regular meeting, take a short break and return in Executive Session, after which they would return to the regular meeting; Commissioners Russell and Lindsay agreed. He added he'd like Commissioner Lindsay to attend the Executive Session, even if it's as a member of the audience.

Commissioner Lindsay said her conflict of interest and decision to refrain should be stated prior to Executive Session because it will be about an energy project in which she is a contract holder. She said she would refrain from voting and state her conflict therein.

**Break:** 10:34 a.m. -10:43 a.m.

**10:43 a.m. Executive Session:** Pursuant to ORS 192.660(2)(g) – To consider preliminary negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations

**11:03 a.m. Closed Executive Session**

Chair Doherty said in order to move the process forward and provide Jesse Marshall, Project Director, NextEra Energy Resources, with what he needed, and on the advice of County Counsel, the Commissioners determined it would be appropriate to announce “No Decision” coming out of Executive Session and set this as an agenda item next week. In the interim, he said, the County can continue working on the document.

Commissioner Russell said the first time he read the document was this morning. He asked Mr. Marshall if the dollar amounts in the document were proposed by NextEra.

Mr. Marshall replied, correct, and added a few things need to be clarified. One is the dollar amount was to be based on the number of solar megawatts (mw), not inclusive, it would be the same amount paid per mw for battery installed. That might be tweaked so it's clear in the document. Otherwise, it looked consistent with what we're trying to achieve, he said.

Chair Doherty asked Mr. Marshall to speak to the challenges with carving out the PGE portion.

Mr. Marshall said the approach they proposed was to have the ability for partial assignment of the wind portion of the Strategic Investment Program Agreement (SIP) so that with the transaction they're working on with PGE, they can take 100 mw of the facility. As background, he said the way the transaction was set up was once the 300 mw wind facility is done with construction, 100 mw of the facility will be sold to PGE at commercial operation day, when it's energized. At that point, the goal is to try and have a package of assets that are transferred to PGE at that time. One

of those things would be the SIP being able to be transferred over as part of that transaction. Nothing changed with the original SIP, just having the 100 mw of that carved out and transferred to PGE at that time, that's the goal, no other terms changed.

Mike Gorman, Assessor/Tax Collector said he had conversations with the Department of Revenue about this and while it's unique, DOR did not see any challenge. He said PGE reached out to him last week in the same regard and it was agreed to meet in the first year to figure it out.

Commissioner Russell said as a Commission, they'd like to get to a conclusion but since this wasn't noticed as a possible action item, County Counsel recommended it be moved to next week's agenda.

*Commissioner Russell moved to set this contract as an action item on the agenda for the next public meeting of the Board of Commissioners (March 20<sup>th</sup>), which gives all parties an opportunity to tweak the contract a bit, and added at first glance, it's what we've come to agree to. Chair Doherty seconded and added he could safely say he and Commissioner Russell were in agreement. Other discussion from Mr. Marshall, Jerry Rietmann and John Kilkenny. Vote – Aye: Chair Doherty, Commissioner Russell. Refrained: Commissioner Lindsay. Motion carried.*

## **Department Reports**

### Planning Department Monthly Report

Ms. McLane reviewed her report. A few items not in the report were:

- Planning Commission bylaws are being reviewed and updated draft bylaws will be provided for the Board's review.
- Ms. McLane, Mr. Green and Heppner District Ranger Brandon Houck met to discuss Morrow County's request for Cooperating Agency status regarding the Ellis Integrated Vegetation Management Project. She said the Forest Service is open to the request and conversations will continue at the staff level.

## **Commissioner Reports**

- Commissioner Russell said the Community Renewable Energy Association (CREA) requested to withdraw its sponsorship of House Bill 2852, which would authorize local governments to form authorities for the purpose of implementing Community Choice Aggregation programs. He said CREA's verbal request to withdraw support might not be sufficient, so he requested they follow-up with a letter. Even then, it might not be possible for CREA's name to be removed, he said. Commissioner Russell said as Co-Chair of the Association of Oregon Counties' Transportation Committee, he participated via telephone in the quarterly Transportation Policy-Making meeting. People from the Portland metro area were complaining about solid waste not getting through the Gorge during the recent inclement weather, so he brought up the fact that Clark County sends its solid waste by barge, which was, and still is, an option for the others. Commissioner Russell said he and Chair Doherty attended AOC meetings in Salem on Monday.

- Commissioner Lindsay said yesterday's Department Directors Meeting had a presentation on active shooter/active threat she called "excellent." She suggested the Board engage in a table top presentation, as well.
- Chair Doherty stated he wished to publicly thank Mr. Gorman and Mr. Green for their efforts in the SIP negotiations. He said he was proud of what the County accomplished. He said as the County moves forward with renewables, there is a need to find out the philosophy of the County. In the end, the County might not have any more dryland wheat, we may have solar panels and wind towers from here to there and more money than God. Commissioner Russell said he hadn't heard complaints about solar like he had about wind, but maybe he'd hear those now too.

### **Signing of documents**

**Adjourned:** 11:45 a.m.



# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners  
(Page 1 of 2)

(For BOC Use)  
Item #  
**4c**

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

Staff Contact: Kate Knop

Phone Number (Ext): (541) 676-5615 x5302

Department: Finance

Requested Agenda Date: 04/03/2019

Short Title of Agenda Item: **Oregon Health Authority Agreement # 153133, Amendment # 7**  
(No acronyms please)

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

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

N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: **Oregon Health Authority**

Contractor/Entity Address:

Effective Dates – From: **July 1, 2017**

Through: **June 30, 2019**

Total Contract Amount:

Budget Line: **101-199-3-30-3625**

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

Reviewed By:

\_\_\_\_\_  
DATE Department Head

Required for all BOC meetings

DATE Admin. Officer/BOC Office

Required for all BOC meetings

Richard Tovey via email 03/28/2019 County Counsel

\*Required for all legal documents

DATE Finance Office

\*Required for all contracts; other items as appropriate.

\_\_\_\_\_  
DATE Human Resources

\*If appropriate

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

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

# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

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

The Oregon Health Authority (OHA) Agreement # 153133, seventh amendment to the 2017-2019 Intergovernmental Agreement for the financing of mental health, substance use disorders, and problem gambling. This agreement is passed through to Community Counseling Solutions (CCS).

This amendment relates to the funding sources for the Financial Assistance Award, and is changing the Funds that the State is paying the Service Elements (SE) from. Referenced in the amendment and attached for review is Exhibit F section 4 from the Agreement.

## **2. FISCAL IMPACT:**

These funds will continue to be received in the same line item and be disbursed to CCS from 101-199-5-50-5500, with a net zero effect on the budget.

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

Motion to authorize Chair Doherty to sign OHA Agreement #153133, Amendment #7 on behalf of the County.

Attach additional background documentation as needed.



**From:** [Richard Tovey](#)  
**To:** [Deanne Irving](#)  
**Cc:** [Kate Knop](#)  
**Subject:** RE: Document for Signature: Document #153133-7 Morrow County  
**Date:** Thursday, March 28, 2019 11:53:15 AM

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Deanne-

I have reviewed the 7<sup>th</sup> Amendment to the OHA agreement and have no concerns regarding form or content.

Thanks-

Rich

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Richard S. Tovey  
Deputy District Attorney/ County Counsel  
Morrow County District Attorney's Office  
P.O. Box 664  
Heppner, OR 97836  
(541) 676-5626

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**From:** [Kimberly I. Lindsay](#)  
**To:** [Deanne Irving](#); [Kate Knop](#); [Justin Nelson](#)  
**Cc:** [kristie.bingaman@gobhi.net](mailto:kristie.bingaman@gobhi.net)  
**Subject:** Re: FW: Document for Signature: Document #153133-7 Morrow County  
**Date:** Tuesday, March 19, 2019 10:29:44 AM

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Thank you Deanne.

Kate and Justin - I do not have any concerns with the county signing this ammendment.

Thanks  
Kimberly

**Deanne Irving** <[dirving@co.morrow.or.us](mailto:dirving@co.morrow.or.us)> writes:

Good afternoon,

Attached for your review is the Oregon Health Authority's seventh amendment for Agreement number 153133. If you have any questions regarding the amendment, please reply to all. The Agenda Cover Sheet for the Board will be prepared for the April 3<sup>rd</sup>, 2019 Board of Commissioners meeting.

Thank you,

**Deanne Irving**  
Staff Accountant  
Morrow County  
PO Box 867  
Heppner, OR 97836  
(541) 676-5615, ext 5312  
[dirving@co.morrow.or.us](mailto:dirving@co.morrow.or.us)



**From:** Briggs Larry O. [<mailto:LARRY.O.BRIGGS@dhsosha.state.or.us>]  
**Sent:** Sunday, March 17, 2019 5:47 PM  
**Subject:** Document for Signature: Document #153133-7 Morrow County

Greetings!

**First of all, to ensure timely processing of your contract/amendment, please reply to confirm receipt of this communication and attachment(s).**

Next, please complete, sign (where required) and return the following: Entire contact amendment (attached)

The signature block below has my return contact information, so feel free to contact me with any questions. Following your signature and return of these documents, OHA will obtain appropriate counter-signatures and then forward the fully executed document(s) to you for your records.

**Important Notice:** DHS and OHA no longer issue checks for contract services and supplies. To receive payments, contractors must enroll in Electronic Funds Transfer (EFT), also known as direct deposit. Enrolling in EFT is as easy as completing the Direct Deposit Authorization Form found at: [https://aixxweb1p.state.or.us/es\\_xweb/DHSforms/Served/me0189.doc](https://aixxweb1p.state.or.us/es_xweb/DHSforms/Served/me0189.doc).

Only one form is required per contractor, regardless of how many contracts you have with DHS or OHA. If you already have EFT set up for any type of payment, please do not send in another form. If you have questions regarding EFT, contact the EFT Coordinator at (503) 945-5710.

Thank you for your prompt attention and response!

**Larry O. Briggs, OPBC, OCAC**  
Contract Specialist  
DHS/OHA Shared Services, OC&P  
[Larry.O.Briggs@state.or.us](mailto:Larry.O.Briggs@state.or.us)  
503-945-6879  
635 Capitol St NE , STE 350  
Salem, OR, 97301



In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to [dhs-oha.publicationrequest@state.or.us](mailto:dhs-oha.publicationrequest@state.or.us) or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

**SEVENTH AMENDMENT TO  
OREGON HEALTH AUTHORITY  
2017-2019 INTERGOVERNMENTAL AGREEMENT FOR THE FINANCING OF  
MENTAL HEALTH, SUBSTANCE USE DISORDERS, AND PROBLEM GAMBLING  
SERVICES AGREEMENT #153133**

This Seventh Amendment to Oregon Health Authority 2017-19 Intergovernmental Agreement for the Financing of Community Mental Health, Substance Use Disorders, and Problem Gambling Services effective as of July 1, 2017 (as amended, the “Agreement”), is entered into, as of the date of the last signature hereto, by and between the State of Oregon, acting by and through its Oregon Health Authority (“OHA”), and **Morrow County** (“County”).

**RECITALS**

WHEREAS, OHA and County wish to modify the Financial Assistance Award set forth in Exhibit C of the Agreement.

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**AGREEMENT**

1. The financial and service information in the Financial Assistance Award are hereby amended as described in Attachment 1 attached hereto and incorporated herein by this reference. Attachment 1 must be read in conjunction with the portion of Exhibit C of the Agreement that describes the effect of an amendment of the financial and service information.
2. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
3. County represents and warrants to OHA that the representations and warranties of County set forth in section 4 of Exhibit F of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
4. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
5. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

IN WITNESS WHEREOF, the parties hereto have executed this amendment as of the dates set forth below their respective signatures.

**6. Signatures.**

**Morrow County**

**By:**

\_\_\_\_\_  
Authorized Signature                      Printed Name                      Title                      Date

**State of Oregon acting by and through its Oregon Health Authority**

**By:**

\_\_\_\_\_  
Authorized Signature                      Printed Name                      Title                      Date

**Approved for Legal Sufficiency:**

Approved by Steven Marlowe, Senior Assistant Attorney General, Department of Justice, Tax and Finance Section, on August 10, 2018; e-mail in contract file.

**OHA Program:**

Approved by Carmen Armendariz on March 8, 2019; e-mail in contract file.

**ATTACHMENT 1**  
**Exhibit C**  
**Financial Assistance Award**

MODIFICATION INPUT REVIEW REPORT

MOD#: A0127  
 CONTRACT#: 153133  
 INPUT CHECKED BY: \_\_\_\_\_ DATE CHECKED: \_\_\_\_\_  
 CONTRACTOR: MORROW COUNTY

SE#	FUND	CODE	CPMS	PROVIDER	EFFECTIVE	SLOT	RATE	OPERATING	STARTUP PART	PART	PAAF	BASE	CLIENT	SP#
					DATES	CHANGE/TYPE		DOLLARS	DOLLARS ABC	IV	CD		CODE	
FISCAL YEAR: 2017-2018														
63	420	-0-		MORROW CO.	7/1/2017 - 6/30/2018	0 /NA	\$0.00	-\$5,645.50	\$0.00	A	1	Y		
63	520	-0-		MORROW CO.	7/1/2017 - 6/30/2018	0 /NA	\$0.00	-\$2,284.50	\$0.00	A	1	Y		
63	520	-0-		MORROW CO.	7/1/2017 - 6/30/2018	0 /NA	\$0.00	\$2,663.76	\$0.00	A	1	Y		
63	STD	-0-		MORROW CO.	7/1/2017 - 6/30/2018	0 /NA	\$0.00	\$5,266.20	\$0.00	A	1	Y		
TOTAL FOR SE# 63								<u>-50.04</u>	<u>\$0.00</u>					
66	421	-0-		MORROW CO.	7/1/2017 - 6/30/2018	0 /NA	\$0.00	-\$1,515.50	\$0.00	A	1	Y		1
66	450	-0-		MORROW CO.	7/1/2017 - 6/30/2018	0 /NA	\$0.00	-\$26,175.00	\$0.00	A	1	Y		1
66	520	-0-		MORROW CO.	7/1/2017 - 6/30/2018	0 /NA	\$0.00	\$24,780.96	\$0.00	A	1	Y		2
66	520	-0-		MORROW CO.	7/1/2017 - 6/30/2018	0 /NA	\$0.00	-\$24,781.00	\$0.00	A	1	Y		1
66	908	-0-		MORROW CO.	7/1/2017 - 6/30/2018	0 /NA	\$0.00	-\$1,172.50	\$0.00	A	1	Y		1
66	STD	-0-		MORROW CO.	7/1/2017 - 6/30/2018	0 /NA	\$0.00	\$28,863.00	\$0.00	A	1	Y		2
TOTAL FOR SE# 66								<u>-50.04</u>	<u>\$0.00</u>					
TOTAL FOR 2017-2018								<u>-50.08</u>	<u>\$0.00</u>					
FISCAL YEAR: 2018-2019														
63	420	-0-		MORROW CO.	7/1/2018 - 6/30/2019	0 /NA	\$0.00	-\$5,645.50	\$0.00	A	1	Y		
63	520	-0-		MORROW CO.	7/1/2018 - 6/30/2019	0 /NA	\$0.00	-\$2,284.50	\$0.00	A	1	Y		
63	520	-0-		MORROW CO.	7/1/2018 - 6/30/2019	0 /NA	\$0.00	\$2,663.78	\$0.00	A	1	Y		
63	STD	-0-		MORROW CO.	7/1/2018 - 6/30/2019	0 /NA	\$0.00	\$5,266.26	\$0.00	A	1	Y		

MODIFICATION INPUT REVIEW REPORT

MOD#: A0127

CONTRACT#: 153133

CONTRACTOR: MORROW COUNTY

INPUT CHECKED BY: \_\_\_\_\_ DATE CHECKED: \_\_\_\_\_

SE#	FUND CODE	PROJ	CFMS PROVIDER	EFFECTIVE DATES	SLOT CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP PART DOLLARS ABC	PART IV	PAAF CD	BASE	CLIENT CODE	SP#
FISCAL YEAR: 2018-2019													
TOTAL FOR SE# 63							\$0.04	\$0.00					
66	421	BASEAD	MORROW CO.	7/1/2018 - 6/30/2019	0 /NA	\$0.00	-\$1,515.50	\$0.00	A	1	Y		1
66	450	BASEAD	MORROW CO.	7/1/2018 - 6/30/2019	0 /NA	\$0.00	-\$26,175.00	\$0.00	A	1	Y		1
66	520	BASEAD	MORROW CO.	7/1/2018 - 6/30/2019	0 /NA	\$0.00	-\$24,781.00	\$0.00	A	1	Y		1
66	520	BASEAD	MORROW CO.	7/1/2018 - 6/30/2019	0 /NA	\$0.00	\$24,781.04	\$0.00	A	1	Y		2
66	908	BASEAD	MORROW CO.	7/1/2018 - 6/30/2019	0 /NA	\$0.00	-\$1,172.50	\$0.00	A	1	Y		1
66	STD	BASEAD	MORROW CO.	7/1/2018 - 6/30/2019	0 /NA	\$0.00	\$28,863.00	\$0.00	A	1	Y		2
TOTAL FOR SE# 66							\$0.04	\$0.00					
TOTAL FOR 2018-2019							\$0.08	\$0.00					
TOTAL FOR A0127 153133							\$0.00	\$0.00					

OREGON HEALTH AUTHORITY  
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: MORROW COUNTY  
DATE: 02/27/2019

Contract#: 153133  
REF#: 007

REASON FOR FAAA (for information only):

Funds are removed and awarded to adjust funding sources.

The following special condition(s) apply to funds as indicated by the special condition number in column 9. Each special condition set forth below may be qualified by a full description in the Financial Assistance Award.

- A0127 1 Special condition A0000-3 in Base Agreement, regarding "A&D 66 Community Behavioral and Addiction Treatment, Recovery & Prevention Services" applies.
- A0127 2 These funds must result in the delivery of A&D 66 Services to a minimum of 89 unduplicated individuals receiving outpatient Services and enrolled in the MOTS system on or after July 1, 2017. Up to 20% of 89 can be provided as Prevention, Education, and Outreach to non-enrolled individuals. Cases without evidence of treatment engagement in the clinical record do not count toward the service delivery requirement, except as listed above for Prevention, Education, and Outreach. Report of Prevention, Education, and Outreach must be submitted quarterly on the form located at <https://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>. Under delivery of Services subject to this financial assistance may result in recovery of funds at the rate of \$1,200 per individual.



**2017-2019 INTERGOVERNMENTAL AGREEMENT  
FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, SUBSTANCE USE  
DISORDERS, AND PROBLEM GAMBLING SERVICES**

**EXHIBIT F  
STANDARD TERMS AND CONDITIONS**

1. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section, neither party waives any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.
2. **Compliance with Law.** Both parties shall comply with laws, regulations and executive orders to which they are subject and which are applicable to the Agreement or to the delivery of Services. Without limiting the generality of the foregoing, both parties expressly agree to comply with the following laws, rules, regulations and executive orders to the extent they are applicable to the Agreement: (a) OAR 943-005-0000 through 943-005-0070, prohibiting discrimination against Individuals with disabilities, as may be revised, and all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws governing operation of Community Mental Health Programs, including without limitation, all administrative rules adopted by OHA related to Community Mental Health Programs or related to client rights; (c) all state laws requiring reporting of Client abuse; and (d) ORS 659A.400 to 659A.409, ORS 659A.145, (e) 45 CFR 164 Subpart C, and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of Services. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including County and OHA that employ subject workers who provide Services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126.
3. **Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that County is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
4. **Representations and Warranties.**
  - a. County represents and warrants as follows:
    - (1) **Organization and Authority.** County is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. County has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.

- (2) **Due Authorization.** The making and performance by County of this Agreement: (a) have been duly authorized by all necessary action by County; (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of County's charter or other organizational document; and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which County is a party or by which County may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement.
  - (3) **Binding Obligation.** This Agreement has been duly executed and delivered by County and constitutes a legal, valid and binding obligation of County, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
  - (4) County has the skill and knowledge possessed by well-informed members of its industry, trade or profession and County will apply that skill and knowledge with care and diligence to perform the Services in a professional manner and in accordance with standards prevalent in County's industry, trade or profession;
  - (5) County shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Services; and
  - (6) County prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.
  - (7) **Services.** To the extent Services are performed by County, the delivery of each Service will comply with the terms and conditions of this Agreement and meet the standards for such Service as set forth herein, including but not limited to, any terms, conditions, standards and requirements set forth in the Financial Assistance Award, applicable Service Description and applicable Specialized Service Requirement.
- b. OHA represents and warrants as follows:
- (1) **Organization and Authority.** OHA has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
  - (2) **Due Authorization.** The making and performance by OHA of this Agreement: (a) have been duly authorized by all necessary action by OHA; (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency; and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which OHA is a party or by which OHA may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by OHA of this Agreement, other than approval by the Department of Justice if required by law.

(3) **Binding Obligation.** This Agreement has been duly executed and delivered by OHA and constitutes a legal, valid and binding obligation of OHA, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

c. **Warranties Cumulative.** The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

5. **Ownership of Intellectual Property.**

a. Except as otherwise expressly provided herein, or as otherwise required by state or federal law, OHA will not own the right, title and interest in any intellectual property created or delivered by County or a Provider in connection with the Services. With respect to that portion of the intellectual property that the County owns, County grants to OHA a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to: (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property; (2) authorize third parties to exercise the rights set forth in Section 5.a.(1) on OHA's behalf; and (3) sublicense to third parties the rights set forth in Section 5.a.(1).

b. If state or federal law requires that OHA or County grant to the United States a license to any intellectual property, or if state or federal law requires that OHA or the United States own the intellectual property, then County shall execute such further documents and instruments as OHA may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or OHA. To the extent that OHA becomes the owner of any intellectual property created or delivered by County in connection with the Services, OHA will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to County to use, copy, distribute, display, build upon and improve the intellectual property.

c. County shall include in its Provider Contracts terms and conditions necessary to require that Providers execute such further documents and instruments as OHA may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.

6. **County Default.** County shall be in default under this Agreement upon the occurrence of any of the following events:

a. County fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein;

b. Any representation, warranty or statement made by County herein or in any documents or reports made in connection herewith or relied upon by OHA to measure the delivery of Services, the expenditure of financial assistance or the performance by County is untrue in any material respect when made;



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

(For BOC Use)
Item #
5

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

Staff Contact: Carla McLane
Department: Planning

Phone Number (Ext): 5055
Requested Agenda Date: 04-03-2019

Short Title of Agenda Item: Code Enforcement Ordinance
Public Hearing #2
(No acronyms please)

This Item Involves: (Check all that apply for this meeting.)
Order or Resolution
Ordinance/Public Hearing:
1st Reading 2nd Reading
Public Comment Anticipated:
Estimated Time: less than 30 minutes
Document Recording Required
Contract/Agreement
Appointments
Update on Project/Committee
Consent Agenda Eligible
Discussion & Action
Estimated Time:
Purchase Pre-Authorization
Other

N/A
Purchase Pre-Authorizations, Contracts & Agreements
Contractor/Entity:
Contractor/Entity Address:
Effective Dates - From: Through:
Total Contract Amount: Budget Line:
Does the contract amount exceed \$5,000? Yes No

Reviewed By:
Carla McLane 04012019 Department Head Required for all BOC meetings
Admin. Officer/BOC Office Required for all BOC meetings
County Counsel \*Required for all legal documents
Finance Office \*Required for all contracts; other items as appropriate.
Human Resources \*If appropriate
\* Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

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

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

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

Attached is the newest DRAFT version of the Code Enforcement Ordinance which includes changes to the weeds listed in Appendices A and B based on comment received from Dave Pranger as well as an option provided in the Chronic Nuisances section between a 200 and 400 foot inclusion area for issues of concern.

As a reminder this version includes the addition of a Chronic Nuisances section, addition of an Environmental Health section, changing references to the County Court to the Board of Commissioners, requested changes to the Weed lists, and other minor changes throughout based on experience using the Ordinance.

The first Public Hearing was held Wednesday, March 20, 2019, at the Port of Morrow Riverfront Center in Boardman, Oregon, meeting the north end public hearing requirement. The second Public Hearing is scheduled for Wednesday, April 3, 2019, to be held at the Bartholomew Building in Heppner, meeting the south end public hearing requirement. Notice of the hearings has been published in both the East Oregonian and the Heppner Gazette. Additionally the Heppner Gazette provided an article informing their readers of the proposed changes. The draft Code Enforcement Ordinance has been posted to the County web site. Distribution of the draft Code Enforcement Ordinance has been accomplished to over 35 individuals that would have an interest in the proposed changes.

**2. FISCAL IMPACT:**

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

The comment period will close at the end of business on Thursday, April 4, 2019. Based on comment received through the public hearing process Planning staff will prepare an adoption ordinance for consideration at the Wednesday, April 10, 2019, regular meeting. We will be looking for direction on the distance options under consideration based on Chief Stokoe's comments at the first public hearing.

Attach additional background documentation as needed.

# The Code Enforcement Ordinance

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## **Section 1. Purpose and Policy**

### Authority

This Ordinance is adopted pursuant to the authority granted to general law counties by ORS Chapter 203 for the purpose of providing procedures to be used in enforcing the Morrow County Code. It is a violation under ORS 203.065 to fail to comply with any provision or requirement of a County ordinance, order, permit approval, consent agreement, enforcement order or state statute which the County has the authority to enforce.

### 1.100 Purpose

The purpose of this Ordinance is to provide for the welfare, safety and health of the citizens of Morrow County by establishing a procedure wherein the ordinances of Morrow County and State Statute can be enforced. In order to ensure timely and uniform enforcement of County ordinances and to maintain public confidence and certainty in County ordinances, it is necessary to enact the enforcement procedures in this Ordinance.

### 1.200 Application

County policies and ordinances to be enforced under this Ordinance are those contained herein and the Morrow County Comprehensive Plan, Zoning Ordinance, Subdivision Ordinance, Solid Waste Management Ordinance to the extent it is not enforced under specific enforcement procedures contained therein, and city comprehensive or development or land use ordinances co-adopted by the County pursuant to a Joint Management Agreement. A violation in any provision in any chapter of a Morrow County Ordinance that does not have an enforcement procedure in that Ordinance to dispose of a violation is subject to this Ordinance.

Except for a violation which unmistakably exists and imminently endangers health or property, a complaint shall be first placed against any applicable permit approved by the County under the Morrow County Zoning Ordinance, Subdivision Ordinance or Solid Waste Management Ordinance. This Ordinance shall apply when the permit language does not address violations relating to the particular complaint.

### 1.300 Other Applications

A violation of an Oregon State Statute (ORS) or Oregon Administrative Rule (OAR) that is not adopted by this Ordinance may be enforced in the manner provided in that statute or rule by a person having lawful authority to enforce such statute or rule.

## Section 2. Definitions

For the purpose of this Ordinance the following definitions apply:

Abandoned vehicle means a vehicle that is disabled, abandoned, parked or left standing unattended upon the right-of-way of any county road, state highway, or upon any street or alley over which Morrow County has jurisdiction, or upon any county property.

Abatement means any action on public or private property and any adjacent property as may be necessary to remove or alleviate a nuisance, including but not limited to, demolition, removal, repair, boarding and securing or replacement of property.

Attractive Nuisance is any negligent action or condition of property which would be both attractive and dangerous to curious children, or attract an infestation.

Chronic Dereliction means whenever a derelict building remains unoccupied for a period in excess of 6 months or a period less than 6 months when the building or portion thereof constitutes an attractive nuisance or hazard to the public.

Chronic Offender means a responsible party who has not complied with an order of the Code Enforcement Officer or Justice of the Peace for any number of violations within twelve consecutive months.

Citation, Complaint & Summons means the official form which charges a person(s) with a violation of a County Ordinance and requires that person to appear before the Court to answer the charges specified.

Code Enforcement File means the public record retained in the Morrow County Sheriff's Office which shall contain all documents, reports, evidence and other information concerning a particular complaint or enforcement action.

Code Enforcement Officer means the person(s) whose primary duties are to conduct code investigations, issue stop work or stop use orders, issue citations, and generally initiate ~~and prosecute~~ enforcement actions under this Ordinance. Enforcement officers have all authority to carry out the purposes of this Ordinance and the provisions of the Code under their authority. These persons may include any law enforcement officer, ~~Morrow County~~ Code Enforcement Officer, Public Health ~~Official, Administrator, or Director~~ Director, Solid Waste Administrator, Building Official, Weed ~~Coordinator/Inspector~~ Control Supervisor, and ~~the Morrow County~~ Planning ~~Official~~ Director.

Complainant means a person(s) who initiates a complaint against another person(s) alleging a violation of a County ordinance which is authorized by a ~~County Court Board of Commissioners~~ order to be enforced under this Ordinance.

Consent Agreement means a written agreement signed by the responsible party(s) (as defined below) and the Code Enforcement Officer stating the specific steps or conditions which the responsible party(s) must take or meet to cure a violation of a County ordinance.

Debris means the remains of something broken down or destroyed, including, but not limited to, scrap metal, paper, plastic or wood, pieces of asphalt, concrete, lumber or other building supplies or yard clippings or cuttings of plant material.

Derelict building means any building, structure, or portion thereof which is unoccupied and meets any of the following criteria or any residential structure which is at least 50% unoccupied and meets any of the following criteria: 1) Has been ordered vacated by a process outlined within this Ordinance; 2) Has been issued a correction notice by a process outlined within this Ordinance; 3) Is unsecured; 4) Is boarded; 5) Has been posted for violation of any portion of this Ordinance more than once in any two year period; or 6) Has, while vacant, had a nuisance abated by the County pursuant to this Ordinance.

Garbage, Trash or Waste means all useless or discarded putrescible and non-putrescible materials, including but not limited to rubbish, refuse, ashes, paper and cardboard, sewage sludge, septic tank and cesspool pumpings or other sludge, useless or discarded commercial, industrial, demolition and construction materials, discarded or abandoned vehicles or parts thereof, discarded home and industrial appliances, manure, vegetable or animal solid and semi-solid materials, dead animals and infectious waste.

Hazardous Vehicle means a vehicle left in a location or condition such as to constitute an immediate threat to the safety of vehicular or pedestrian traffic and as defined in Oregon State Highway Division Administrative Rule OAR 734-020-0147.

Infestation means to be overrun to an unwanted degree or in a troublesome manner, especially as predatory animals, insects, or vermin do.

Invasive Species means an organism that causes ecological or economic harm in a new environment where it is not native.

Junk means broken, discarded or accumulated objects including but not limited to appliances, building supplies, furniture, vehicles, or parts of vehicles. This definition is not meant to include "bone yard" as defined in the Solid Waste Management Plan.

Justice of the Peace (JP) means the elected official in Morrow County who handles minor legal issues such as traffic offenses and code enforcement violations.

Livestock means domestic animals of types customarily raised or kept on a farm for profit or other purposes.

Motor Vehicle means a vehicle that is self propelled or designed for self propulsion.

Noise Nuisance means any sound which a) injures or endangers the safety or health of humans; or b) annoys or disturbs a reasonable person of normal sensitivities.

Noxious Weed means any plant which is determined by the ~~County Court~~ Board of Commissioners to be injurious to public health, crops, livestock, land or other property. (See Appendix A)

Nuisance means any thing, substance, or act that is a threat to the public health, safety, or welfare.

Penalty means a fine assessed according to the schedule set forth in the applicable ordinance(s) against a responsible party(s) upon a finding by the Justice Court that a violation has occurred.

Person means any public or private corporation, local governmental unit, public agency, individual, partnership, association, firm, trust, estate or any other legal entity, contractor, subcontractor or combination thereof.

Person in Control~~Charge~~ of Property means an owner, agent, contract purchaser, lessee, occupant, or other person having possession or control of property.

Place or Property means any premises, room, house, building or structure or any separate part or portion thereof, whether permanent or not, or the ground itself.

Public Safety Officer means a peace officer, Morrow County Code Enforcement Officer, fire prevention inspector, firefighter, or any person who, during an emergency formally declared by the Morrow County~~Court~~ Board of Commissioners, has been deputized by and is acting pursuant to the orders of the Morrow County Sheriff.

Responsible Party/Violator means an owner, title holder, contract seller, contract buyer, possessor or user of the land upon which a violation is occurring, or the person(s) responsible for the action, conduct, or omission which constitutes a violation of a County ordinance, may each be held responsible for a violation of a County ordinance.

Stop Work or Stop Use Order means a formal written order issued by the Code Enforcement Officer or Building Official directing that any work, action or use in violation of a County ordinance, must stop immediately. Such an order must be issued according to the requirements of Section 1442 of this Ordinance.

Street or Roadway means that portion of the road right-of-way developed for vehicular traffic.

Unsafe Building means any building or structure where defects exist to the extent that life, health, property, or safety of the public or its occupants are endangered.

Vehicle means any device in, upon or by which any person or property is or may be transported or drawn upon a public highway and includes vehicles that are propelled or powered by any means.

Violation means an offense created by an ordinance of Morrow County or the State which is punishable by a fine or punishment in addition to a fine but does not provide that the offense is punishable by a term of imprisonment.

Weeds of Economic Importance means weeds which result in economic impact and which are identified by the Weed Advisory Board and approved by ~~County Court~~ Board of Commissioners as appropriate targets for intensive control or eradication as feasible. (See Appendix B)

**Section 3. Jurisdiction**

This Ordinance shall apply within those areas located inside Morrow County which are situated outside the city limits of an incorporated city. The Circuit and Justice Courts for the State of Oregon for the County of Morrow have concurrent jurisdiction over any and all violations of this Ordinance.

## **Section 4. Motor Vehicles**

### **4.100 Abandoned Vehicles**

An abandoned vehicle may be taken into immediate custody and removed by an appropriate authority. The Morrow County Sheriff has all authority to enforce ORS 819.100 - 819.200.

### **4.200 Disposal of Vehicles at the Request of a Person in Lawful Possession (junk slips)**

- A. A person may make a request to the Morrow County Sheriff's Office, or designee, to dispose of a vehicle that is on the private property of the person and that is appraised at a value of \$500.00 or less, as determined by a holder of a certificate issued under ORS 819.230, if the person is in lawful possession of the vehicle. For the purposes of this subsection, a person need not have the certificate of title to be in lawful possession of the vehicle.
- B. When the Sheriff's Office chooses to dispose of a vehicle under Section A above, the Sheriff's Office shall do all of the following:
  - 1. Photograph the vehicle.
  - 2. Verify that the person is in lawful possession of the vehicle.
  - 3. Provide notification on a "junk slip" document recording the vital information of an abandoned or accumulated vehicle to the person requesting the disposal and the Department of Motor Vehicles of all of the following:
    - a. The name and address of the person requesting the disposal;
    - b. The vehicle identification number;
    - c. The appraised value of the vehicle;
    - e. The name and address of the authority disposing of the vehicle.
  - 4. Dispose of the vehicle and its contents to a person who holds a valid dismantler certificate issued under ORS 822.110.
- C. The Sheriff's Office may charge the person requesting the disposal a fee to dispose of the vehicle.
- D. Disposal of a vehicle to a dismantler as provided in this section extinguishes all prior ownership and possessory rights. No title shall further be issued upon the vehicle, including salvage title.
- E. In lieu of submitting ownership or other title documents for the vehicle, the Sheriff's Office may submit to the dismantler a copy of the junk slip notification provided to the Department of Motor Vehicles under subsection B. of this section.

### **4.300 Motor Vehicle Impound**

A police officer who has probable cause to believe that a person, at or just prior to the time the police officer stops the person, has committed an offense described in Oregon Statute may, without prior notice, order the vehicle impounded until a person with right to possession of the vehicle complies with the conditions for release or the vehicle is ordered released by a hearings officer.

### **4.400 Towing and Storage Liens**

The lien that attaches to the vehicle shall be a possessory chattel lien in accordance with ORS 87.142 and shall be foreclosed in the manner provided in ORS 87.152 to 87.212. If the appraised value of the vehicle is \$1,000.00 or less, the vehicle shall be disposed of in the manner provided in ORS 819.220. Evidence regarding market value from any person who deals, trades, buys, or disposes of such vehicles in the ordinary

course of such person's business shall be sufficient to establish market value.

4.500 Suspension of Notice and Hearing Requirements

In all cases where removal, towing or impoundment of any vehicle has been performed by persons engaged in emergency operations after formal declaration of emergency by the Morrow County ~~Court~~ Board of Commissioners, all notice and hearings requirements shall be suspended and held in abeyance until abatement of the conditions creating the emergency reasonably allow for providing notice and hearing.

4.600 Vehicles as attractive nuisances

No person in charge of property may permit, or no person may cause to exist, vehicles or parts thereof, which could cause an attractive nuisance or infestation.

## **Section 5. Nuisances**

### **5.100 Nuisances**

No person in charge of property may permit, or no person may cause to exist, any thing, substance, or act that is an imminent threat to the public health, safety, or welfare. An imminent nuisance may be summarily abated as provided in Section 1240.

### **5.200 General Nuisance**

- A. All accumulation of garbage, waste and debris must be in accordance with the requirements of the Solid Waste Ordinance. No person in charge of property may permit, or no person may cause to exist, accumulation of debris, garbage, junk, or animal excrement that are not removed within a reasonable time, except as follows:
1. junk may be accumulated if authorized by permit or business license.
  2. yard cuttings, other than grass clippings, may be accumulated on property owned or leased by the person for burning at the first available burn season. It is the landowners' responsibility to obtain any required burning permits.
  3. yard cuttings and other organic material may be accumulated on property owned or leased by a person for composting, if maintained in a manner that does not attract vermin and does not produce an offensive odor.
  4. garbage may be accumulated in order to be hauled by a licensed solid waste hauler or to be taken by the person to an authorized depository if the garbage is secured within a fly-proof, rodent-proof, water-tight covered container that is kept clean and in good repair, and is removed within a reasonable time.
  5. animal excrement from livestock may be accumulated for farm or agricultural purposes as long as it does not become a danger to health or safety.
- B. Weeds. The owner or person in charge of property shall not permit the growth, seeding or spreading of weeds as a fire danger. Local Fire Chiefs and Marshals are recognized as the enforcement authority for fire hazards. Additionally, Morrow County is declared a Weed Control District and is further regulated as characterized by Section 119 of this Code.
- C. No person may cause to exist vegetation that:
1. is a hazard to pedestrian use of a public sidewalk or is a hazard to bicycle or vehicular use of a public or private street by impeding passage or vision. The hazards include, but are not limited to:
    - a. Vegetation that encroaches upon, or overhangs lower than 8 feet, a public sidewalk or other pedestrian way, or encroaches upon or overhangs lower than 10 feet, a public or private street.
    - b. Vegetation that impedes motorist, bicyclist or pedestrian views of traffic, traffic signs or signals, street lights or name signs, or other safety fixtures or markings placed in the public way.
  2. is a hazard to the public or property on or near the property where the vegetation is located;
  3. impedes access to or use of any public facility;
  4. obstructs drainage facilities in the public way, including but not limited to roadside ditches, street curbs and gutters, catch basins, or culverts;
  5. has roots that have entered a sewer or water line, main or system, and



that stops, restricts or retards the flow of sewage or water, or damages the pipes or connectors; has roots that have cracked or displaced a sidewalk, curb or street;

6. extends across a property line. Tree and shrub branches or limbs may extend across a property line when by condition or location they do not create a hazard to the health, safety or well-being of the general public.

- D. Trees. The owner or person in charge of property shall not permit shrubs or trees to interfere with the use of a sidewalk or roadway, or obstruct a driver's view of an intersection or of traffic upon streets approaching an intersection, or otherwise create a hazard to the public. Such owner or person in charge of property shall also trim the trees so that the minimum clearance of the overhanging part of the tree is eight feet above the sidewalk and eleven feet above the roadway.
- E. No person in charge of property may permit or no person may cause to exist on private or public property accessible containers with a capacity of more than one cubic foot and a door or lid that locks or fastens when closed and that cannot be easily opened from the inside.
- F. No person in charge of property may permit or no person may cause to exist a well, cistern, cesspool, pit, quarry, excavation, swimming pool, or other hole of a depth of four feet or more, unless;
  - 1. it is fenced or securely covered; or
  - 2. the excavation is part of an authorized construction project and during the course of construction reasonable safeguards are maintained to prevent injury.
- G. No person in charge of property may permit or no person may cause to exist on a sidewalk or public or private street adjacent to the property, any dumping or storage of dirt, sand, rocks, gravel, lawn clippings, bark dust, lumber or other similar material.
- H. No person in charge of a development project may permit, or no driver of a vehicle may cause, any deposit of dirt, mud, lumber or other material or object on any street or sidewalk.
- I. Unlawful Posting of placards.
  - 1. No person may attach or cause to be attached an advertisement, bill, placard, poster or sign upon real or personal property, whether public or private, without first securing permission from the owner or person in control of the property.
  - 2. This section shall not be construed as an amendment to or a repeal of any county development code regulation of the use and location of signs.

5.300 A general nuisance may be abated as provided in Section 114~~0~~.

## **Section 6. Housing as a Public Nuisance**

### **6.100 Authority**

Whenever the County finds that there exists in the County dwellings, buildings or structures which are unfit for human habitation due to unsanitary conditions, dilapidation or other defects detrimental to the public health, welfare and safety of Morrow County residents the County may exercise its authority under State Statute to repair, close or demolish these dwellings in the manner provided in this Section and in State Statute.

For the purposes of aiding the Code Enforcement Officer, the County will, pursuant to this Section, utilize the authority given to the County Public Health Director in ORS 431.150 in all matters pertaining to the public health and the authority given to the Building Official in Oregon Administrative Rule 918-480-0140(5) to revoke a certificate of occupancy of a residential dwelling in violation of applicable law that poses a threat to health and safety. The Fire Chief of an appropriate Fire Protection District will have all authority to enforce the Oregon Fire Code in order to protect the public safety and health of the citizens of Morrow County.

### **6.200 Purpose and Policy**

It is the purpose of this Section to address the matter of concern in the County with particular, although not widespread, instances of unsafe, unsanitary and dilapidated housing that exist and are detrimental to the public health, welfare and safety. It is not the purpose of this Section to constrain rural, isolated dwellings such as cabins built for recreational use but may be applied if such a dwelling is occupied for a full calendar year. It shall be the policy of the County to:

- Endeavor to educate responsible parties when a health and safety issue with housing becomes apparent. It is recognized that not all landlords and tenants are aware of their resources and responsibilities according to Oregon State law.
- Provide clear evidence and health benchmarks as provided by this Section and the expertise, experience and authority of the Code Enforcement Officer, the Public Health Director, the Building Official, Fire Officials and other public officials whose work, training and lawful authority allow for enforcement of health and safety issues.
- Identify and abate chronic violations. Properties that have had ongoing or repeated violations and have been identified as chronic offenders are especially at risk for County action. County actions are meant to encourage property owners to comply. Lack of compliance may lead to additional penalties.

### **6.300 Nuisance Housing Property as a Public Nuisance**

Any structure that is in such a condition as to constitute a public nuisance known to the common law or in equity jurisprudence or whenever any structure has been constructed, exists, or is maintained in violation of any specific requirement or prohibition applicable to such structure provided by the building regulations of Morrow County, the Oregon State Structural Code, the Fire and Life Safety Code, or any local law or ordinance relating to the condition, location, or structure of buildings.

#### **~~6.350~~ A. Dangerous Buildings.**

- A** 1. Whenever the structure has been so damaged by fire, wind, earthquake, or flood or any other cause, or has become so dilapidated or deteriorated as to become:

- a. An attractive nuisance, or
- b. A harbor for vagrants or criminals, or
- c. As to enable persons to resort thereto for the purpose of committing unlawful or immoral acts;
- ~~B~~ 2. Whenever a structure has become chronically derelict;
- ~~E~~ 3. Unsafe buildings and burned or partially burned structures that have become unsafe or dangerous; or
- ~~D~~ 4. When deemed dangerous by the Building Official or local Fire Marshall.

~~6.360 Under the authority provided in Oregon Statute, the County may prohibit the use or occupancy of any property used for the purposes of prostitution, gambling or illegal use of controlled substances.~~

6.400 Benchmarks.

A tenant, property owner, or both, can be considered a Responsible Party for meeting the requirements of this Section. For purposes of this Section, a dwelling unit shall be considered uninhabitable if it substantially lacks any one of the first 7 or a combination of:

- A. As applied to landlord responsibilities:
  - 1. Effective waterproofing and weather protection of roof and exterior walls, including windows and doors;
  - 2. Plumbing facilities which conform to applicable law in effect at the time of installation, and maintained in good working order;
  - 3. A water supply approved under applicable law, which is:
    - a. Under the control of the tenant or landlord and is capable of producing hot and cold running water
    - b. Furnished with appropriate fixtures;
    - c. Connected to a sewage disposal system approved under applicable law; and
    - d. Maintained so as to provide safe drinking water and to be in good working order to the extent that the system can be controlled by the landlord;
  - 4. Adequate heating facilities which conform to applicable law at the time of installation and maintained in good working order;
  - 5. Electrical lighting with wiring and electrical equipment which conform to applicable law at the time of installation and maintained in good working order.
  - 6. Buildings, grounds and appurtenances at the time of the commencement of the rental agreement in every part safe for normal and reasonably foreseeable uses, clean, sanitary and free from all accumulations of debris, filth, rubbish, garbage, rodents and vermin, and all areas under control of the landlord kept in every part safe for normal and reasonably foreseeable uses, clean, sanitary and free from all accumulations of debris, filth, rubbish, garbage, rodents, and vermin;
  - 7. Safety from fire hazards as required by the Oregon Fire Code.
- B. As applied to tenant duties:

18. All areas of the premises kept in every part as clean, sanitary and free from all accumulations of debris, filth, rubbish, garbage, rodents and vermin, as the condition of the premises permits and to the extent that the tenant is responsible for causing the problem.
29. All ashes, garbage, rubbish and other waste disposed of from the dwelling unit in a clean, safe and legal manner.
340. All plumbing fixtures in the dwelling unit kept or used by the tenant as clean as their condition permits.

The tenant shall cooperate to a reasonable extent in assisting the landlord in any reasonable effort to remedy the problem.

#### 6.500 Resolution

Resolution of a violation of this section may be sought as stipulated in Section 1140 Enforcement Procedures in this Ordinance with the following changes:

- A. Discovery.  
A complaint under this section shall be filed for investigation by recommendation to the Code Enforcement Officer or a local Fire Chief.
- B. Investigation and Confirmation.  
An action for enforcement by the Code Enforcement Officer shall be investigated and authorized by at least one authorized public health official as identified in Section 6.100 above. The investigation shall be accomplished either by physical inspection of the property or by inspection of photographic or video evidence of the alleged violation. When a violation of this Section has been confirmed upon this investigation, the public health official(s) shall provide the Code Enforcement Officer with a Confirmation Statement avowing the existence of a public health and safety violation according to the Benchmarks provided in Section 6.400 (Benchmarks) above.
- C. Actions.
  1. The first confirmed violation with respect to location and property owner shall follow the guidelines of Section 1140.100(A) of this Ordinance if Summary Abatement is not warranted. The responsible part(y)ies shall be provided with appropriate education materials as to property owner and/or tenant resources and responsibilities.
  2. Subsequent violations on the same property with the same property owner may meet the definition of chronic offender. The County may utilize an enforcement action most appropriate to the situation in compliance with Section 1140 of this Ordinance. Penalties and Costs will be assessed according to Section 1342 of this Ordinance including recovery in the form of a lien to recover costs and penalties for abatement.
  3. A chronic offender will face additional sanctions, such as citation and County abatement with the requirement to pay the County's costs plus chronic offender percentage penalties as stipulated in the Morrow County Fee Ordinance.

6.600 Inspection and Right of Entry

A. Right of Entry.

A Code Enforcement Officer may enter property, including the interior of structures, at all reasonable times whenever an inspection is necessary to enforce any building regulations, or whenever the Officer has reasonable cause to believe that there exists in any structure or upon any property any condition which would constitute a violation as described in this Section, the Oregon Fire Code or Building Code. In the case of entry into areas of property that are plainly enclosed to create privacy and prevent access by unauthorized persons, the following steps shall be taken:

1. Occupied Property. If any structure on the property is occupied, the Code Enforcement Officer shall first present proper credentials and request entry. If entry is refused, the Code Enforcement Officer may obtain entry by obtaining an inspection warrant;

2. Unoccupied Property.

a. If the property is unoccupied, the Code Enforcement Officer shall contact the property owner, or other persons having charge or control of the property, and request entry. If entry is refused, the Code Enforcement Officer may obtain entry by obtaining an inspection warrant.

b. If structures on the property are unoccupied, the Code Enforcement Officer shall first make a reasonable attempt to locate the owner or other persons having charge or control of the property and request entry. If entry is refused, the Code Enforcement Officer may obtain entry by obtaining an inspection warrant; or

B. Grounds for Issuance of Inspection Warrants; Affidavit.

1. Affidavit. An inspection warrant shall be issued only upon cause, supported by affidavit, particularly describing the applicant's status in applying for the warrant, the statute, ordinance or regulation requiring or authorizing the inspection or investigation, the property to be inspected or investigated and the purpose for which the inspection or investigation is to be made including the basis upon which cause exists to inspect. In addition, the affidavit shall contain either a statement that entry has been sought and refused, or facts or circumstances reasonably showing that the purposes of the inspection or investigation might be frustrated if entry were sought without an inspection warrant.

2. Cause. Cause shall be deemed to exist if reasonable legislative or administrative standards for conducting a routine, periodic or area inspection are satisfied with respect to any building or upon any property, or there is probable cause to believe that a condition of nonconformity with any building regulation exists with respect to the designated property, or an investigation is reasonably believed to be necessary in order to discover or verify the condition of the property for conformity with building regulations.

C. Procedure for Issuance of Inspection Warrant.

1. Examination. Before issuing an inspection warrant, the Justice of the Peace may examine under oath the applicant and any other witness and shall be satisfied of the existence of grounds for granting such application.

2. Issuance. If the Justice of the Peace is satisfied that cause for the inspection

or investigation exists and that the other requirements for granting the application are satisfied, the Justice of the Peace shall issue the warrant, particularly describing the person or persons authorized to execute the warrant, the property to be entered and the purpose of the inspection or investigation. The warrant shall contain a direction that it be executed on any day of the week between the hours of 8:00 a.m. and 6:00 p.m., or where the Justice of the Peace has specially determined upon a showing that it cannot be effectively executed between those hours, that it be executed at any additional or other time of the day or night.

3. Police Assistance. In issuing an inspection warrant on unoccupied property, the Justice of the Peace may authorize any peace officer, as defined in Oregon Revised Statutes, to enter the described property to remove any person or obstacle and assist the Code Enforcement Officer(s) inspecting the property in any way necessary to complete the inspection.

#### D. Execution of Inspection Warrants

1. Occupied Property. Except as provided in paragraph 2. below, in executing an inspection warrant, the person authorized to execute the warrant shall, before entry into the occupied premises, make a reasonable effort to present the person's credentials, authority and purpose to an occupant or person in possession of the property designated in the warrant and show the occupant or person in possession of the property the warrant or a copy thereof upon request.

2. Unoccupied Property. In executing an inspection warrant, the person authorized to execute the warrant need not inform anyone of the person's authority and purpose, as prescribed in paragraph 1. above, but may promptly enter the property if it is at the time unoccupied or not in the possession of any person or at the time reasonably believed to be in such condition. In such case a copy of the warrant shall be conspicuously posted upon the property.

3. Return. An inspection warrant must be executed within 10 working days of its issue and returned to the Justice of the Peace by whom it was issued within 10 working days from its date of execution. After the expiration of the time prescribed by this subsection, the warrant unless executed is void.

#### 6.700 Appeals

Appeals of Code Enforcement decisions shall be made to the Morrow County ~~Court~~Board of Commissioners, which will act as an advisory and appeals board. A written appeal must be filed with the Planning Department within 20 days after the day of the decision, notice or order was served. An application for appeal shall be based on a claim that the true intent of this Section or the rules legally adopted thereunder have been incorrectly interpreted, the provisions do not fully apply, or the requirements are adequately satisfied by other means. The ~~County Court~~Board of Commissioners shall meet to hear an appeal upon notice from the Planning Director within 20 days of the filing of an appeal at a separate hearing or at a regularly scheduled ~~County Court Board of Commissioners~~ hearing. All appeal hearings shall be open to the public. The appellant, the appellant's representative, the Code Enforcement Officer and any person whose interests are affected shall be given an opportunity to be heard. The ~~County Court Board of Commissioners~~ shall modify or reverse the decision of the Code Enforcement Officer only by a concurring vote of a majority of the ~~County Court~~Board of Commissioners and upon consultation with the public health officials responsible for signing the original Confirmation Statement stipulated in this 6.500(B) of this Section.

Appeals of notice and orders (other than imminent danger notices) shall stay the enforcement of the notice and order until the appeal is heard by the Board of Commissioner ~~County Court~~. The Code Enforcement Officer shall take immediate action in accordance with the decision of the ~~County Court~~ Board of Commissioners.

## Section 7. Chronic Nuisances

### 7.100 Definitions

Chronic Nuisance Property is defined as:

- A. Property on which three or more Nuisance Activities exist or have occurred during any thirty (30) day period; or,
- B. Property on which or within [200] [400]\* feet of which any Person Associated With the Property has engaged in three or more Nuisance Activities during any thirty (30) day period; or,
- C. Property which, upon request for execution of a search warrant, has been the subject of a determination by a court that probable cause that possession, manufacture, or delivery of a controlled substance or related offenses as defined in the Oregon Revised Statutes has occurred within the previous thirty (30) days, and the Morrow County Sheriff has determined that the search warrant was based on evidence of continuous or repeated Nuisance Activities at the Property; or,
- D. Property on which continuous or repeated Nuisance Activities as defined in this chapter exist or have occurred.

### 7.200 Nuisance Activities

Any of the following activities, behaviors, or conduct:

- A. Harassment as defined in the Oregon Revised Statutes.
- B. Intimidation as defined in the Oregon Revised Statutes.
- C. Disorderly Conduct as defined in the Oregon Revised Statutes.
- D. Assault or Menacing as defined in the Oregon Revised Statutes.
- E. Sexual Abuse, Contributing to the Delinquency of a Minor, or Sexual Misconduct as defined in the Oregon Revised Statutes.
- F. Public Indecency as defined in the Oregon Revised Statutes.
- G. Prostitution or related offenses as defined in the Oregon Revised Statutes.
- H. Alcoholic liquor violations as defined in the Oregon Revised Statutes.
- I. Offensive Littering as defined in the Oregon Revised Statutes.
- J. Criminal Trespass as defined in the Oregon Revised Statutes.
- K. Theft as defined in the Oregon Revised Statutes.
- L. Arson or related offenses as defined in the Oregon Revised Statutes.
- M. Possession, Manufacture, or Delivery of a Controlled Substance or related offenses as defined in the Oregon Revised Statutes.
- N. Illegal Gambling as defined in the Oregon Revised Statutes.
- O. Criminal Mischief as defined in the Oregon Revised Statutes.
- P. Any attempt to commit (as defined in the Oregon Revised Statutes), any of the above activities, behaviors or conduct.

### 7.300 Violation

- A. Any Property determined by the Morrow County Sheriff to be Chronic Nuisance Property is in violation of this Chapter and subject to its remedies.
- B. Any Person in Control of Property determined by the Morrow County Sheriff to be a Chronic Nuisance Property is in violation of this Chapter and subject to its remedies.

### 7.400 Procedures

- A. When the Morrow County Sheriff receives two or more police reports documenting the occurrence of Nuisance Activities on or within 200 feet of a



Property, the Morrow County Sheriff shall independently review such reports to determine whether they describe the activities, behaviors or conduct enumerated under this chapter. Upon such a finding, the Morrow County Sheriff may notify the Person in Control in writing that the Property is in danger of becoming Chronic Nuisance Property. The notice shall contain the following information:

1. The street address or a legal description sufficient for identification of the Property.
  2. A statement that the Morrow County Sheriff has information that the Property may be Chronic Nuisance Property, with a concise description of the Nuisance Activities that exist, or that have occurred. The Morrow County Sheriff shall offer the Person in Control an opportunity to propose a course of action that the Morrow County Sheriff agrees will abate the Nuisance Activities giving rise to the violation.
  3. Demand that the Person in Control respond to the Morrow County Sheriff within ten (10) days to discuss the Nuisance Activities.
- B. When the Morrow County Sheriff receives a police report documenting the occurrence of additional Nuisance Activity on or within 200 feet of a Property after notification as provided by this chapter; or, in the case of Chronic Nuisance Property as defined in this chapter, for which notice is not required, the Morrow County Sheriff shall notify the Person in Control in writing that the Property has been determined to be a Chronic Nuisance Property. The notice shall contain the following information:
1. The street address or a legal description sufficient for identification of the Property.
  2. A statement that the Morrow County Sheriff has determined the Property to be Chronic Nuisance Property with a concise description of the Nuisance Activities leading to his/her determination.
  3. Demand that the Person in Control respond within ten (10) days to the Morrow County Sheriff and propose a course of action that the Morrow County Sheriff agrees will abate the Nuisance Activities giving rise to the violation.
  4. Service shall be made either personally or by first class mail, postage prepaid, return receipt requested, addressed to the Person in Control at the address of the Property determined to be a Chronic Nuisance Property, or such other place which is likely to give the Person in Control notice of the determination by the Morrow County Sheriff.
  5. A copy of the notice shall be served on the owner at the address shown on the tax rolls of the county in which the Property is located, and/or the occupant at the address of the Property, if these Persons are different than the Person in Control, and shall be made either personally or by first class mail, postage prepaid.
- C. If the Person in Control fails to respond as required, the Morrow County Sheriff may refer the matter to the Morrow County Board of Commissioners and the County Counsel. Prior to referring the matter to the Morrow County Board of Commissioners and the County Counsel, the notice shall also be posted at the property.
- D. If the Person in Control responds as required and agrees to abate Nuisance Activities giving rise to the violation, the Morrow County Sheriff may postpone referring the matter to the Morrow County Board of Commissioners and the County Counsel. If an agreed course of action does not result in the abatement of the Nuisance Activities within sixty (60) days; or, if no agreement concerning

abatement is reached within sixty (60) days, the Morrow County Sheriff may refer the matter to the Morrow County Board of Commissioners and the County Counsel.

- E. When a Person in Control makes a response to the Morrow County Sheriff as required any conduct or statements made in connection with the furnishing of that response shall not constitute an admission that any Nuisance Activities have occurred or are occurring. This Subsection does not require the exclusion of any evidence which is otherwise admissible or offered for any other purpose.
- F. The failure of any Person to receive notice as provided by shall not invalidate or otherwise affect the proceedings under this Chapter.

#### 7.500 Commencement of Actions; Remedies; Burden of Proof

- A. The Morrow County Board of Commissioners may authorize the County Counsel to commence legal proceedings in the Circuit Court or Justice Court to abate Chronic Nuisance Property and seek closure, the imposition of civil penalties against any or all of the Persons in Charge thereof, and, any other relief deemed appropriate.
- B. If the Court determines Property to be Chronic Nuisance Property, the Court shall order that the Property be closed and secured against all unauthorized access, use and occupancy for a period of not less than six (6) months, nor more than one (1) year. The order shall be entered as part of the final judgment. The Court shall retain jurisdiction during any period of closure.
- C. If the Court determines a Property to be Chronic Nuisance Property, the Court may impose a civil penalty of up to \$100 per day for each day Nuisance Activities occurred on the Property; or, the cost to the County to abate the Nuisance Activities at the Property whichever is greater. The amount of the civil penalty shall be assessed against the Person in Control and/or the Property and may be included in the County's money judgment.
- D. If satisfied of the good faith of the Person in Control, the Court shall not award civil penalties if the Court finds that the Person in Control at all material times could not, in the exercise of reasonable care or diligence, determine that the Property had become Chronic Nuisance Property.
- E. In establishing the amount of any civil penalty, the Court may consider any of the following factors and shall cite those found applicable:
  - 1. The actions taken by the Person in Control to mitigate or correct the Nuisance Activities at the Property;
  - 2. The financial condition of the Person in Control;
  - 3. Repeated or continuous nature of the problem;
  - 4. The magnitude or gravity of the problem;
  - 5. The cooperation of the Person in Control with the County;
  - 6. The cost to the County of investigating and correcting or attempting to correct the Nuisance Activities;
  - 7. Any other factor deemed relevant by the Court.
- F. The County shall have the initial burden of proof to show by a preponderance of the evidence that the Property is Chronic Nuisance Property.
- G. Evidence of a Property's general reputation and/or the reputation of persons residing in or frequenting it shall be admissible.

#### 7.600 Summary Closure

Any summary closure proceeding shall be based on evidence showing that Nuisance Activities exist or have occurred on the Property and that emergency action is necessary to avoid an immediate threat to public welfare and safety. Proceedings to obtain an

order of summary closure shall be governed by the provisions of the Oregon Rules of Civil Procedure for obtaining temporary restraining orders. In the event of summary closure, the County is not required to comply with the notification procedures set forth in this Chapter.

7.700 Enforcement

The Court may authorize the County to physically secure the Property against all unauthorized access, use or occupancy in the event that the Person in Control fails to do so within the time specified by the Court. In the event that the County is authorized to secure the Property, the County shall recover all costs reasonably incurred by the County to physically secure the Property as provided by this Section. The County shall prepare a statement of costs and the County shall thereafter submit that statement to the Court for its review as provided by the Oregon Rules of Civil Procedure.

A lien shall be created against the Property for the amount of the Counties money judgment. Judgments imposed by this Chapter shall bear interest at the statutory rate.

7.800 Attorney Fees

The Court may, in its discretion, award attorneys' fees to the prevailing party.

\*200 feet was originally proposed, however 400 feet should be considered based on comment

## **Section 87. Noise as a Public Nuisance**

### **87.100 Prohibited Acts**

It shall be unlawful for any person to create, assist in creating, permit, continue or permit the continuance of any loud, disturbing or unnecessary noise in the County. The following acts are declared to be violations of this Section, but such enumerations shall not be deemed to be exclusive:

- A. Any loud and continuing noise that obstructs the free use of property so as to essentially interfere with the reasonable comfort and enjoyment of life and property.
- B. Noise made between the hours of eleven o'clock (11:00) PM and seven o'clock (7:00) AM, and is one of the following:
  - 1. Constant for at least five (5) minutes; or
  - 2. Repeated at least three (3) times during a thirty (30) minute time period.
- C. Noise that is plainly audible within a dwelling unit one hundred feet (100') or more away from the source of the noise, including the use of domestic power tools, construction work, noise created by dogs, or any similar offensive noise from any building used as a private residence, apartment house, rooming house, or hotel between the hours of eleven o'clock (11:00) PM and seven o'clock (7:00) AM.
- D. A continuing offense, which shall be one in which the sound constituting the violation occurs without substantial break for a period of twenty-four (24) hours or more.

### **87.200 Exceptions**

The following acts are exceptions in this Chapter:

- A. Noise emanating from aircraft, railway locomotives, military operations, energy facilities, and farm equipment and operations.
- B. Noise created by the normal operation of construction, road work, road repair, drilling or demolition work that occurs between the hours of six o'clock (6:00) AM and ten o'clock (10:00) PM.
- C. Noise created by a community outdoor activity or event conducted on public or private parks, playgrounds, and public or private school grounds .
- D. When an alleged noise nuisance is the result of an activity allowed by a permit issued by an authority of the State or Federal jurisdiction, the nuisance shall be enforced under the provisions and conditions of that particular permit.
- E. Noise caused by the performance of emergency work, emergency alarms, or by the ordinary and accepted use of emergency apparatus and equipment.

### **87.300 Penalties**

In addition to other remedies provided by this Ordinance, a violation may be enjoined by a civil action pursuant to Oregon Statute as described in Section 1542 of this Code.

Violations of Oregon Administrative Rule 340-035 Noise Control Regulations are not enforced under this code enforcement ordinance.

**Section 98. Dogs as a Public Nuisance and Animal Neglect**

**98.100 Establishment of a Dog Control District**

Morrow County is hereby declared a Dog Control District. The Morrow County ~~Court~~ Board of Commissioners shall act as the Dog Control District Board of Supervisors. The Code Enforcement Officer shall be the dog control officer and will provide for administration and enforcement of a dog control program.

**98.200 Dogs as a Nuisance**

A. —A dog is a public nuisance if it:

- 1. Chases persons or vehicles on premises other than premises from which the keeper of the dog may lawfully exclude others;
- 2. Damages or destroys property of persons other than the keeper of the dog;
- 3. Scatters garbage on premises other than premises from which the keeper of the dog may lawfully exclude others;
- 4. Trespasses on public or private property of persons other than the keeper of the dog;
- 5. Disturbs any person by frequent or prolonged noises;
- 6. Is a female in heat and running at large; or
- 7. Any dog running at large; or
- 8. Is a menacing or potentially dangerous dog, but is not a dangerous dog as defined in Oregon Statute

B. Any person who has cause to believe a keeper is maintaining a dog that is a public nuisance may complain, either orally or in writing, to the County. The receipt of any complaint is sufficient cause for the County to investigate the matter and determine whether the keeper of the dog is in violation of this Section.

C. A law enforcement officer or dog control officer may cite a keeper, impound a dog, or both if the dog is found running at large as a nuisance as described in 8.200(A) above.

**98.300 Owner Responsibility**

A. All dogs shall be kept within the real property limits of the keeper of the dog and under control of the responsible person, or contained with a fence that maintains control of the animal. While off the property of the keeper of the dog, a dog must be on a leash or lead under control of a responsible person or be contained within a portable kennel. If the dog has been determined by the law enforcement officer or dog control officer to be a public nuisance consistent with the definition in 8.200(A) above, restraint shall mean contained within a dog run or kennel, inside a secure structure, or leashed and muzzled when off the premises or the premises occupied by the keeper of the dog.

B. Any dog determined by the County to be a menacing dog or a public nuisance shall be confined by the keeper of the dog, within a secure building, secure kennel or dog run. Whenever off the premises the dog shall be securely muzzled and leashed or muzzled and caged whenever off the premises of the keeper of the dog.

C. No dog shall be allowed to cause a nuisance. The keeper of every dog shall be held responsible for every behavior of such dog under the provisions of this Section and State law.

98.400 Dogs and Livestock

- A. The owner of any livestock which has been damaged by being injured, chased, wounded or killed by any dog shall have a cause of action against the owner of such dog for the damages resulting therefrom, including double the value of any livestock killed and double the amount of any damage to the livestock.
- B. If one or more of several dogs owned by different persons participate in damaging any livestock, the owners of the respective dogs shall be jointly and severally liable under this section. The owners of dogs jointly or severally liable under this section have a right of contribution among themselves. The right exists only in favor of an owner who has paid more than the pro rata share of the owner, determined by dividing the total damage by the number of dogs involved, of the common liability, and the total recovery of the owner is limited to the amount paid by the owner in excess of the pro rata share of the owner.
- C. Any dog, whether licensed or not, which, while off the premises owned or under control of its owner, kills, wounds, or injures any livestock not belonging to the master of such dog, is a public nuisance and may be killed immediately by any person. This regulation does not apply to any dog acting under the direction of its master, or the agents or employees of such master.
- D. If any dog, not under the control of its owner or keeper, is found chasing or feeding upon the warm carcass of livestock not the property of such owner or keeper it shall be deemed, prima facie, as engaged in killing, wounding or injuring livestock.
- E. No person shall kill any dog for killing, wounding, injuring or chasing chickens upon a public place or highway.

98.500 Impounding certain dogs; procedure for county disposition of impounded dogs; impoundment fees and costs; release of dog.

- A. A law enforcement officer or dog control officer may cite a keeper, impound a dog, or both if the dog is a public nuisance as described above; or the officer has probable cause to believe that the dog is a dangerous dog as defined in ORS 609.098.
- B. All dogs impounded under this section shall be held in an adequate and sanitary pound to be provided by the county governing body from the general fund or out of funds obtained from dog licenses and from the redemption of dogs so impounded. However, in lieu of the establishment of a dog pound, the county governing body may contract for the care of the dogs. Unless claimed by its keeper, a dog shall be impounded for at least three days if the dog is without a license or identification tag and for at least five days if it has a license or identification tag. A reasonable effort shall be made to notify the keeper of a dog before the dog is removed from impoundment.
- C. Unless the ~~dog control board or~~ county governing body provides otherwise, if the keeper appears and redeems the dog, the keeper shall pay a fee for each subsequent impoundment, pay the expense of keeping the dog during the time it was impounded, and obtain necessary immunizations. Fees will be in accordance with the current Morrow County Fee Schedule.
- D. In addition to any payment required pursuant to subsection C. of this section, ~~a dog control board or~~ the county governing body may require as a condition for redeeming the dog that the keeper agree to reasonable restrictions on the keeping of the dog including, but not limited to 8.300(B) of this section (Owner Responsibility). The keeper must pay the cost of complying with the reasonable restrictions. As used in this subsection, "reasonable restrictions" may include, but

is not limited to, sterilization.

- E. A keeper of a dog maintains a public nuisance if the keeper fails to comply with reasonable restrictions imposed under subsection D. of this section or if a keeper fails to provide acceptable proof of compliance to the ~~dog control board or~~ county governing body on or before the 10th day after issuance of the order imposing the restrictions. If the board or governing body finds the proof submitted by the keeper unacceptable, the board or governing body shall send notice of that finding to the keeper no later than five days after the proof is received.
- F. The ~~dog control board or~~ county governing body may release the dog to a responsible person upon receiving assurance that the person will properly care for the dog, including providing necessary immunizations, and upon payment of a sum established by the county governing body plus cost of keep during its impounding, and purchase of a license if required. The person shall thereafter be the keeper of the dog for purposes of ORS 609.035 to 609.110.
- G. If the keeper of a dog is not charged with violating ORS 609.095 (2) or (3) or ORS 609.098, and the ~~dog control board or~~ county governing body finds that the dog has menaced or chased a person when on premises other than the premises from which the keeper may lawfully exclude others or has bitten a person, the ~~dog control board or~~ county governing body may order that the dog be killed in a humane manner. Before ordering that the dog be killed, the board or governing body shall consider the factors described in ORS 609.093 and issue written findings on those factors. Notwithstanding ORS 34.030, if the disposition order issued by the board or governing body provides that the dog is to be killed, a petition by the keeper for a writ of review must be filed no later than the 10th day after the ~~dog control board or~~ county governing body sends notice of the order to the keeper. Notwithstanding ORS 19.270, 19.330 and 34.070, the order for the killing of the dog may not be carried out during the period that the order is subject to review or appeal. If the dog is not killed, the board or governing body may impose reasonable restrictions on the keeping of the dog. The keeper must pay the cost of complying with the reasonable restrictions. If no keeper appears to redeem a dog within the allotted time or the keeper of the dog is not able or willing to comply with the required restrictions, the dog may be surrendered to the County.
- H. If the keeper of a dog is charged with violating ORS 609.095 (2) or (3) or 609.098, upon conviction of the keeper the court may determine the disposition of the dog as provided under ORS 609.990 up to and including euthanization.
- I. Notwithstanding subsections B., C., F., G. and H. of this section, any dog impounded for biting a person shall be held for at least 10 days before redemption or destruction to determine if the dog is rabid.
- J. Notwithstanding subsections B. and C. of this section, if the keeper is charged with violating ORS 609.098, the dog shall be kept in impoundment pending resolution of the charges. A court may order the keeper to post a deposit with the ~~dog control board or~~ county governing body to cover the cost of keeping the dog in impoundment. If the keeper is convicted of violating ORS 609.098, the court may order the deposit forfeited to the board or governing body.
- K. ~~A dog control board or~~ The county governing body may impose lesser fees or penalties under subsections C. and F. of this section for certain senior citizens under certain circumstances.
- L. The county governing body may euthanize the dog if not claimed within 30 days.

**98.600 Animal Abuse, Neglect and Abandonment**

A person who commits a crime of animal abuse, neglect or abandonment shall be subject to the provisions of ORS 167.310 through 390.

**98.700 Nuisance Dog Penalties**

Fines and Penalties shall be paid in accordance with the Morrow County Fee Schedule and ORS 609.162, 163,166, and 990. In addition to any fine or sentence imposed under this section, a court may order a person who keeps a nuisance dog as set forth in Section 89.200 above to pay restitution for any physical injury, death or property damage caused by the dog as a result of the keeper's violation. The court may also order the person to pay the cost of keeping the dog in impoundment.



## **Section 10. Environmental Health**

### **10.100 Purpose**

It is the purpose of this Section to implement the County's authority to enforce the environmental health programs delegated to Umatilla County by the State of Oregon for Onsite Septic Systems, Food Service Facilities, Tourist Facilities, and Pool Facilities.

### **10.200 Adoption**

- A. Except as specifically provided herein, all administrative rules which are duly existing and adopted by the Environmental Quality Commission of the state of Oregon, and the Department of Environmental Quality on <date of adoption of MOA>, pursuant to ORS 454.605 through 454.780, including appendices, are adopted as regulations by Morrow County and shall have full force and effect as law in Morrow County. These rules include OAR 340-012-0060. The Administrative Rules are adopted as part of this Section and are incorporated into this Section by this reference. Violations of this Section shall be measured by the technical and other standards found in said rules.
- B. The following Oregon State Statutes and Administrative Rules are adopted as part of this Section and are incorporated into this Section by this reference:
1. Restaurants and Bed and Breakfast Facilities (including limited service restaurants, and temporary restaurants): ORS 624.010 to 624.035, 624.060 to 624.110, 624.130 and 624.992 and Administrative Rules adopted by the Department of Human Services (or its successor agency) pursuant to those statutes, including OAR Chapter 333, Divisions 150, 157, 158, 160, and 170.
  2. Commissaries, mobile units and vending machines (including warehouses): ORS 624.310 to 624.440, and 624.992, and Administrative Rules adopted by the Department of Human Services (or its successor agency) pursuant to those statutes, including OAR Chapter 333, Division 162.
  3. Tourist Facilities (including travelers' accommodations, hostels, picnic parks, recreation parks, and organizational camps): ORS 446.310 to 446.320, 446.322 to 446.349, and Administrative Rules adopted by the Department of Human Services (or its successor agency) pursuant to those statutes, including OAR Chapter 333, Divisions 29, 30, and 31.
  4. Pool Facilities (including public swimming pools, public spa pools, public wading pools, and bathhouses): ORS 448.005 to 448.060, 448.095 to 448.100, and Administrative Rules adopted by the Department of Human Services (or its successor agency) pursuant to those statutes, including OAR Chapter 333, Divisions 60 and 62.
  5. Administrative Procedures: ORS 183.310, 183.413, to 183.502, and 183.745, and OAR 333-012-0050 to 333-012-0070, and 137-003-0001 to 137-003-0092.

### 10.300 Permits Required

- A. All proposed or approved sewage facilities shall comply with all applicable provisions of Oregon Revised Statutes and rules and regulations of the Oregon Department of Environmental Quality.
- B. Except as specifically provided in the rules, it is unlawful and a violation of this Section to:
  - 1. Begin construction, installation, or development of any system without first obtaining a construction installation permit from the county;
  - 2. Place into service, change use of, or increase the projected daily sewage flow into an existing system without obtaining either an authorization notice or alteration permit, as appropriate, from the county;
  - 3. Repair a system without first obtaining a repair permit from the county, except that emergency repairs may be made when sewage is backing up into a dwelling or commercial facility, or when there is a broken sewer pipe and immediate action is necessary provided that a permit is obtained within three days after the emergency repairs are begun.

### 10.400 Violations

It is unlawful and a violation of this Section for any person to:

- A. No person shall construct a subsurface sewage disposal system except in compliance with ORS Chapter 454 and rules promulgated under that Chapter.
- B. No person shall habitate on or utilize land except in compliance with ORS Chapter 454 and rules promulgated thereunder.
- C. Fail to treat or dispose of any sewage as required by this chapter;
- D. Discharge untreated or partially treated sewage or septic tank effluent directly or indirectly onto the ground surface or into any public waters;
- E. Connect any plumbing fixture from which sewage is or may be discharged into any sewage disposal system that has not been approved by the county;
- F. Obstruct, cover, modify the soil covering or otherwise affect a system replacement area without first obtaining approval from the county;
- G. Fail to abandon an on-site system, including a septic tank and system, when required to under the rules or fail to comply with the procedures and requirements for proper abandonment as provided by the rules;
- H. Backfill or cover, connect to or use, any system without first obtaining a certificate of satisfactory completion of construction, installation, repair or alteration unless issuance of the certificate has been waived by operation of law or otherwise;
- I. Fail to meet requirements for satisfactorily complying with any correction notice within the time required;
- J. Use any materials that do not comply with standards for on-site systems set forth in the rules;
- K. Falsify or fail to provide any information requested by the county of any applicant for a permit, variance or hardship relief with the intent to evade or circumvent the procedures or standards established for regulation of on-site systems;
- L. Fail to comply with the terms or conditions of any permit including the duties imposed on permit holders by the rules.

10.500 Public Nuisance

Any facility that is operated in violation of this Section is a public nuisance and dangerous to health and may be abated or enjoined in any manner provided by law.

10.600 Updates to Statutes and/or Rules

All amendments to the Oregon Revised Statutes and Oregon Administrative Rules adopted and incorporated into this Section shall automatically be adopted into this Section as well, with the same effective dates as that set forth in such amended statutes and rules.

10.700 Remedies Not Exclusive

None of the remedies available to Morrow County as set forth in this Section are exclusive. Nothing in this Section shall preclude any remedy otherwise available to Morrow County, either in law or equity, including enforcement under Section 12 of this Ordinance.

10.800 Delegation

The Umatilla County Health Public Administrator is delegated the authority to carry out the provisions of this Section, including those available to Director of Human Services (or its successor position title) under the Oregon Revised Statutes and Oregon Administrative Rules.

The Public Health Administrator shall administer the programs necessary to enforce the rules adopted by the Oregon Department of Human Services.

**Section 119. Weed Control**

**119.100 Establishment of a Weed Control District**

Morrow County is hereby declared a Weed Control District. The Morrow Soil and Water Conservation District shall act as the Weed Advisory Board. The Morrow County Weed ~~Supervisor shall be the weed inspector and~~ **Coordinator/Inspector** will provide for administration and enforcement of a weed control program as outlined in Oregon Statute.

**119.200 Weeds Considered Noxious or of Economic Importance**

- A. A weed is a noxious weed if it:
  - 1. Is recognized by the ~~County Court Board of Commissioners~~ as an imminent and continuous threat to natural resources, watershed health, livestock, wildlife, land, and agricultural products.
  - 2. Has the potential for widespread infestation.
  - 3. Is not native to the State of Oregon
- B. The weed **Coordinator/Inspector** shall administer and enforce management and control of noxious weeds and weeds of economic importance, when feasible, with control practices selected and applied to achieve desired weed management objectives in a manner that minimizes risks to human health, non-target organisms, native fish and wildlife, watersheds, and the environment.

**119.300 Property Owner Responsibility**

- A. Each person, firm, or corporation owning or occupying land within the district shall destroy or prevent the spread or seeding of any noxious weed by the use of the best means at hand and within a time deemed reasonable, except that no weed declared noxious shall be permitted to produce seed.
- B. Persons operating or having control of any threshing machinery, clover huller, hay baler, seed cleaning or treating machinery or other machinery shall thoroughly clean it before moving it over any public road or from one farm to another. All hay, straw or other crop residue infested with noxious weeds having partially or fully formed seeds shall not be moved from the land on which it was grown.

**119.400 Weed inspector right of entry; service of notice to eradicate weeds; department or district control measures.**

- A. The weed **Coordinator/Inspector** shall have access to the land within the district.
- B. When provisions of Oregon Statute are not being complied with, the weed **Coordinator/Inspector** or code enforcement officer shall serve a written notice to the owner or occupant of the land. When the weed **Coordinator/Inspector** or code enforcement officer is unable to serve the notice personally, the notice shall be posted and two (2) copies thereof in three (3) conspicuous places on the land. The notice shall contain:
  - a. The date of service or posting of notice.
  - b. The name of the weed or weeds growing on the land, and a statement setting forth that the weeds must be destroyed or must be prevented from producing seed within a specified time of not less than two (2) days or more than 20 days, to be established by the inspector, from the date of service of the notice.
- C. The service of notice as provided in subsection (B) of this section imposes a requirement on the owner or occupant of the land to destroy or prevent the weeds from seeding or spreading during the continuation of ownership or

occupancy of the land or until the district is dissolved. A copy of the notice, together with proof of service indorsed thereon, shall be filed with the ~~Board of Commissioners~~ county court.

- D. Notwithstanding subsection (B) of this section, with permission of the owner or occupant of land, employees of the State Department of Agriculture, or of designated weed control districts, may enter the land to identify noxious weeds and to implement or provide for the implementation of integrated noxious weed control measures, including but not limited to the application of pesticides to the land. The control or eradication of noxious weeds may be conducted with or without charge to the owner or occupant of the land. A notice as described in subsection (B) of this section is not required for the conduct of activities described in this subsection.

**119.500** Procedure for County Disposition of Weeds.

- A. Steps leading to eradication and control of noxious weeds in the county are necessary and the weed ~~Coordinator/Inspector control officer~~ shall cooperate with individual landowners in the control and eradication of noxious weed pests.
- B. The weed ~~Coordinator/Inspector~~ shall destroy or prevent the spread or seeding of any noxious weed on any land owned by the county or constituted as the right of way for any highway, county road, drainage or irrigation ditch, power or transmission line, or other purposes under their jurisdiction.
- C. If the owner or occupant of the land fails or refuses to immediately destroy or cut the noxious weeds, the weed ~~Coordinator/Inspector~~ shall at once notify the ~~Board of Commissioners~~ County Court, who will take enforcement steps.
1. The county shall authorize the weed ~~Coordinator/Inspector~~ to go upon the land or premises and destroy the noxious weeds or control them in such a manner as will destroy all seeds using the most effective and practical method in the judgement of the inspector and with the least injury to the land or crops.
  2. If the weeds are too far advanced for local control procedures the inspector shall notify the ~~Board of Commissioners~~ County Court which shall request the State Department of Agriculture to immediately quarantine any uncontrolled noxious weed infested farm within the county to prevent the movement of infested crops or livestock and to prevent the spread of the weeds.

**119.600** Penalties, Fees and Costs.

- A. Upon completion of work the person so appointed and authorized by the ~~Board of Commissioners~~ county court shall file an itemized statement of expenses necessarily incurred including wages. A lien shall be docketed upon the lands or premises for the cost of expenses. If the charges and expenses are not paid and the lien discharged by the owner or occupant of such land within 90 days the county may recover the expenses in an action at law.
- B. In addition to other remedies provided by this Ordinance, violation may result in a fine assessed in accordance with Oregon Statute and may incur civil penalties.

## Section 1240. Enforcement Procedures

### 1240.100 Enforcement Actions

Enforcement Options. Resolution of a violation of Morrow County ordinances may be sought in any one or a combination of the following methods. Which method to be used is solely at the discretion of the County.

- A. Warning Notice process seeking voluntary compliance;
- B. Consent agreement;
- C. Citation;
- D. Stipulated judgment;
- E. Order of abatement;
- F. Other civil actions, seeking a judgment and order for compliance, including but not limited to mandamus, restraining orders, stop work orders;
- G. Summary Abatement.

### 1240.200 Investigation Authority; Entry on Premises.

Where authorized by statute or as a condition of permit approval, consent agreement, or agreed condition of a prior enforcement order, the Code Enforcement Officer shall have the power to enter upon and inspect, at any reasonable time, any public or private property, to investigate any alleged violation of County ordinance, order or permit approval, a violation of a statute which the County has the authority to enforce, or to ascertain compliance or noncompliance with the administrative resolution procedure set out in this Section, a stop work or stop use order under Section 1549 of this Ordinance, or a consent agreement under Section 1240.500 of this Ordinance. A warrant for inspection of private property, including a private residence, will be accomplished in accordance with Section 6.600 of this Ordinance (Inspection and Right of Entry).

### 1240.300 Enforcement by voluntary compliance; warning notice

- A. The process authorized in this section is primarily for the purpose of seeking voluntary compliance by the alleged violator. At the discretion of the enforcement officer this process is to be considered in those cases where voluntary compliance is likely and is in the interests of the County, taking into consideration the nature and severity of the violation and the history of the property and the person responsible.
- B. Voluntary compliance procedure: Except as otherwise provided in subsection (G) of this section, the enforcement officer shall solicit the voluntary compliance of the person in violation of this Ordinance by the procedure set forth in this subsection.
- C. In cases where the corrective action indicated in a notice requires both applying for and receiving a permit or approval, the violation shall continue until all necessary permits or approvals are granted or until they are denied and code compliance is obtained through other means.
- D. If the person responsible is not the property owner, the County shall give initial and final notice to abate a violation to the property owner; however, a notice of violation published at least once in a newspaper of general circulation in Morrow County is sufficient notice to a property owner to satisfy the notice requirements of this Ordinance and or other due process required by law. The notice to the property owner and the publication shall additionally state that the cost of abatement not paid by the person responsible may be assessed to and become a lien on the property.
- E. On completion of the personal giving of notice, posting, and mailing, the person or persons giving such notice shall execute and maintain affidavits stating the

date, time, place and manner of giving notice.

- F. An error in the name or address of the person responsible or property owner shall not make the notice void, and in such case the posted or published notice, as the case may be, shall be sufficient.
- G. Notwithstanding the process authorized in this section, the County may at any time immediately begin prosecution of any violation on a citation or file any other action to abate the violation. This determination is at the discretion of the enforcement officer. The determination is not appealable or reviewable.
- H. Warning notice
  - 1. Subject to subsection (B) of this section, if an enforcement officer is satisfied that a violation exists, the enforcement officer shall:
  - 2. Give personal notice; or
  - 3. Cause an initial notice to abate to be posted on the premises or at the site of the violation, directing the person responsible to abate the violation; and
  - 4. At the time of posting, cause a copy of the notice to abate to be forwarded by registered or certified mail, postage prepaid, to the person responsible at the last known address of such person.
  - 5. The notice to abate shall contain the following contents:
    - a. Statement that the notice is a "notice to abate a violation."
    - b. The name of the person issuing the notice along with the name of the County Department to contact regarding the violation;
    - c. The date the notice was issued;
    - d. A brief description of the violation alleged to exist;
    - e. A description of the real property, by street address or otherwise, on which the violation exists;
    - f. A statement describing the corrective action that needs to take place to correct the alleged violation(s);
    - g. An order to voluntarily abate the violation within 10 days from the date of the notice;
    - h. A statement that failure to correct the alleged violation(s) within 10 days may result in further enforcement procedures including any combination of the following:
      - (1) An enforcement citation and prosecution including, but not limited to; payment of a fine and court costs and court orders to comply;
      - (2) Other civil actions in court; or
      - (3) Abatement by the County.
    - i. A statement that if the violation is not voluntarily abated, the County may seek from the court a judgment to abate the violation, which if not obeyed, could result in the County itself abating the violation and being awarded a lien by the court on the specified property for the expenses of abating the violation and administrative costs.

1240.400 Enforcement Process by Citation

- A. If the violation has not been satisfactorily abated by the date and time specified in the warning notice, or the enforcement official makes the determination set forth in subsection (B) of this section, the enforcement officer may issue a citation pursuant to this Ordinance.
- B. If the enforcement officer determines that enforcement of a violation by means of

a citation is warranted, the enforcement officer may issue a citation under this Ordinance.

- C. Any code enforcement officer may issue and serve a citation for violation of a Morrow County regulation or State Statute as described in Section 1.200 or 1.300 of this Ordinance. If the responsible party(s) is cited, or if a stop work/use order is issued, the responsible party(s) may request a hearing as provided in Section 13-44 of this Ordinance. The setting of priorities among different complaints and enforcement actions shall be within the discretion of the Code Enforcement Officer, upon consultation with the County Department(s) involved.
- D. Sequence of Procedures.
  - 1. Citation: The Code Enforcement Officer shall use the Oregon Uniform Citation & Complaint form.
  - 2. Violation: Except where otherwise prohibited by statute, each calendar date on which the violation occurs shall constitute a separate violation. A citation shall be written for each day the violation continues to be a continuing violation.
  - 3. Multiple Violations: The prosecution of an individual violation shall not bar the subsequent prosecution of any additional violations, which occurred at the same time or as part of the same act.
  - 4. Service: The Code Enforcement Officer shall issue a copy of the citation to the responsible party(s).
  - 5. Filing: In addition to service on the responsible party(s), one copy of the citation, complaint and summons shall be filed with the Justice Court and one copy shall be placed in the Code Enforcement File within three days of completion of service. The citation, complaint and summons must be served a minimum of ten(10) days prior to the scheduled date of the hearing.

If the situation has not been abated within the time allowed, the Code Enforcement Officer may cause the situation to be abated. The Public Safety Officer or other persons charged with the responsibility of abatement of the situation shall have the right at reasonable times to enter upon the property to investigate or cause the removal of the situation. Abatement will be accomplished according to the abatement procedures set forth in this Section.

- E. Pursuant to Oregon Statute, any enforcement officer may serve a person with a citation on which another enforcement officer made a certification.
- F. Any enforcement officer issuing a citation pursuant to this chapter shall, in addition to the date and time, indicate that the responsible party must appear before the court and the name of the court before which the responsible party is required to personally appear.
- G. The base fine for a violation shall be the maximum amount allowed in Oregon Statute.
- H. The person making the certification is not required to be the person who serves the citation on the person believed to be in violation of the Ordinance.
- I. An enforcement officer may issue a violation citation pursuant to this Ordinance even if the conduct alleged to constitute a violation does not take place in the presence of the officer, if the officer has reasonable grounds to believe that the conduct alleged constitutes a violation.
- J. Violation proceedings for the purpose of enforcing the Morrow County Code and this chapter may be commenced only by enforcement officers. No private party



may initiate a violation proceeding pursuant to ORS 153.058 or other law.

~~1240~~.500 Enforcement by Consent Agreement

- A. During the pendency of an action on a violation, but prior to entry of a judgment, the County and the responsible party may enter into an agreement designed to abate the violation and petition the court to include it as a part of a consent agreement as described in this section.
- B. The consent agreement may provide that the responsible party does not admit violation of a County Code but will make necessary corrections, as set forth in the agreement, to bring the responsible party's actions, conduct, omissions or property into conformance with the Code.
- C. The responsible party, the responsible party's attorney, if any, and a County representative shall sign the consent agreement.
- D. The consent agreement shall be filed with the Circuit or Justice Court as a final adjudication of the proceedings and shall constitute a dismissal of the action when the responsible party performs as agreed. The violator or Morrow County may seek a court order dismissing the case upon completion of the conditions of the consent agreement. The court retains jurisdiction of the matter until the order dismissing the case is issued.
- E. The responsible party's failure to comply with the consent agreement allows the County to seek any additional remedies provided by law or this Ordinance including an order of abatement.

~~1240~~.600 Enforcement by Stipulated Judgment

- A. During the pendency of an action on a violation, if the responsible party enters a plea of guilty or is found guilty, the responsible party and the County may agree to and submit to the court a stipulated agreement and judgment to abate a violation.
- B. As part of a stipulated agreement and judgment under this section:
  - 1. The responsible party must plead guilty to the violation;
  - 2. The responsible party shall abate the violation as provided by the agreement;
  - 3. The responsible party shall cooperate with the Enforcement Officer;
  - 4. The County may, but is not required to, bear some or all of the costs of abatement
  - 5. Any costs of abatement which the County bears must be repaid by the responsible party to the County as provided by the agreement; and
  - 6. Any costs paid by the County to abate the violation shall become a money judgment in favor of the County against the responsible party. The County may record such judgment as a lien in accordance with applicable law.
- C. If the responsible party fails to comply with the terms and conditions of the stipulated judgment, the County may enter the property and abate the violation.

~~1240~~.700 Enforcement by Order of Abatement

- A. If the parties do not enter into a consent agreement or a stipulated judgement, and notwithstanding the willingness of the responsible party to pay the base fine, the Justice of the Peace shall, if the responsible party pleads guilty or no contest or is found guilty, issue an order to the responsible party to abate the violation in a manner and time acceptable to the County and require the responsible party to provide proof of abatement to the County and to the Justice of the Peace.

B. Order of Abatement

1. In addition to, not in lieu of, any remedy allowed by this Section and pursuant to ORS 153.090 (1)(e), as part of a judgement entered under this Section, the Justice of the Peace:
  - a. may on its own motion and shall on request of the enforcement officer, order a responsible party to abate any violation of which the responsible party is found guilty or enters a plea of guilty or no contest. The Justice of the Peace shall set a time by which the responsible party must abate the violation and may set other conditions on the order of abatement. Any abatement order shall include authorization for an enforcement officer to enter the property to determine compliance with the code and compliance with an order to abate. Any failure to abate the violation as ordered by the Justice of the Peace shall be contempt of court; or
  - b. shall on request of the enforcement officer, authorize the County to enter the property for the purposes of abating the violation.
2. The responsible party shall cooperate with the Enforcement Officers including not preventing the officer and any other persons employed or contracted by the County to enter the property to determine compliance with the code and any orders to abate.

1240.800 Summary Abatement.

The health officer, the chief of a Fire Department, the Sheriff, the Planning Director, or the Director of Public Works may, through coordination with the Code Enforcement Officer, proceed summarily to abate a health or other violation which unmistakably exists and which imminently endangers health or property; however, such summary abatement shall be limited to only those actions necessary to reduce the threat to a level that eliminates the imminent danger to health or property. No notice to the property owner or person in control of the property is required. Costs of the abatement may be assessed as provided in Section 14-12(Penalties and Costs).

**Section 1344. Hearings**

- A. A person to whom a citation is issued shall have a hearing before the Justice Court of Morrow County on an issue of violation or abatement pursuant to this Ordinance and the date shall be as set forth in the citation.
- B. Hearing by Justice Court of Morrow County.  
The Morrow County Justice of the Peace may act as an administrative hearings officer for the purposes of this Ordinance, unless otherwise appointed by the Board of Commissioners ~~County Court~~. The County shall have the burden of proving by a preponderance of the validity of the violation, citation, or abatement. The County may present evidence either by testimony or written report of the Public Safety Officer or Code Enforcement Officer. If the County's evidence is presented only by written report and the Justice of the Peace cannot resolve a question solely upon the information contained in the report, the hearing may be continued for a reasonable time to obtain additional information.
- C. If the Justice of the Peace finds that:
  - a. the citation, or abatement was proper, the Justice of the Peace
    - 1. Shall enter a written order supporting the citation or abatement; and
    - 2. Shall find that the owner or responsible person is liable for any costs resulting from the abatement; and
    - 3. May find that the owner or responsible person is liable for the costs of the hearing.
  - b. the citation or abatement was improper, the Justice of the Peace shall:
    - 1. Find that the owner or responsible person is not liable for any charges or abatement costs resulting from the abatement; and
    - 2. Order the County to satisfy the abatement costs.
- D. The decision of the Justice of the Peace is final subject to the protesting party having right to file a writ of review pursuant to ORS 34.010 to 34.100.
- E. If the person requesting the hearing does not appear at the scheduled hearing, the Justice of the Peace may enter an order supporting the assessed costs of the abatement.

## **Section 1442. Penalties and Costs**

### **1442.100 Civil Penalties**

Except for any separate fine issued for an amount otherwise established by law for any specific fine violation such as a nuisance dog, any person who violates the provisions of this Ordinance shall be punishable, upon conviction, by a fine for a Class A violation as provided in Oregon Statute for a non-continuing offense and for each continuing offense. Each day upon which a continuing offense occurs or continues shall constitute a separate violation if cited as such. In addition to the civil penalty amounts assessable herein, the County may recover reasonable attorney's fees, court costs and other expenses associated with enforcement activities and the costs of any actual damages incurred by the County attributable to the responsible party.

Payment of any fine shall not excuse or discharge a responsible party from the duty to immediately abate and correct a violation of the code, nor from any other responsibility or legal consequences for a continuation or a repeated occurrence(s) of a violation of the code.

For the purposes of this Ordinance, a continuing offense occurs when a responsible party or person allows the circumstances constituting the offense to continue over consecutive 24-hour periods after:

- A. having received notice of the violation; or
- B. having refused notice of the violation; or
- C. it is reasonable to expect that the person has actual knowledge of the circumstances constituting the offense.

### **1442.200 Costs Recoverable**

- A. Upon a finding that a violation has occurred, the Justice Court has the discretion to order the violator, in addition to any penalties assessed, to reimburse the County for actual costs or expenditures incurred by the County in prosecuting, cleaning up or abating an ordinance violation for any of the following:
  1. Any fees charged the County for service on responsible party(s);
  2. Mileage for investigation service or other activities directly related to the enforcement action at the current county rate;
  3. Postage;
  4. Photocopying;
  5. Publication charges;
  6. Sampling and monitoring expenses;
  7. Film and development costs; and
  8. Any expense incurred by the County in abating or correcting a violation which the responsible party(s) has refused to correct.

All costs and expenses to be reimbursed must be documented by receipts, vouchers, or records verified by affidavit of the public official keeping such records.

### **1442.300 Code Enforcement Cleanup Fund**

- A. The Code Enforcement Cleanup Fund is hereby established. The Planning Department shall recommend an amount to be approved annually by the Budget Committee, and all amounts so approved are appropriated for the purposes set forth in this Section.
- B. Monies in the fund created by this Section may be used, at the sole discretion of the County, in any abatement ordered under this Ordinance. Monies expended

from the Code Enforcement Cleanup Fund and repaid by the responsible party to the County shall be applied to the fund established in this Ordinance.

1442.400 Weed Control Fund

- A. The Weed Control Fund is hereby established. The ~~County Court~~ Board of Commissioners shall recommend an amount to be approved annually by the Budget Committee, and all amounts so approved are appropriated for the purposes set forth in this Section.
- B. Monies in the fund created by this Section may be used, at the sole discretion of the County, in any abatement ordered under this Ordinance. Monies expended from the Weed Control Fund and repaid by the responsible party to the County shall be applied to the fund established in this Ordinance.

1442.500 Recovery on a money judgment

- A. Every money judgment shall name Morrow County as the judgment creditor.
- B. A money judgment, including but not limited to funds described in Section 1442.300, Code Enforcement Cleanup Fund, and 1442.400, Weed Control Fund, must be repaid by the responsible party to the County.
- C. Fines and other court costs
  - 1. The amount of any fine imposed pursuant to this Ordinance shall be transferred to the Morrow County General Fund. Fifty percent of the fine amount shall then be transferred to the Code Enforcement Cleanup Fund or Weed Control Fund, established in this Section.
  - 2. The Justice Court shall charge court costs to the responsible party, as determined within the county fee schedule, where,
    - a. The responsible party admits a violation or is found guilty of a provision of the County Code;
    - b. The responsible party fails to appear for the hearing or, following a hearing, is found to have violated a provision of the County Code; or
    - c. The defendant enters into a stipulated judgment with the County wherein the responsible party pleads guilty on the citation but agrees to make necessary corrections, as set forth in the agreement, in order to bring the responsible party's conduct, actions, omissions, or property into compliance with the County Code.
    - d. If the responsible party fails to pay the costs, the costs shall be entered as a judgment against the responsible party in the same manner and with like effect as a judgment for a fine.

1442.600 Liens

Penalties and costs assessed against a violator(s) by order of the Justice Court shall, if not paid within 60 days of the date of the order or as otherwise specified in the order, be County liens as provided in Oregon Statute Recovery of Fines and Forfeitures.

Recording and releasing liens

- A. If the County intends to pursue recovery of penalties and costs against a violator the Board of Commissioners ~~County Court~~ shall cause to be filed with the County Clerk an itemized statement of the penalties and costs, as ordered by the Justice of the Peace, to be recovered. When the Statement of penalties and costs is filed the Clerk shall cause it to be entered upon a lien docket prepared for that

purpose. The amount of the penalties and costs when so docketed shall constitute a first lien upon such property, except as to taxes. It shall be the responsibility of the County Treasurer to create and maintain a record of payments made by the responsible party, on a form identifying the case, the responsible party, the amount and date payment was made.

- B. The County may record a money judgment as a lien in accordance with this Section, and may pursue recovery of any money judgment.
- C. For purposes of a lien that has been filed, an error in the name of the owner or person responsible shall not void the assessment, nor will a failure to receive the notice of the proposed assessment render the assessment void but it shall remain a valid lien against the property.
- D. The Code Enforcement Officer is responsible, in consultation with the Treasurer and County Counsel, to ensure that a satisfaction of judgment and release of lien is executed and filed as appropriate, once any money judgment is paid in full.

**Section 1543. Stop Work or Stop Use Order**

The Code Enforcement Officer, having reasonable grounds to believe that a person(s) has committed a violation, in lieu of or in addition to issuing a citation, may issue a stop work or stop use order according to the provisions of this Section.

**1543.100** Grounds for Issuance.

A stop work or stop use order may be issued by the Code Enforcement Officer at any point in the enforcement process, if the violation observed is on which requires immediate remedial action:

- A. To protect the public health, safety or welfare;
- B. Because the responsible party(s) refuses to cooperate with the Code Enforcement Officer; or
- C. Because the violation continues despite notice to the responsible party(s) of the violation or notice to obtain a necessary permit.

**1543.200** Contents.

A stop work or stop use order shall be in writing and contain the following:

- A. An order that all work or action in violation of County ordinance(s) stop immediately;
- B. The name of the person(s) or entity(s) to whom it is issued (if known);
- C. The effective date of the order;
- D. The date the order is issued;
- E. The location or address of the violation;
- F. The tax account identification number;
- G. The specific sections of the County Ordinance(s) violated;
- H. A factual description of the nature of the violation;
- I. The specific steps which the responsible party(s) must take to correct the violation;
- J. The name and signature of the Code Enforcement Officer; and
- K. An address and phone number where the Code Enforcement Officer can be contacted.

**1543.300** Service

A copy of a stop work or stop use order shall be posted on the property where the violation is occurring (hereinafter "subject property") and sent certified mail with return receipt, or any means of mailing by which a return receipt can be obtained, to the following:

- A. All owners and contract purchasers of the subject property;
- B. Any known lessees;
- C. The State Building Codes Agency;
- D. Any known contractors doing construction work on the subject property which would be in violation of County Ordinance(s); and
- E. Any other person(s) identifiable as a responsible party(s).

**1543.400** Priority

If a hearing is requested, a stop work or stop use order shall be given priority for court appearance over all other code enforcement citations and be heard by the Justice of the Peace on the next scheduled Court date.

**1543.500** Violation of Order

If the responsible party(s) fails to obey the order, the Code Enforcement Officer shall

promptly issue a citation for violation of a stop work or stop use order. Violation of a stop work or stop use order constitutes a separate violation.

1543.600 Impact on other Permits

No building permit, sanitation permit or other permit or license may be issued, or any work continued under such permits while a stop work or stop use order is in effect.



**Section 1614. General Provisions**

**1614.100 Appeal**

A decision of the Justice Court on an enforcement action may be appealed to the Circuit Court within 30 days of the date of the decision, in accordance with the requirements of Oregon Statute through 34.102 for a Writ of Review.

**1614.200 Remedies**

The remedies provided herein shall be in addition to any other remedies provided by law.

**1614.300 Records**

All records of enforcement proceedings shall be permanent County records. All Court orders, consent agreements and other Justice Court actions entered into after the issuance of a citation, and stop work or stop use orders shall be filed with the Justice Court. Liens shall be filed with the County Clerk.

**1614.400 Severability Clause**

If any section, subsection, provision, clause or paragraph of this ordinance is adjudged or declared by any court of competent jurisdiction to be unconstitutional or invalid, such judgment shall not affect the validity of the remaining portions of this ordinance.

It is hereby expressly declared that every other section, subdivision, paragraph, provision or clause of this ordinance would have been enacted irrespective of the enactment or the validity of the portion declared or adjudged unconstitutional or invalid.

**1614.500 Amendment Procedure**

Morrow County ~~Court Board of Commissioners~~ shall have the authority to order this Ordinance to be amended. During a comment period lasting a minimum of 20 days after notice of publication the ~~County Court Board of Commissioners~~ shall hold two public hearings on the proposed amendments, one held in the North and one held in the South side of the county.

## Appendix A

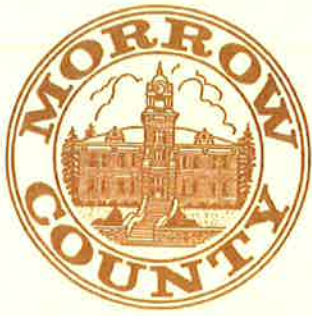
### NOXIOUS WEEDS

Rush Skeletonweed  
Yellow Starthistle  
Tansy Ragwort  
Dalmatian & Yellow Toadflax  
Mediterranean Sage  
Leafy Spurge  
Spikeweed  
Musk Thistle  
Scotch Thistle  
Purple Loosestrife  
Common Crupina  
White Top  
Hounds Tongue  
Plumeless Thistle  
Flowering Rush  
Yellow Flag Iris

## Appendix B

### WEEDS OF ECONOMIC IMPORTANCE

Poison Hemlock  
Canada Thistle  
Jointed Goatgrass  
St. Johnswort  
Perennial Sowthistle  
Field Bindweed  
Cereal Rye  
Wild Oats  
Johnsongrass  
Knapweeds-Russian, Diffuse, Spotted  
Field Dodder (~~Tar Weed~~)  
Water Hemlock  
Medusahead Rye  
Puncturevine  
Kochia  
Perennial Pepperweed  
Myrtle Spurge  
Ventenata



## TREASURER

100 Court Street  
P.O. Box 37  
Heppner, Oregon 97836  
**Phone: 541-676-5630 • Fax: 541-676-5631**  
E-mail: ggutierrez@co.morrow.or.us

**Gayle L. Cutierrez**

04/03/2019

To: Morrow County Board of Commissioners  
From: Gayle L. Gutierrez, Morrow County Treasurer  
Re: Treasurer's Monthly Financial Statements as per ORS 208.090

The first two and a half pages of the Pooled Cash Report will tell you the cash amount in each individual fund.

On the third page of the Pooled Cash Report please note the amounts of actual cash on hand and what institutions that they are deposited in.

The interest rate for the Local Government Investment Pool is 2.75%.

The interest rate for the Bank of Eastern Oregon is .05%.

The interest rate for Community Bank is .02%.

The interest rate for US Bank is .01694%.

Investment in US Bank is 2.539%. The State Pool was at 2.25% at the time the investment was made.

Outstanding checks as of February 28, 2018 total is \$478,472.55.

The activity summary for the LGIP is also included.

FUND ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
<u>CLAIM ON CASH</u>				
101-100-1-10-1500	GENERAL FC W/TREASURER	7,861,200.42	( 770,594.41)	7,090,606.01
200-100-1-10-1500	HERITAGE TRAIL FC W/TREAS	17,509.92	36.62	17,546.54
201-100-1-10-1500	ROAD EQUIP FC W/TREASURER	384,812.76	516.06	385,328.82
202-100-1-10-1500	ROAD FC W/TREASURER	1,462,748.90	24,025.32	1,486,774.22
203-100-1-10-1500	FINLEY BUTTES FC W/TREASURER	341,202.69	65,362.41	406,565.10
204-100-1-10-1500	YOUTH/CHILD FC/TREASURER	66,157.92	0.00	66,157.92
205-100-1-10-1500	AIRPORT FC W/TREASURER	119,047.90	163,559.25	282,607.15
206-100-1-10-1500	LAW LIBRARY FC W/TREASURER	37,726.80	( 37.74)	37,689.06
207-100-1-10-1500	911 FC W/TREASURER	236,190.02	( 16,325.33)	219,864.69
208-100-1-10-1500	SURVEYOR PRES FC/TREASURER	215,622.05	1,487.52	217,109.57
209-100-1-10-1500	CSEPP FC W/TREASURER	0.00	0.00	0.00
210-100-1-10-1500	FINLEY BUTTES LIC. FC W/TREAS	446,511.90	258,139.15	704,651.05
211-100-1-10-1500	MCSO CO SCHOOL FC W/TREAS	101.84	313.12	414.96
212-100-1-10-1500	ISD COMMON SCH FC W/TREASURER	9.90	30.51	40.41
214-100-1-10-1500	FAIR FC W/TREASURER	171,327.67	51,859.76	223,187.43
215-100-1-10-1500	COMP EQUIP FC W/TREASURER	37,500.25	78.43	37,578.68
216-100-1-10-1500	STF FC W/TREASURER	39,463.72	( 5,026.80)	34,436.92
217-100-1-10-1500	PROGRAMMING RES FC W/TREASURER	70,896.70	148.27	71,044.97
218-100-1-10-1500	ENFORCEMENT FC W/TREAS	22,970.74	90.13	23,060.87
219-100-1-10-1500	VIDEO LOTTERY FC W/TREAS	51,852.53	107.88	51,960.41
220-100-1-10-1500	VICTIM/WITNESS FC W/TREAS	23,831.17	( 7,135.16)	16,696.01
222-100-1-10-1500	WILLOW CREEK FEES FC W/TREAS	69,358.03	145.05	69,503.08
223-100-1-10-1500	CAMI GRANT FC W/TREAS	30,686.18	8,416.91	39,103.09
224-100-1-10-1500	WEED EQUIP RES. FC W/TREAS	5,307.35	11.10	5,318.45
225-100-1-10-1500	STF VEHICLE FC W/TREAS	140,176.14	293.16	140,469.30
226-100-1-10-1500	FAIR ROOF FC W/TREAS	18,056.14	37.76	18,093.90
227-100-1-10-1500	HEPPNER ADMIN BLDG FC W/TREAS	36,427.98	76.18	36,504.16
228-100-1-10-1500	SAFETY COMMITTEE FC W/TREAS	23,867.48	44.16	23,911.64
229-100-1-10-1500	BLEACHER RESERVE FC W/TREAS	10,157.13	21.24	10,178.37
230-100-1-10-1500	RODRO FC W/TREAS	19,735.58	20.25	19,755.83
231-100-1-10-1500	JUSTICE COURT FC W/TREAS	72,221.14	( 5,003.87)	67,217.27
233-100-1-10-1500	CLERKS RECORD FC W/TREAS	18,900.94	161.15	19,062.09
234-100-1-10-1500	DUII IMPACT FC W/TREAS	27,780.14	58.10	27,838.24
236-100-1-10-1500	FAIR IMPROV. FUND FC W/TREAS	5,707.72	11.94	5,719.66
237-100-1-10-1500	BUILDING PERMIT FC W/TREAS	691,651.66	23,319.04	714,970.70
238-100-1-10-1500	PARK FC W/TREAS	326,988.70	13,222.73	340,211.43
240-100-1-10-1500	EQUITY FC W/TREAS	169,827.83	355.17	170,183.00
241-100-1-10-1500	BUILDING RESERVE FC W/TREAS	247,061.41	516.70	247,578.11
243-100-1-10-1500	LIQUOR CONTROL FC W/TREAS	839.09	1.75	840.84
245-100-1-10-1500	WPF FC W/TREASURER	6,257.73	0.00	6,257.73
321-100-1-10-1500	FOREST SERVICE FC W/TREAS	61,436.40	128.49	61,564.89
322-100-1-10-1500	COURT SECURITY FC W/TREAS	158,010.85	1,138.21	159,149.06
500-100-1-10-1500	ECHO WINDS FC W/TREAS	6,826.59	14.28	6,840.87
501-100-1-10-1500	SHEPHERDS FLAT FC W/TREAS	146,136.75	305.63	146,442.38
502-100-1-10-1500	MO CO ENTERPRISE ZO FC W/TREAS	0.00	0.00	0.00
504-100-1-10-1500	STO FC W/TREAS	21,657.19	8,110.24	29,767.43
505-100-1-10-1500	IONE/LEX CEM-IRRIG FC W/TREAS	10,971.25	22.94	10,994.19
510-100-1-10-1500	P & P FC W/TREAS	445,022.04	( 37,437.99)	407,584.05
514-100-1-10-1500	IONE SD B & I FC W/TREAS	774.86	2,320.53	3,095.39

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
515-100-1-10-1500	BOARDMN URB REN FC W/TREAS		258.52	872.43	1,130.95
516-100-1-10-1500	RADIO DIST FC W/TREAS		1,377.55	4,236.52	5,614.07
519-100-1-10-1500	WEST BOARDMN URA FC W/TREAS		196.00	659.93	855.93
521-100-1-10-1500	PGE CARTY FC W/TREAS		1,606,515.28	3,359.82	1,609,875.10
617-100-1-10-1500	MO CO HEALTH DIST FC W/TREAS		7,350.25	22,604.43	29,954.68
618-100-1-10-1500	IRRIGON SEWER FC W/TREAS		0.00	0.00	0.00
619-100-1-10-1500	WEST EXTENSION FC W/TREAS		0.00	0.00	0.00
620-100-1-10-1500	BLACK MNT FC W/TREAS		0.07	0.00	0.07
621-100-1-10-1500	CITY OF BOARDMAN B & I FC W/TR		1,677.81	4,971.88	6,649.69
622-100-1-10-1500	CITY OF HEPPNER B & I FC W/TRE		0.00	0.00	0.00
623-100-1-10-1500	CITY OF IRRIGON B & I FC W/TRE		871.17	2,594.72	3,465.89
624-100-1-10-1500	CITY OF LEXINGTON B & I FC W/T		14,509.12	241.50	14,750.62
625-100-1-10-1500	BOARDMAN PARK & REC B & I		0.00	0.00	0.00
626-100-1-10-1500	MAN. STRUCTURE OMBUDSMAN		21.42	65.63	87.05
628-100-1-10-1500	WILLOW CREEK PARK B & I FC W/T		3,416.33	7.71	3,424.04
629-100-1-10-1500	PORT OF MORROW B & I FC W/TREA		0.00	0.00	0.00
630-100-1-10-1500	PORT OF MORROW FC W/TREAS		681.51	2,095.72	2,777.23
631-100-1-10-1500	CITY OF BOARDMAN FC W/TREAS		7,625.52	23,781.18	31,406.70
632-100-1-10-1500	CITY OF HEPPNER FC W/TREAS		1,514.92	4,582.19	6,097.11
633-100-1-10-1500	CITY OF IONE FC W/TREAS		245.54	747.64	993.18
634-100-1-10-1500	CITY OF IRRIGON FC W/TREAS		778.60	2,394.94	3,173.54
635-100-1-10-1500	CITY OF LEXINGTON FC W/TREAS		158.19	495.18	653.37
636-100-1-10-1500	BOARDMAN RFPD FC W/TREAS		4,527.11	13,935.68	18,462.79
638-100-1-10-1500	HEPPNER RFPD FC W/TREAS		243.14	750.33	993.47
639-100-1-10-1500	IRRIGON RFPD FC W/TREAS		447.97	1,371.60	1,819.57
640-100-1-10-1500	IONE RFPD FC W/TREAS		692,981.00	1,323.73	694,304.73
641-100-1-10-1500	S GILLIAM RFPD FC W/TREAS		111.39	2.04	113.43
642-100-1-10-1500	BOARDMAN CEMETERY FC W/TREAS		110.25	364.54	474.79
643-100-1-10-1500	HEPPNER CEMETERY FC W/TREAS		201.11	616.43	817.54
644-100-1-10-1500	IONE-LEX CEMETERY FC W/TREAS		117,393.22	2,830.51	114,562.71
645-100-1-10-1500	IRRIGON CEMETERY FC W/TREAS		80.34	242.86	323.20
646-100-1-10-1500	WILLOW CREEK PARK FC W/TREAS		595.34	1,828.76	2,424.10
647-100-1-10-1500	BOARDMAN PARK FC W/TREAS		1,163.85	3,846.26	5,010.11
648-100-1-10-1500	IRRIGON PARK FC W/TREAS		319.80	964.47	1,284.27
649-100-1-10-1500	BOARDMAN PK B&I FC W/TREASURER		3,375.13	11,922.61	15,297.74
650-100-1-10-1500	MO CO UNIFIED REC FC W/TREAS		1,031,976.26	17,214.22	1,049,190.48
651-100-1-10-1500	HEPPNER WATER CONTROL FC W/TRE		37.49	115.44	152.93
652-100-1-10-1500	MO CO SCHOOL DIST FC W/TREAS		29,967.33	91,434.69	121,402.02
653-100-1-10-1500	MO CO SCHOOL B & I FC W/TREAS		1,789,729.50	33,029.45	1,822,758.95
654-100-1-10-1500	UMATILLA-MORROW ESD FC W/TREAS		4,965.61	15,284.69	20,250.30
655-100-1-10-1500	CHAPLAINCY PROG FC W/TREAS		13.88	0.03	13.91
656-100-1-10-1500	IONE-LEX CEM PERP FC W/TREAS		26,031.75	0.00	26,031.75
657-100-1-10-1500	IONE-LEX CEM EQUIP FC W/TREAS		7,150.67	14.95	7,165.62
658-100-1-10-1500	BMCC FC W/TREASURER		5,332.68	16,414.82	21,747.50
659-100-1-10-1500	BMCC B & I FC W/TREASURER		1,760.39	5,559.62	7,320.01
660-100-1-10-1500	NORTH MO VECTOR CONT FC W/TREA		1,729.36	5,319.92	7,049.28
662-100-1-10-1500	IONE LIBRARY DIST FC W/TREAS		179.29	552.30	731.59
663-100-1-10-1500	OREGON TRAIL LIB FC W/TREAS		1,760.93	5,415.91	7,176.84
665-100-1-10-1500	STATE & FED WILDLIFE FC W/TREA		0.00	0.00	0.00
666-100-1-10-1500	STATE FIRE PATROL FC W/TREAS		739.62	2,189.74	2,929.36
667-100-1-10-1500	EOTT FC W/TREASURER		0.00	0.00	0.00

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
668-100-1-10-1500		TAX APPEALS FC W/TREAS	0.00	0.00	0.00
669-100-1-10-1500		SCHOLARSHIP TRUST FC W/TREAS	10,567.46	22.10	10,589.56
670-100-1-10-1500		ADV COLL 04-05 FC W/TREAS	10,668.89	22.31	10,691.20
671-100-1-10-1500		ADV COLL 03-04 FC W/TREAS	0.00	0.00	0.00
672-100-1-10-1500		ADV COLL 05-06 FC W/TREAS	0.00	0.00	0.00
673-100-1-10-1500		PREPAID TAX FC W/TREAS	0.00	0.00	0.00
674-100-1-10-1500		SALE OF CO LAND FC W/TREAS	0.00	0.00	0.00
675-100-1-10-1500		TREASURER TRUST FC W/TREAS	1,114.34	2.33	1,116.67
676-100-1-10-1500		IONE RFPD RESERVE FC W/TREAS	178,314.95	372.92	178,687.87
678-100-1-10-1500		STATE ADMIN CONT FC W/TREAS	0.00	0.00	0.00
680-100-1-10-1500		PERSONAL PROPERTY SALES FC W/T	0.00	0.00	0.00
681-100-1-10-1500		COUNTY A & T FC W/TREAS	4,036.25	4,095.84	8,132.09
682-100-1-10-1500		STATE FIRE FC W/TREAS	0.00	0.00	0.00
683-100-1-10-1500		PILOT ROCK RFPD FC W/TREAS	1,825.89	33.35	1,859.24
684-100-1-10-1500		FINLEY BUTTES CLOSURE FC W/TRE	1,210,080.69	438.31	1,210,519.00
685-100-1-10-1500		STATE HOUSING FC W/TREAS	5,604.45	6,618.56	12,223.01
686-100-1-10-1500		IONE LIBRARY BLDG FC W/TREAS	71,947.93	150.47	72,098.40
687-100-1-10-1500		FINLEY BUTTES TRUST FC W/TREAS	0.00	0.00	0.00
688-100-1-10-1500		IONE SCHOOL DIST FC W/TREAS	2,823.89	8,676.24	11,500.13
690-100-1-10-1500		HEPPNER RURAL FIRE DIST BOND	127.27	407.66	534.93
691-100-1-10-1500		CITY OF HEPPNER BND FC W/TREAS	178.52	565.41	743.93
693-100-1-10-1500		IRRIGON TIPPAGE FC W/TREAS	0.00	0.00	0.00
695-100-1-10-1500		M.C. RET. PLAN TR. FC W/TREAS	0.00	0.00	0.00
697-100-1-10-1500		UNSEG TAX INT FC W/TREAS	0.00	0.00	0.00
698-100-1-10-1500		INTEREST EARNED FC W/TREAS	0.01	0.00	0.01
699-100-1-10-1500		UNSEGREGATED TAX FC W/TREAS	0.00	0.00	0.00
TOTAL CLAIM ON CASH			21,245,942.85	104,947.34	21,350,890.19

CASH IN BANK - POOLED CASH

999-100-1-10-1501	AP POOLED BEO	( 275,778.41)	530,417.08	254,638.67
999-100-1-10-1502	PAYROLL BEO	11,615.12	78.23	11,693.35
999-100-1-10-1503	STATE TREASURY POOL	20,508,539.13 (	425,471.14)	20,083,067.99
999-100-1-10-1504	CERTIFICATES OF DEPOSIT	0.00	0.00	0.00
999-100-1-10-1505	WELLS FARGO INVESTMENTS	0.00	0.00	0.00
999-100-1-10-1506	UNION BANK OF CALIFORNIA	0.00	0.00	0.00
999-100-1-10-1507	COMMUNITY BANK	100.15	0.00	100.15
999-100-1-10-1508	US BANK	<u>1,000,502.78</u>	<u>0.01</u>	<u>1,000,502.79</u>
SUBTOTAL CASH IN BANK - POOLED CASH		21,244,978.77	105,024.18	21,350,002.95

WAGES PAYABLE

999-100-2-60-6001	WAGES PAYABLE	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
SUBTOTAL WAGES PAYABLE		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>

TOTAL CASH IN BANK - POOLED CASH

21,244,978.77	105,024.18	21,350,002.95
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# Local Government Investment Pool

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Reports - Previous Month Transactions

February 2019

MORROW CO

Show inactive accounts :

Account:

**Oregon LGIP**

Posting Date	Settlement Date	Transaction	Dollar Amount of Transaction	Share Price	Shares This Transaction
2/1/2019	2/1/2019	Redemption - ACH Redm	(\$400,000.00)	1.00000	(400,000.000)
2/1/2019	2/1/2019	LGIP Fees - ACH Redemption (6 @ \$0.05 - From 4206) - January 2019	(\$0.30)	1.00000	(0.300)
2/1/2019	2/1/2019	LGIP Fees - Wire Transfer Redemption (1 @ \$10.00 - From 4206) - January 2019	(\$10.00)	1.00000	(10.000)
2/1/2019	2/1/2019	LGIP Fees - Received ACH (4 @ \$0.10 - From 4206) - January 2019	(\$0.40)	1.00000	(0.400)
2/1/2019	2/1/2019	SFMS Fr:Oregon Health Authority Oregon Contraceptive Care (CCare)	\$283.85	1.00000	283.850
2/1/2019	2/1/2019	SFMS Fr:Youth Authority, Oregon Juvenile Basic	\$2,854.95	1.00000	2,854.950
2/5/2019	2/5/2019	SFMS Fr:Liquor Control Commission, Oregon OLCC Tax (Liquor)	\$8,612.82	1.00000	8,612.820
2/7/2019	2/7/2019	Transfer to Boardman, City of - BOARDMAN CITY OF / CENTRAL URA	(\$258.52)	1.00000	(258.520)
2/7/2019	2/7/2019	Transfer to Boardman, City of - BOARDMAN CITY OF / WEST URA	(\$196.00)	1.00000	(196.000)
2/7/2019	2/7/2019	Transfer to Boardman Park and Recreation - BOARDMAN PARK & REC/RECREATION CENTER	(\$3,375.13)	1.00000	(3,375.130)
2/7/2019	2/7/2019	Transfer to Blue Mountain Community College - BLUE MOUNTAIN COMMUNITY COLLEGE	(\$7,093.07)	1.00000	(7,093.070)
2/7/2019	2/7/2019	Transfer to Boardman Park and Recreation - BOARDMAN PARK AND RECREATION	(\$1,163.85)	1.00000	(1,163.850)



## EON - Previous Month Transactions

2/7/2019	2/7/2019	Transfer to Morrow County School District #1 - MORROW COUNTY SCHOOL DISTRICT #1	(\$30,069.17)	1.00000	(30,069.170)
2/7/2019	2/7/2019	Transfer to Boardman, City of - BOARDMAN CITY OF	(\$9,303.33)	1.00000	(9,303.330)
2/7/2019	2/7/2019	Transfer to InterMountain Education Service Dis - INTERMOUNTAIN ESD	(\$4,965.61)	1.00000	(4,965.610)
2/7/2019	2/7/2019	Transfer to Ione School District #2 - IONE SCHOOL DISTRICT #2	(\$3,608.65)	1.00000	(3,608.650)
2/8/2019	2/8/2019	Redemption - ACH Redm	(\$21.42)	1.00000	(21.420)
2/13/2019	2/13/2019	Redemption - ACH Redm	(\$165.00)	1.00000	(165.000)
2/14/2019	2/14/2019	SFMS Fr:Oregon Health Authority Oregon Contraceptive Care (CCare)	\$1,278.12	1.00000	1,278.120
2/15/2019	2/15/2019	SFMS Fr:Oregon Health Authority CFAA Monthly Allotment	\$147,475.55	1.00000	147,475.550
2/20/2019	2/20/2019	ODOT - ODOT PYMNT	\$102,942.82	1.00000	102,942.820
2/21/2019	2/21/2019	ODOT - ODOT PYMNT	\$27,580.80	1.00000	27,580.800
2/21/2019	2/21/2019	SFMS Fr:Oregon Health Authority Mental Health Tax	\$874.30	1.00000	874.300
2/26/2019	2/26/2019	Redemption - ACH Redm	(\$55.00)	1.00000	(55.000)
2/26/2019	2/26/2019	SFMS Fr:Administrative Services, Dept of Amusement Tax	\$346.48	1.00000	346.480
2/28/2019	2/28/2019	Redemption - Wire Redm	(\$300,000.00)	1.00000	(300,000.000)
2/28/2019	2/28/2019	Accrual Income Div Reinvestment - DIV	\$42,564.62	1.00000	42,564.620
		<b>Totals:</b>	<b>(\$425,471.14)</b>		<b>(425,471.140)</b>

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## Requirements relating to Local Mental Health Authorities and Coordinated Care Organizations

March 11, 2019

### Required Elements for CCO Application Submission and CCO Operation

1. **Exhibit G, Section 4 Cooperative Agreements with Publicly Funded Programs Report** (Next due July 1, 2020; page 204)  
Report by July 1 of each year the status of formal agreements with publicly-funded entities, including local mental health authorities.
2. **RFA Attachment 7, Section 1.d.** (Due with Application April 22, 2019; page 324)
  - (1) Describe the Applicant's status for obtaining MOU(s) or contract(s) with LMHAs and CMHPs throughout its proposed service area.
  - (2) If MOUs have not been executed, describe Applicant's efforts to do so and how the Applicant will obtain the MOU(s) or contract(s).
3. **RFA Attachment 7, Section 12.c.** (Due with Application April 22, 2019; page 335)  
Submit table listing publicly-funded programs with which Applicant has agreements to pay for point-of-contact services and for cooperation with the local mental health authorities unless cause can be demonstrated that such an agreement is not feasible.

### Oregon Revised Statutes

#### **ORS 414.153 Services provided by local health departments**

**(4)** [...the state shall...] Recognize the responsibility of counties under ORS **430.620 (Establishment of community mental health and developmental disabilities programs by one or more counties)** to operate community mental health programs by requiring a written agreement between each coordinated care organization and the local mental health authority in the area served by the coordinated care organization, unless cause can be shown why such an agreement is not feasible under criteria established by the Oregon Health Authority. The written agreements:

- (a)** May not prevent coordinated care organizations from contracting with other public or private providers for mental health or chemical dependency services;
- (b)** Must include agreed upon outcomes; **and**
- (c)** Must describe the authorization and payments necessary to maintain the mental health safety net system and to maintain the efficient and effective management of the following responsibilities of local mental health authorities, with respect to the service needs of members of the coordinated care organization:
  - (A)** Management of children and adults at risk of entering or who are transitioning from the Oregon State Hospital or from residential care;
  - (B)** Care coordination of residential services and supports for adults and children;
  - (C)** Management of the mental health crisis system;

**(D)**Management of community-based specialized services, including but not limited to supported employment and education, early psychosis programs, assertive community treatment or other types of intensive case management programs and home-based services for children; **and**

**(E)**Management of specialized services to reduce recidivism of individuals with mental illness in the criminal justice system.

#### **ORS 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) By contract with and subject to 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.

##### **430.630 Services to be provided by community mental health programs; local mental health authorities; local mental health services plan.**

- (9)(a) As used in this subsection, "local mental health authority" means one of the following entities:
  - (A) The board of county commissioners of one or more counties that establishes or operates a community mental health program;
  - (B) The tribal council, in the case of a federally recognized tribe of Native Americans that elects to enter into an agreement to provide mental health services; or
  - (C) A regional local mental health authority comprising two or more boards of county commissioners.
- (b) Each local mental health authority that provides mental health services shall determine the need for local mental health services and adopt a comprehensive local plan for the delivery of mental health services for children, families, adults and older adults that describes the methods by which the local mental health authority shall provide those services. The purpose of the local plan is to create a blueprint to provide mental health services that are directed by and responsive to the mental health needs of individuals in the community served by the local plan. A local mental health authority shall coordinate its local planning with the development of the community health improvement plan under ORS 414.627 by the coordinated care organization

serving the area. The Oregon Health Authority may require a local mental health authority to review and revise the local plan periodically.

- (c) The local plan shall identify ways to:
  - (A) Coordinate and ensure accountability for all levels of care described in paragraph (e) of this subsection;
  - (B) Maximize resources for consumers and minimize administrative expenses;
  - (C) Provide supported employment and other vocational opportunities for consumers;
  - (D) Determine the most appropriate service provider among a range of qualified providers;
  - (E) Ensure that appropriate mental health referrals are made;
  - (F) Address local housing needs for persons with mental health disorders;
  - (G) Develop a process for discharge from state and local psychiatric hospitals and transition planning between levels of care or components of the system of care;
  - (H) Provide peer support services, including but not limited to drop-in centers and paid peer support;
  - (I) Provide transportation supports; and
  - (J) Coordinate services among the criminal and juvenile justice systems, adult and juvenile corrections systems and local mental health programs to ensure that persons with mental illness who come into contact with the justice and corrections systems receive needed care and to ensure continuity of services for adults and juveniles leaving the corrections system.
- (d) When developing a local plan, a local mental health authority shall:
  - (A) Coordinate with the budgetary cycles of state and local governments that provide the local mental health authority with funding for mental health services;
  - (B) Involve consumers, advocates, families, service providers, schools and other interested parties in the planning process;
  - (C) Coordinate with the local public safety coordinating council to address the services described in paragraph (c)(J) of this subsection;
  - (D) Conduct a population based needs assessment to determine the types of services needed locally;
  - (E) Determine the ethnic, age-specific, cultural and diversity needs of the population served by the local plan;
  - (F) Describe the anticipated outcomes of services and the actions to be achieved in the local plan;
  - (G) Ensure that the local plan coordinates planning, funding and services with:
    - (i) The educational needs of children, adults and older adults;
    - (ii) Providers of social supports, including but not limited to housing, employment, transportation and education; and
    - (iii) Providers of physical health and medical services;
  - (H) Describe how funds, other than state resources, may be used to support and implement the local plan;
  - (I) Demonstrate ways to integrate local services and administrative functions in order to support integrated service delivery in the local plan; and
  - (J) Involve the local mental health advisory committees described in subsection (7) of this section.
- (e) The local plan must describe how the local mental health authority will ensure the delivery of and be accountable for clinically appropriate services in a continuum of care based on consumer needs. The local plan shall include, but not be limited to, services providing the following levels of care:
  - (A) Twenty-four-hour crisis services;

- (B) Secure and nonsecure extended psychiatric care;
  - (C) Secure and nonsecure acute psychiatric care;
  - (D) Twenty-four-hour supervised structured treatment;
  - (E) Psychiatric day treatment;
  - (F) Treatments that maximize client independence;
  - (G) Family and peer support and self-help services;
  - (H) Support services;
  - (I) Prevention and early intervention services;
  - (J) Transition assistance between levels of care;
  - (K) Dual diagnosis services;
  - (L) Access to placement in state-funded psychiatric hospital beds;
  - (M) Precommitment and civil commitment in accordance with ORS chapter 426; and
  - (N) Outreach to older adults at locations appropriate for making contact with older adults, including senior centers, long term care facilities and personal residences.
- (f) In developing the part of the local plan referred to in paragraph (c)(J) of this subsection, the local mental health authority shall collaborate with the local public safety coordinating council to address the following:
- (A) Training for all law enforcement officers on ways to recognize and interact with persons with mental illness, for the purpose of diverting them from the criminal and juvenile justice systems;
  - (B) Developing voluntary locked facilities for crisis treatment and follow-up as an alternative to custodial arrests;
  - (C) Developing a plan for sharing a daily jail and juvenile detention center custody roster and the identity of persons of concern and offering mental health services to those in custody;
  - (D) Developing a voluntary diversion program to provide an alternative for persons with mental illness in the criminal and juvenile justice systems; and
  - (E) Developing mental health services, including housing, for persons with mental illness prior to and upon release from custody.
- (g) Services described in the local plan shall:
- (A) Address the vision, values and guiding principles described in the Report to the Governor from the Mental Health Alignment Workgroup, January 2001;
  - (B) Be provided to children, older adults and families as close to their homes as possible;
  - (C) Be culturally appropriate and competent;
  - (D) Be, for children, older adults and adults with mental health needs, from providers appropriate to deliver those services;
  - (E) Be delivered in an integrated service delivery system with integrated service sites or processes, and with the use of integrated service teams;
  - (F) Ensure consumer choice among a range of qualified providers in the community;
  - (G) Be distributed geographically;
  - (H) Involve consumers, families, clinicians, children and schools in treatment as appropriate;
  - (I) Maximize early identification and early intervention;
  - (J) Ensure appropriate transition planning between providers and service delivery systems, with an emphasis on transition between children and adult mental health services;
  - (K) Be based on the ability of a client to pay;
  - (L) Be delivered collaboratively;
  - (M) Use age-appropriate, research-based quality indicators;
  - (N) Use best-practice innovations; and
  - (O) Be delivered using a community-based, multisystem approach.

- (h) A local mental health authority shall submit to the Oregon Health Authority a copy of the local plan and revisions adopted under paragraph (b) of this subsection at time intervals established by the Oregon Health Authority. [1961 c.706 §40; 1973 c.639 §3; 1981 c.750 §3; 1985 c.740

### CCO 2.0 Request for Applications

#### **Attachment 11 – Behavioral Health**

- C. MOU with Community Mental Health Program (CMHP) (recommended page limit 6 pages)  
Applicant will enter a MOU with Local Mental Health Authority that will be enforced and honored. Improved health outcomes and increased access to services through coordination of safety net services and Medicaid services.
1. Describe how Applicant plans to develop a comprehensive Behavioral Health plan for Applicant's Service Area. Please include dates, milestones, and Community partners.
  2. Describe how Applicant plans to collaborate and coordinate with the Local Mental Health Authority in the development of the CHP. Please include dates and milestones.
  3. Describe how Applicant plans to collaborate and coordinate with the Local Mental Health Authority in the development of the local plan. Please include dates and milestones.
  4. Does Applicant expect any challenges or barriers to executing the written plan or MOU extension with the Local Mental Health Authority? If yes, please describe.

### Sample 2020 Contract

#### **Exhibit M 3.a Care Coordination**

- (6) Contractor shall enter into a written memorandum of understanding (MOU) with the local community mental health program (CMHP) in Contractor's service area by January 1, 2020. The MOU shall include:
- (a) A formalized agreement that the Contractor will coordinate with the CMHP on the development of a comprehensive Behavioral Health Plan for Contractor's service area; and
  - (b) All the requirements identified in ORS 414.153.
- (7) Contractor shall 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, peers, families, housing authorities, housing providers, courts)
- (12) Contractor shall work collaboratively with OHA and CMHPs to develop and implement plans to better meet the needs of Members in less institutional community settings and to reduce recidivism to emergency departments for Behavioral Health reasons.
- (13) Contractor shall work collaboratively with other providers in the health care continuum to improve services for adult Members with SPMI.
- (14) Contractor shall coordinate and collaborate on the development of the community health improvement plan (CHP) under ORS 414.627 with the local community mental health program (CMHP) for the delivery of mental health services under ORS 430.630.
- (15) Contractor shall work with SRTFs to expeditiously move civilly committed adult Members with SPMI who no longer need placement in an SRTF to a community placement in the most integrated setting appropriate for that person. Discharge shall be to housing consistent with the individual's

treatment goals, clinical needs, and the individual's informed choice. The individual's geographic preferences and housing preferences (e.g., living alone or with roommates) shall be reasonably accommodated in light of cost, availability, and the other factors stated above.

- (16) Contractor shall work with local law enforcement and jail staff to develop strategies to reduce contacts between Members and law enforcement due to Behavioral Health reasons, including reduction in arrests, jail admissions, lengths of stay in jails and recidivism.
- (17) Contractor will work with local jurisdictions to share information with jails regarding the Behavioral Health diagnosis, status, medication regimen, and services of Members who are incarcerated

**Exhibit M 2.6 Crisis, Urgent, and Emergency Services**

- (3) Contractor shall establish written policies and procedures for a quality improvement plan for the emergency response system.

**Exhibit N – Social Determinants of Health and Health Equity**

- 2. Community Health Assessment (CHA) and Community Health Improvement Plan (CHP)..
  - b. To the extent practicable, Contractor shall include in the CHA and CHP a strategy and plan for:
    - (1) Working with the Early Learning Council, Early Learning Hubs, the Youth Development Council, Local Mental Health Authority, oral health care providers, the local public health authority, community-based organizations, hospital systems and the school health providers in the Service Area/region...

Prepared by Kristen Dillon

## **Health Share of Oregon / Local Mental Health Authority Coordination Agreement**

This Local Mental Health Authority Coordination Agreement ("Agreement") is entered into by and between Health Share of Oregon ("Health Share") and XXXX ("COUNTY").

### **PURPOSE**

The purpose of this Agreement is to assure that a system of publicly funded mental health and substance use disorder services are appropriately supported, coordinated and funded through HEALTH SHARE, in its role as a Coordinated Care Organization ("CCO"), and by COUNTY, in its role as the Local Mental Health Authority ("LMHA"). In addition, this Agreement identifies the roles and responsibilities of HEALTH SHARE and COUNTY to effectively and efficiently work together towards achieving the Triple Aim; coordinate services and efforts to meet the mental health and substance use disorder needs of HEALTH SHARE members, potential HEALTH SHARE members, and the greater community; maintain the behavioral health safety net available to all; achieve improved behavioral and physical health outcomes; facilitate advantageous use of the system of publicly funded behavioral health care and services available through HEALTH SHARE and COUNTY; ensure HEALTH SHARE Member access to publicly funded behavioral health care; and create cost savings through care coordination and collaboration.

### **RECITALS**

1. OAR 410-141-000 to 410-141-3430 govern Coordinated Care Organizations (CCO) and their roles and responsibilities related to managing and providing integrated and coordinated health care (physical, behavioral and dental care) for their members.
2. Under Oregon Revised Statute ("ORS") 430.620, the LMHA has a responsibility to operate a community mental health program. ORS Chapter 426 outlines the mandated responsibilities related to psychiatric emergency holds, pre- and post- commitment services. ORS 430.630, 430.631 and 430.632 describe the services to be provided by the community mental health program.
3. ORS 414.153 directs that there be a written agreement between each CCO and the LMHA in the area served by the CCO.
4. HEALTH SHARE receives Title XIX and Title XXI funds for provision of mental health and substance use disorder services for its members. Health Share and COUNTY enter into a Risk Accepting Entity Participation Agreement through which these funds are sub-capitated to COUNTY, which manages Medicaid benefits on behalf of Health Share.
5. COUNTY receives state, federal grant, and county funding for behavioral health services provided under community mental health programs ORS 430.644 and 430.646. Additionally, County General Funds may be used to fund mental health or substance use disorder programs.

To achieve the stated goals of this Agreement, the parties agree to convene on a quarterly basis.



**A. GENERAL OPERATING PRINCIPLES**

**Development of a Mutually Supportive System of Care**

HEALTH SHARE and COUNTY acknowledge their mutual responsibility and commitment to finance and manage a system of care for mental health and substance use disorder services that reduces fragmentation and maximizes the quality of care provided to Health Share members and residents of COUNTY. In doing so, HEALTH SHARE acknowledges COUNTY's responsibility to develop a system of services for insured and uninsured individuals and COUNTY acknowledges HEALTH SHARE's responsibility to administer Medicaid funds for those enrolled in the Oregon Health Plan (OHP).

The parties agree that the overall health of the community will be enhanced by HEALTH SHARE and COUNTY collaboratively developing, wherever possible and practicable, a system of publicly funded mental health and substance use disorder services, for both the insured and uninsured that is mutually supportive, coordinated, and funded.

**Community Planning and Participation**

HEALTH SHARE and COUNTY agree to improve the current behavioral health system of care through system modifications that are agreed to through joint planning. HEALTH SHARE and COUNTY agree that funds supporting the system of care are interdependent and a change in an individual source of revenue will impact the entire system. HEALTH SHARE and COUNTY will not unilaterally make changes that fragment safety net services or create cost shifting.

- HEALTH SHARE and COUNTY agree that behavioral health system planning and development as it relates to COUNTY and its residents is a government function performed on behalf of the citizenry with their input, including from advisory boards and councils. COUNTY acknowledges the responsibility of HEALTH SHARE to engage in planning activities as it relates to Medicaid benefits administered on behalf of its members.
- HEALTH SHARE and COUNTY agree to conduct all planning for the behavioral health needs of the community in partnership with each other. For example, HEALTH SHARE shall conduct its community health assessment and health improvement plan in coordination with COUNTY; COUNTY shall conduct its Mental Health and Addiction Services Biennial Implementation Plan in coordination with HEALTH SHARE.
- COUNTY agrees to participate in HEALTH SHARE councils and committees.
- HEALTH SHARE and COUNTY agree to collaborate in the development of regional Quality Performance Improvement Plans.
- COUNTY plays a significant role in planning and management of the publicly funded substance use disorders system of care. HEALTH SHARE agrees to actively coordinate with COUNTY's addiction prevention, treatment, and recovery services. COUNTY agrees to actively participate in HEALTH SHARE planning and initiatives related to substance use disorders. Any HEALTH SHARE-driven decisions that impact the substance use prevention, treatment, and recovery system of care will be made with COUNTY input and involvement, and will avoid cost shifting to COUNTY.

## **Coordination, Transition and Care Management**

HEALTH SHARE and COUNTY shall coordinate their services and use their respective behavioral health funding to create and maintain an integrated and coordinated behavioral health system of care to ensure the quality and availability of services that address the needs of persons eligible for services through one of the sources of revenue.

- HEALTH SHARE and COUNTY shall mutually support methods for maintaining stability of enrollment of OHP members to reduce cost shifting to LMHA.
- HEALTH SHARE acknowledges the responsibility of COUNTY for jail and hospital diversion programs and agrees to work collaboratively to coordinate services for members or potential members engaged in diversion programs and specialized services to reduce recidivism of individuals with mental illness in the criminal justice system.
- HEALTH SHARE acknowledges COUNTY's role in the management and oversight of mental health residential programs and its involvement in developing housing for vulnerable populations.
- HEALTH SHARE acknowledges COUNTY's role in care management of children and adults at risk of entering or who are transitioning from the Oregon State Hospital or from residential care.
- HEALTH SHARE and COUNTY agree to support models of community-based care including but not limited to supported employment, supported education, early psychosis programs, assertive community treatment, intensive case management services and home-based services for children, designed to prevent the hospitalization or need for residential care for children and adults.

## **Maintenance of Crisis System**

HEALTH SHARE acknowledges the legal mandate required of LMHA in ORS 426 and will not underfund the system of care in such a way that the number of commitments increase.

- HEALTH SHARE will support COUNTY in soliciting additional sources of funding to maintain or improve the quality and stability of the crisis system for the CCO.
- HEALTH SHARE shall utilize the existing crisis system of care for its members. HEALTH SHARE agrees to support the COUNTY LMHA crisis system development as a payer.
- HEALTH SHARE and COUNTY agree to fund the existing crisis mental health safety net system to ensure that all members, potential members, and the public, have a strong system of crisis services available to prevent unnecessary hospitalization or incarceration.

## **Agreement on Outcomes**

COUNTY acknowledges that HEALTH SHARE is accountable for outcome and quality metrics determined by the Oregon Health Authority and other deliverables as outlined in the CCO agreement. COUNTY and HEALTH SHARE will collaborate in developing performance measures or standards related to activities identified in this Agreement.



### **Protected Health Information**

COUNTY is a hybrid entity under the Health Insurance Portability and accountability Act of 1996 ("HIPAA") to the extent that Protected Health Information is shared under this Agreement. HEALTH SHARE and the COUNTY shall develop mutually agreeable data sharing procedures for protected Personal Health Information, under HIPAA, electronic record keeping for mental health assessments and outcomes measurements, encounter data and billing, performance reporting and other information sharing.

**THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS SHALL APPLY TO THIS AGREEMENT.**

**1. Effective Date and Termination**

- a. The effective date of this Agreement shall be January 1, 2105 regardless of the date on which each party has signed this Agreement. Unless earlier terminated as provided below, the termination date shall be December 31, 2016.
- b. This Agreement may be terminated by mutual consent of both parties at any time. Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.
- c. Either party may terminate this Agreement effective upon delivery of written notice to the other party or at such later date as may be established under any of the following conditions:
  - i. If funding from federal, state, or other sources is not obtained or continued at levels sufficient to allow for the purchase of the indicated quantity of services. This Agreement may be modified to accommodate a reduction in funds.
  - ii. If federal or state regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable, appropriate for purchase under this agreement, or are no longer eligible for the funding proposed for payments authorized by this Agreement.
  - iii. If any license, certificate, or insurance required by law or regulation to be held by either party to provide the services required by this Agreement is for any reason denied, revoked or not renewed.
  - iv. If either party fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
  - v. If either party fails to perform any of the provisions of this Agreement or so fails to pursue the work as to endanger the performance of this Agreement in accordance with its terms and after written notice from either party, fails to correct such failure(s) within ten (10) days or such longer period as the parties may authorize.
  - vi. Any such termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.
- d. This Agreement and any changes, alterations, modifications, or amendments will be effective when approved in writing by the authorized representative of the parties hereto as of the effective date set forth herein.

- 2. Amendments.** Given the complexity of Oregon's health care initiative, it is understood that during the term of this Agreement many details regarding the partnership and funding mechanisms will be designed or altered. This Agreement will be reviewed and revised periodically within its effective term. All amendments must be in writing and signed by the

parties. It is the intent of the COUNTY and HEALTH SHARE that this Agreement be modified as jointly agreed upon and may be renewed upon expiration.

3. **Adherence to Law.** Each party shall comply with all federal, state and local laws and ordinances applicable to this agreement.
4. **Oregon Law and Forum.** This Agreement shall be construed according to the laws of the State of Oregon. Any action regarding this agreement or work performed under this Agreement shall be filed in Multnomah County or in the United States District Court for the district of Oregon.
5. **Non-Discrimination.** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.
6. **Subcontracts and Assignment.** Neither party will subcontract or assign any part of this Agreement without the written consent of the other party.
7. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties. This Agreement may be modified or amended only by the written agreement of the parties.

*(Signature Page Follows)*

Signatures and contacts

**HEALTH SHARE OF OREGON**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Designated contact person

First name \_\_\_\_\_ Last Name \_\_\_\_\_

Email \_\_\_\_\_ Phone \_\_\_\_\_

**XXXX COUNTY**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**COUNTY ATTORNEY**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Assistant County Attorney

Designated contact person

First name \_\_\_\_\_ Last Name \_\_\_\_\_

Email \_\_\_\_\_ Phone \_\_\_\_\_

# **Linn, Benton, Lincoln Counties and InterCommunity Health Network Coordinated Care Organization Memorandum of Agreement**

**March 1, 2019**

## **Purpose:**

The intent of this Memorandum of Agreement (MOA) is to establish a collaborative network of behavioral and public health services for the residents of Benton, Lincoln and Linn Counties that will jointly serve the healthcare needs of our residents. It is imperative to ensure that the stability of those “safety net” services provided under the authority of the Local Mental Health and Local Public Health Authorities are sustained and supported. All parties recognize the necessity of shared responsibility created by the Oregon Health Transformation for the overall health and safety of the entire Linn, Benton and Lincoln communities. Such responsibility and accountability to our constituents does not rest solely upon differing designated funding sources (Oregon Health Plan or not) and carries with it the duty to protect emergency services, local law enforcement and to protect against untoward cost shifts potentially created by the shift in service/payment application.

In order to accomplish this and to ensure the stability of existing resources that currently provide quality, accessible and cost effective services, the term of this Memorandum of Agreement 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.

Linn, Benton, and Lincoln Counties have joined with InterCommunity Health Network, community members, and a broad range of providers and stakeholders to establish a Coordinated Care Organization (CCO) for the region. As partners in this CCO , we are jointly committed to improving the health of our communities by coordinating health initiatives, seeking efficiencies through blending services and infrastructure, and engaging all stakeholders in a regional effort to steer local health services and systems toward meeting the Triple Aim of improving health. We will work to increase quality, reliability, and availability of care and lower or contain the cost of care. Public agencies and government representatives will work together with private healthcare leadership and community members to unify our actions in this endeavor.

This Memorandum of Agreement is to facilitate advantageous use of the system of public health and behavioral health care and services currently available through local community mental health, addictions and public health programs and to ensure continued and conceivable enhanced access to a full continuum of health care and build upon the strengths of current



resources. The local mental health authority has a statutory responsibility under ORS 430.620 to operate a community mental health program, the duties of which are delineated in ORS 430.630 (Attachment A) and are incorporated into this document by reference. The local public health authority has a statutory responsibility under ORS 431.412 to provide public health services within a region or county (Attachment B). ORS 414.153 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 agreement is to coordinate services and efforts to meet the health needs of CCO members and the community, maintain the 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 MOA desire to set forth their respective roles and responsibilities to coordinate care and share accountability.

IHN-CCO and Benton, Lincoln and Linn counties jointly agree to the following activities with respect to the health needs of members of the CCO and the County based on the specific requirements and elements outlined in the IHN-CCO contract with the Oregon Health Authority as they impact County functions:

1. Work together and proactively analyze possible effects 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 and design 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, detoxification services ensuring the continuum of care, and transitions 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.
  - 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, 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 to provide broad community input on the operations and performance of the IHN-CCO. Provide staffing support to ensure the regional Community Advisory Council has the resources to provide meaningful local input to the CCO governing board.
  8. Complete a Community Health Assessment and facilitate the development of a Health Improvement Plan to identify community needs and focus areas for the IHN-CCO, 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 the IHN-CCO on issues related to specific behavioral health system issues, including safety net services, crisis services, transitions in and out of mental health and addictions residential services, detoxification or state hospital 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 the IHN-CCO on issues related to children’s system of care issues, including transitions in and out of psychiatric residential or state hospital services, wrap around care coordination, foster care placement stability, targeted school based intervention, early childhood services and diversion from the juvenile justice system.
3. Advise the IHN-CCO on issues related to public health services, health policy and community health promotion.
4. Provide public health services, such as immunizations, family planning, sexually transmitted disease, and maternal child health services, and will receive payment for those as appropriate through the IHN-CCO. Services that require 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 IHN-CCO 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 development of multidisciplinary teams and cross-system care coordination, maintaining and improving relationships that counties have with schools, developmental disabilities programs, community corrections and law enforcement, housing authorities, the Department of Human Services, residential and foster care providers and other community stakeholders.
6. Benton, Linn and Lincoln FQHCs provide to IHN-CCO members mental health services, chemical dependency services, primary care, and prenatal services through the County's Federally Qualified Health Centers in Benton, Lincoln and Linn Counties. This part of the contract promotes significant access to integrated care in a patient centered primary care medical home for IHN-CCO 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 to support the CCO role of 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.

**IHN-CCO may:**

1. Maintain or enhance existing level of support for mental health and addiction treatment services for OHP members, including intensive services for high-risk populations (Corrections, Drug Court, detoxification, high medical needs, co-occurring mental health and substance dependence).
2. Work with counties to understand, support and sustain their responsibilities as the Local Mental and Public Health Authorities 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 that require special confidentiality processes for billing/payments procedures; ensuring access to specialty services for individuals and families with complex mental health and addictions disorders (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 the Oregon State Hospital and the Psychiatric Security Review Board, 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, civil commitment investigation and support, 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 facilities, PASSAGES projects, state hospital) 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 mental health crisis.
5. Provide access to health metrics data to support the public health role of 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.
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 the IHN-CCO.
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, 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 MOA:**

This MOA shall be effective on March 1, 2019 and will expire on June 30, 2024. This agreement shall be reviewed annually by all parties.

Given the complexity of this system change initiative, it is understood that during the term of this MOA many details regarding the partnership and funding mechanisms will be designed and will necessitate that this MOA be reviewed in a public meeting, updated and renewed annually prior to the respective fiscal year. It is the intent of the County and the IHN-CCO that this MOA be modified as jointly agreed upon and extended beyond the expiration date.

Nothing in this MOA limits the ability of the IHN-CCO to contract with other public or private providers for public health, mental health or chemical dependency services.

**Signatures and Contacts:**

**IHN-CCO:**

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Print Name

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Print Title

---

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

**The designated contact person is:**

---

First Name \_\_\_\_\_ Last Name \_\_\_\_\_

---

E-mail Address \_\_\_\_\_ Phone \_\_\_\_\_

**Benton County LMHA/LPHA:**

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Annabelle Jaramillo \_\_\_\_\_ Chair, Benton County Board of  
Commissioners \_\_\_\_\_

---

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

**The designated contact person is:**

Dawn Emerick

**Lincoln County LMHA/LPHA:**

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Claire Hall \_\_\_\_\_ Chair, Lincoln County Board of Commissioners \_\_\_\_\_

---

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

**The designated contact person is:**

Rebecca Austen

rausten@co.lincoln.or.us

(541) 265-0400

**Linn County LMHA/LPHA:**

---

Roger Nyquist

Chair, Linn County Board of Commissioners

---

Authorized Signature

Date

**The designated contact person is:**

Todd Noble

tnoble@co.linn.or.us

(541) 967-3866, ext. 3872

## Coordinated Care Organization Memorandum of Agreement

### 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 nonsecure extended psychiatric care;

(C) Secure and nonsecure acute psychiatric care;

(D) Twenty-four-hour supervised structured treatment;

(E) Psychiatric day treatment;

(F) Treatments that maximize client independence;

(G) Family and peer support and self-help services;

(H) Support services;

- (I) Prevention and early intervention services;
- (J) Transition assistance between levels of care;
- (K) Dual diagnosis services;
- (L) Access to placement in state-funded psychiatric hospital beds;
- (M) Precommitment and civil commitment in accordance with ORS chapter 426; and
- (N) Outreach to older adults at locations appropriate for making contact with older adults, including senior centers, long term care facilities and personal residences.

(f) In developing the part of the local plan referred to in paragraph (c)(J) of this subsection, the local mental health authority shall collaborate with the local public safety coordinating council to address the following:

(A) Training for all law enforcement officers on ways to recognize and interact with persons with mental illness, for the purpose of diverting them from the criminal and juvenile justice systems;

(B) Developing voluntary locked facilities for crisis treatment and follow-up as an alternative to custodial arrests;

(C) Developing a plan for sharing a daily jail and juvenile detention center custody roster and the identity of persons of concern and offering mental health services to those in custody;

(D) Developing a voluntary diversion program to provide an alternative for persons with mental illness in the criminal and juvenile justice systems; and

(E) Developing mental health services, including housing, for persons with mental illness prior to and upon release from custody.

(g) Services described in the local plan shall:

(A) Address the vision, values and guiding principles described in the Report to the Governor from the Mental Health Alignment Workgroup, January 2001;

(B) Be provided to children, older adults and families as close to their homes as possible;

(C) Be culturally appropriate and competent;

(D) Be, for children, older adults and adults with mental health needs, from providers appropriate to deliver those services;

(E) Be delivered in an integrated service delivery system with integrated service sites or processes, and with the use of integrated service teams;

(F) Ensure consumer choice among a range of qualified providers in the community;

(G) Be distributed geographically;

(H) Involve consumers, families, clinicians, children and schools in treatment as appropriate;

(I) Maximize early identification and early intervention;

(J) Ensure appropriate transition planning between providers and service delivery systems, with an emphasis on transition between children and adult mental health services;

(K) Be based on the ability of a client to pay;

(L) Be delivered collaboratively;

(M) Use age-appropriate, research-based quality indicators;

(N) Use best-practice innovations; and

(O) Be delivered using a community-based, multisystem approach.

(h) A local mental health authority shall submit to the Oregon Health Authority a copy of the local plan and 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 Agreement

### 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]

## ATTACHMENT 10 --LMHA MEMORANDUM OF UNDERSTANDING

### Memorandum of Understanding Purpose

This Memorandum of Understanding ("Agreement") is to facilitate advantageous use of the system of public mental health care and services available through local community mental health programs and to insure access to public mental health care. The local mental health authority has a responsibility, under ORS 430.620, to operate a community mental health program. ORS 414.153 directs that there be a written agreement between each coordinated care organization ("CCO") and the local mental health authority ("LMHA") in the area served by the coordinated care organization.

This is a non-binding agreement between Eastern Oregon Coordinated Care Organization and Grant County Court (LMHA). The mutual goal is to coordinate services and efforts to meet the mental health needs of CCO members and the community, maintain the mental health safety net, and achieve improved mental health outcomes. In order to achieve these goals, the parties to this Agreement desire to set forth their respective roles and responsibilities to coordinate care and share accountability.

Now therefore, Eastern Oregon Coordinated Care Organization and Grant County Court (LMHA) agree to the following activities with respect to the service needs of members of the CCO:

#### Agreement

- 1. Describe an authorization and payment method to maintain mental health safety net with respect to CCO members.**

**The Eastern Oregon Coordinated Care Organization (EOCCO), through its partner Greater Oregon Behavioral Health, Inc. intends to pay for mental health services with a monthly capitation payment using a shared risk model. This continues the same successful payment structure that has been in place for the past fifteen years.**

A mental health safety net may include but is not limited to:

Maintenance of 24/7 crisis line, crisis respite services, mobile crisis services, liaison with local law enforcement, sub-acute services, crisis services to the jail, coordination of acute care services and urgent intake.

- 2. Describe an authorization and payment methodology to maintain effective management of each of the following responsibilities of the LMHAs with respect to CCO members. The description should address the respective roles and responsibilities of the parties for each of the following activities:**

**As described above, EOCCO will delegate management of the capitated funding and provision of mental health services to its partner Community Mental Health Programs. Local design and adherence to statutory requirements of needed services is the responsibility of the local CMHP working in concert with the LMHA and the local MH&SA Advisory council. EOCCO will provide oversight to ensure compliance with all applicable state and federal requirements.**

Responsibilities	May include but is not limited to:
Management of children and adults at risk of entering or transitioning from Oregon State Hospital (OSH) or residential care.	Enhanced care management, community-based supports, referrals to lower level residential services, utilization review of individuals on the state hospital waitlist.
Management of care coordination of residential services and supports for adults and children.	Utilization review, identifying and referral to community-based supports, intensive case management, peer delivered services.
Management of community-based specialized services including but not limited to supported employment and education, early psychosis programs, assertive community treatment or other types of intensive case management programs and home-based services for children.	Support of employment specialists, educational supports, peer delivered services, care coordination services, family supports family navigators.
Management of specialized services to reduce recidivism of individuals with mental illness in the criminal justice system.	Jail diversion services, mental health courts, coordination activities with community justice, juvenile justice, courts and law enforcement.

The intent of this agreement is to provide services to community members in the local community whenever possible and to prevent the unnecessary utilization of more restrictive, intensive levels of care.

**Signatures and Contacts:**

**CCO:**

Print Name \_\_\_\_\_

Print Title \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Date \_\_\_\_\_

**The designated contact person is:**

First Name \_\_\_\_\_

Last Name \_\_\_\_\_

E-mail Address \_\_\_\_\_

Phone \_\_\_\_\_

**LMHA:** Grant County  
Mark R. Webb

Print Name \_\_\_\_\_

Grant County Judge \_\_\_\_\_

Authorized Signature mark r webb

Print Title \_\_\_\_\_

July 19, 2012 \_\_\_\_\_

Date \_\_\_\_\_

**The designated contact person is:**

Kimberly Lindsay \_\_\_\_\_

Last Name \_\_\_\_\_

First Name \_\_\_\_\_

541-676-9161 \_\_\_\_\_

E-mail Address kimberly.lindsay@gobhi.net

Phone \_\_\_\_\_





HEALTH SYSTEMS DIVISION

Kate Brown, Governor

Oregon  
**Health**  
Authority

500 Summer Street NE, E-86  
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TTY: 800-375-2863  
[www.oregon.gov/OHA/amh](http://www.oregon.gov/OHA/amh)

December 28, 2018

Kimberly Lindsay, Director  
Community Counseling Solutions CMHP  
P.O. Box 469  
Heppner, OR 97836

Dear Kimberly Lindsay:

This letter serves as formal notification that the Oregon Health Authority, Health Systems Division (HSD) conducted a site review of Community Counseling Solutions CMHP, an outpatient Community Mental Health Program, on November 26, 2018 through November 28, 2018. As a result of the review, HSD identified areas of non-compliance with Oregon Administrative Rules (OAR) that require corrective action.

The attached report describes the areas of non-compliance with OAR. You are required to submit a Plan of Correction (POC) to describe the actions taken to ensure compliance with all applicable OAR's.

The POC must include the following:

1. The action(s) taken to correct each finding of non-compliance.
2. The anticipated or requested time frame for the completion of each corrective action not yet complete at the time of POC submission to the Division.
3. A plan for quality assurance activities intended to ensure ongoing compliance.
4. The name of the individual responsible for ensuring the implementation of each corrective action.

Please provide all applicable documentation, or other forms of verification, with the POC. Verification of the corrections could include, for example, photographs, receipts, or updated policies.

If you need this letter in an alternate format, please call 503-945-5763 (Voice) or 800-375-2863 (TTY)  
An Equal Opportunity Employer



Kimberly Lindsay, Director  
December 28, 2018  
Page 2 of 2

Please submit the information to:

Tamara McNatt  
Health Systems Division  
500 Summer St. N.E. E86  
Salem, OR 97301  
tamara.w.mcnatt@state.or.us

You must submit the POC within the due date specified for each finding. Failure to comply with OAR's may result in administrative action, including but not limited to, nonrenewal, suspension, or revocation, of the Certificate of Approval at any point to assure ongoing compliance with OAR.

We appreciate the prompt attention to these matters and look forward to receiving the POC.

Please contact Tamara McNatt at 503-945-6254 or tamara.w.mcnatt@state.or.us with any questions.

Sincerely,



Tamara McNatt  
Licensing and Certification Compliance Specialist



LuAnn Meulink  
Licensing and Certification Manager

TM/cn

CC: Tamara McNatt, HSD  
Emily Watson, HSD  
File

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**Health Systems Division  
Community Counseling Solutions  
Community Mental Health Program  
Gilliam, Grant, Morrow and Wheeler Counties  
Site Review Report**

**Program Locations:**

- 550 W. Sperry Street, Heppner, OR 97836
- 104 S.W. Kinkade Road, Boardman, OR 97818
- 201 S.W. Kinkade Road, Boardman, OR 97818
- 422 N. Main Street, Condon, OR 97823
- 401 4<sup>th</sup> Street, Fossil, OR 97830
- 120 Arlington Mall, Arlington, OR 97812
- 528 E. Main Street, Suite W, John Day, OR 97845
- 528 E. Main Street, Suite E, John Day, OR 97845
- 194 Ford Road, John Day, OR 97845
- 68982 Willow Creek Road, Heppner, OR 97836

**Dates of Review:** November 26-28, 2018

**Prepared by:** Tamara McNatt, Compliance Specialist, HSD

**Overview:**

The Oregon Health Authority, Health Systems Division (HSD) conducted a site review of Community Counseling Solutions (CCS) in accordance with Oregon Administrative Rule (OAR) 309-008-0700. The review was completed for the purpose of renewing the provider's certification to provide outpatient Community Mental Health Program (CMHP) services.

CCS is the Community Mental Health Program (CMHP) for Gilliam, Grant, Morrow and Wheeler Counties in Oregon and delivers outpatient mental health services to children and adults, including Intensive Outpatient Services and Supports (IOSS) for children. Other services include substance use disorders, Driving Under the Influence of Intoxicants (DUII), problem gambling and Psychiatric Security Review Board (PSRB). CCS is also the safety net for behavioral health services in Gilliam, Grant, Morrow and Wheeler Counties and offers 24 hours a day, 7 days a week crisis services, including mobile crisis and civil commitment services.

This report includes findings of non-compliance and recommendations for quality improvement with the following administrative standards:

Oregon Administrative Rule	Applicable to:
309-008-0100 through 309-008-1600	Certification of Behavioral Health Treatment Programs
309-014-0000 through 309-014-0040	General Administrative Standards for Community Mental Health Contractors
309-019-0100 through 309-019-0220	Outpatient Addictions and Mental Health Services
309-033-0200 through 309-033-0340	General Standards for Involuntary Commitment Proceedings
309-033-0900 through 309-033-0940	Investigation and Examination of a Person Alleged to be a Mentally Ill Person for Involuntary Commitment Proceedings

**Certified Community Behavioral Health Clinics (CCHBC) Evaluation:** A concurrent CCBHC evaluation was completed during this CMHP re-certification onsite review. Review procedures involved those that are described above. A copy of the CCBHC evaluation is attached to this report; however, responses to the re-certification findings and citations noted in the CCBHC evaluation should be kept separate. All inquiries about the CCBHC evaluation should be directed to Emily Watson, CCBHC Project Director: [CCBHC.Grant@dhsosha.state.or.us](mailto:CCBHC.Grant@dhsosha.state.or.us).

The review team consisted of the following:

**OHA/HSD Staff:** Tamara McNatt, Licensing and Certification Compliance Specialist; Christy Springer, Licensing and Certification Compliance Specialist; Lisa Rivers, Licensing and Certification Compliance Specialist; Sam Dickson, Civil Commitment Coordinator; and Emily Watson, CCBHC Project Director.

Information used in preparing this report includes:

- Interview with Kimberly Lindsay, MS, CADCI, Executive Director;

- Interview with the following leadership team members: Thad Labhart, LPC, MAC, Clinical Director; Stephanie Hisler, MSW, QMHP, Clinical Manager; Rita Martin, Peer Services;
- Interview with Kara Pattinson, MD, Medical Director;
- Interview with Commissioner Judge Steve Shaffer, Gilliam County;
- Interview with Commissioner Judge Scott Myers, Grant County;
- Interview with Commissioner Jim Doherty, Morrow County;
- Interview with Commissioner Judge Lynn Morley, Wheeler County;
- Interview with the CCS Board of Directors;
- Interview with the following Gilliam/Wheeler Advisory Board members: Gretchen Ladd, District Attorney; Vicky Winters, Community Member; Rita Martin, CCS; Shannon Hill, CCS; Stephanie Hisler, CCS; Kristie Bingman, CCS, Kimberly Lindsay, CCS; Gary Bettencourt, Gilliam County Sherriff; Lisa Helms, CCS; Marj Sharp, Haven House; Dustin Wyllie, CCS;
- Interview with Scott Myers, Grant County Advisory Board Representative;
- Interview with the following clinical supervisors: Stephanie Hisler, MSW, QMHP; Lisa Helms, MS, QMHP, CADCI; Linda Mills, LCSW; Thad Labhart, LPC, MAC; Yao Hui Huong, LPC; Maryhelen Peterson, MS, QMHP;
- Interview with the following clinical staff members: Patricia Sneed, PSS; Myra Colin, QMHP; Antoinette Teixeira, LCSW; Grant Wright, QMHA, CADCI; Michelle Deming, PSS, CADCI; Julaine Wagner, CADC Candidate; Brent Labhart, MSW, QMHP; Catrina Webster, BA; Sara Jane Moore, QMHP; Maxine Day, QMHP; Audri Garcilazo, QMHP; Carol Humphreys, CADCI, CGACI, MSW, Ph.D.; Saige Moore, QMHP; Jackie Miller, QMHP; Keyes Donnelly, PSS; Rebecca Humphreys, LCSW; Alisha Reed, QMHP; Brooke Armstrong, QMHP, Rita Martin, PSS, QMHA; Amy George, MSW; Kasandra Stark, LCSW;
- Interview with the following Gilliam County community partners: Cindy Hinton. Coordinator South Gillam County Ambulance; Amy Nation, Juvenile Director Gillam County; Mike Takagi, Physician Assistant, South Gillam Health Center; April Aamodt, Victims Assistance Director District Attorney office Gillam; Jon Terland, Sherriff;

- Interview with the following Grant County Community Partners: Derek Dalley, CEO, Blue Mountain Hospital District; Kathy Smartt, DHS, Child Welfare;
- Interview with the following Morrow County community partners: Shelly Wright, Morrow County Juvenile Department; Ken Matlack, Morrow County Sheriff; Dan Robbins, Morrow County Parole and Probation; Rick Stokoe, Chief of Police; Bob Houser, Morrow County Health District CEO; Angeline Williams, Circuit Court Supervisor; Roy Blaine, Trial Court Admin; Dirk Dirksen, Superintendent MCSO; Rollie Marshall, Principal Ione SD;
- Interview with the following Wheeler County community partners: Jim Smith, Fossil School District; Mike Smith, Wheeler County Under Sheriff; Lynn Morley, Wheeler County Judge; Vince Swagerty, Superintendent Mitchell School District; Chris Humphreys, Wheeler County Sheriff; Gretchen Ladd, Wheeler County District Attorney; Joan Fields, Asher Community Health; Susan Moore; Asher Community Health;
- Interview with four individuals receiving services in Gilliam County;
- Interview with three individuals receiving services in Grant County;
- Interview with three individuals currently receiving services in Morrow County;
- Interview with three individuals receiving services in Wheeler County;
- Review of 21 behavioral health service records and 6 civil commitment service records;
- Review of grievance logs and critical incident reports;
- Review of seven personnel records;
- Review of clinical supervision logs; and
- Review of quality assurance and performance improvement plans.

**Findings of Non-compliance:**

The review team identified 31 findings of non-compliance with applicable OARs. Each finding requires corrective action. For each area of non-compliance, the applicable OAR is referenced, the finding identified, and a due date specified. Recommended corrective actions may be identified for certain findings.

<b>Finding #1</b>	
<b>Applicable ORS:</b>	<p><b>309-008-0300</b> <b>Terms of Certification</b></p> <p>(1) Each applicant and provider shall:</p> <p>...</p> <p>(d) Post the certificate or a legible copy and any accompanying letter noting approved service delivery locations or applicable conditions in a public space of each approved service delivery location to be available for inspection at all times;</p>
<b>Finding:</b>	CCS does not have the certificate or a legible copy and any accompanying letter noting approved service delivery locations or applicable conditions posted in a public space.
<b>Recommended Corrective Action:</b>	Other than what is required on the cover letter to this report, there are no further recommended corrective actions.
<b>Due Date:</b>	Within 30 days receipt of this report.

<b>Finding #2</b>	
<b>Applicable OAR:</b>	<p><b>309-019-0110</b> <b>Provider Policies</b></p> <p>...</p> <p>(2) All providers shall develop and implement written service delivery policies and specific procedures compliant with these rules, be made available to individuals and family members upon request, and shall include at a minimum:</p> <p>...</p> <p>(d) Grievances and appeals;</p>

<p>Finding:</p>	<p>CCS's policy and procedure on Grievances and Appeals is not consistent with OAR.</p> <p>For example:</p> <ul style="list-style-type: none"> <li>• Expedited Grievances: CCS's grievances and appeals policy does state that expedited grievances will be reviewed and responded to within 48 hours; however, the appeals process embedded in this process states that appeals be submitted to the Executive Director or GOBHI/OHA as applicable. Per OAR, appeals shall be submitted to the Division; and</li> <li>• Appeals Process: CCS's grievances and appeals policy states that appeals be submitted to the Executive Director or GOBHI/OHA as applicable, and that the Executive Director will respond within 10 days. Per OAR, appeals shall be submitted to the Division and the Division shall respond within 10 days.</li> </ul>
<p>Recommended Corrective Action:</p>	<p>Other than what is required on the cover letter to this report, it is recommended that CCS review OAR and revise the appeals process, as it relates to the appeals processes, and submit evidence of OAR compliance to HSD.</p>
<p>Due Date:</p>	<p>Within 30 days receipt of this report.</p>

<p style="text-align: center;"><b>Finding #3</b></p>	
<p><b>Applicable OAR:</b></p>	<p><b>309-019-0110 Provider Policies</b></p> <p>...</p> <p>(2) All providers shall develop and implement written service delivery policies and specific procedures compliant with these rules, be made available to individuals and family members upon request, and shall include at a minimum:</p>



	<p>...</p> <p>(g) Trauma informed service delivery consistent with the Division Trauma Informed Services Policy;</p>
<b>Finding:</b>	CCMH's policy on trauma informed service delivery is not consistent with the Division Trauma Informed Services Policy.
<b>Recommended Corrective Action:</b>	Other than what is required on the cover letter to this report, it is recommended that CCMH revise its Trauma-Informed Services policy to ensure that all components outlined in the Division's Trauma Informed Services policy (AMH-060-1607, see Appendix A) and procedure (AMH-060-1607-01, see Appendix B) and submit a copy to HSD.
<b>Due Date:</b>	Within 30 days receipt of this report.

<b>Finding #4</b>	
<b>Applicable OAR:</b>	<p><b>309-019-0110</b> <b>Provider Policies</b></p> <p>...</p> <p>(5) The provider's policies and procedures shall:</p> <p>(a) Prohibit psychological and physical abuse of an individual;</p> <p>(b) Prohibit seclusion, personal restraint, mechanical restraint, and chemical restraint;</p> <p>(c) Prohibit withholding shelter, regular meals, medication, clothing, or supports for physical functioning;</p> <p>(d) Prohibit discipline of one individual receiving services by another; and</p>

	(e) Prohibit titration of medications prescribed for the treatment of opioid dependence as a condition of receiving or continuing to receive treatment.
<b>Finding:</b>	CCS's policies and procedures do not contain each component as outlined in 309-019-0110(5)(a-e).
<b>Recommended Corrective Action:</b>	Other than what is required on the cover letter to this report, it is recommended that CCS submit evidence that each component outlined in 309-019-0110(5)(a-e) has been incorporated into policies and procedures.
<b>Due Date:</b>	Within 30 days receipt of this report.

<b>Finding #5</b>	
Applicable OAR:	<p><b>309-019-0130</b>  <b>Personnel Documentation, Training, and Supervision</b></p> <p>...</p> <p>(4) Program staff providing direct services shall receive clinical supervision by a qualified clinical supervisor related to the development, implementation, and outcome of services:</p> <p>...</p> <p>(b) Documentation of two hours per month of supervision for each individual supervised. The two hours shall include one hour of individual face-to-face contact or a proportional level of supervision for part-time program staff. Individual face-to-face contact may include real time, two-way audio visual conferencing;</p>
<b>Finding:</b>	Clinical supervision logs for non-supervisory program staff do not contain documented evidence that monthly face-to-face contact occurred for a minimum of one hour, or documentation that a second hour occurred either by an additional face-to-face contact

	<p>or by other means, such as clinical staffing meetings or group supervision sessions.</p> <p>It was reported to HSD that group supervision, in the form of various clinical staffing meetings, occur every other month for non-supervisors. Therefore, non-supervisory clinical staff are not receiving a full two-hours of clinical supervision each month.</p>
Recommended Corrective Action:	<p>Other than what is required on the cover letter to this report, it is recommended that CCS ensure that the duration of each clinical supervision is documented to provide evidence of the OAR time requirement. Additionally, if CCS continues to conduct clinical staffing meetings for non-supervisory staff ever other month, that CCS review its procedures for clinical supervision to ensure that all program staff receive two hours of documented clinical supervision.</p>
Due Date:	Within 30 days receipt of this report.

<b>Finding #6</b>	
Applicable OAR:	<p><b>309-019-0135</b> <b>Entry</b></p> <p>(1) The program shall utilize an entry procedure that at a minimum shall ensure the provision and documentation of the following:</p> <p>...</p> <p>(d) Written voluntary informed consent for services shall be obtained from the individual or guardian prior to the start of services. If consent is not obtained, the reason shall be documented and further attempts to obtain informed consent shall be made as appropriate;</p>
Finding:	<p>2 out of 21 service records reviewed do not contain a written informed consent for services.</p> <p>For example:</p>

	<ul style="list-style-type: none"> <li>• One record does not contain any written informed consent for services; and</li> <li>• A second record contained a written informed consent for services; however, it was not signed. Therefore, the reviewer could not determine if the individual consented for treatment services.</li> </ul>
Recommended Corrective Action:	Other than what is required on the cover letter to this report, there are no further recommended corrective actions.
Due Date:	Within 30 days receipt of this report.

<b>Finding #7</b> <b>Repeat finding from the April 1, 2015 site review report.</b>	
<b>Applicable OAR:</b>	<p><b>309-019-0135</b>  <b>Entry and Assessment</b></p> <p>(1) The program shall utilize an entry procedure that at a minimum shall ensure the provision and documentation of the following:</p> <p>...</p> <p>(h) At the time of entry, the program shall offer to the individual and guardian, if applicable, written program orientation information. The written information shall be in a language understood by the individual and shall include:</p> <p>(A) An opportunity to complete a Declaration for Mental Health Treatment with the individual's participation and informed consent;</p> <p>(B) A description of individual rights consistent with these rules;</p>

	<p>(C) Policy concerning grievances and appeals consistent with these rules including an example grievance form;</p> <p>(D) Notice of privacy practices; and</p> <p>(E) An opportunity to register to vote.</p>
<b>Finding:</b>	<p>10 out of 21 service records reviewed do not contain evidence that each orientation component outlined in OAR was offered to individuals.</p> <p>For example:</p> <ul style="list-style-type: none"> <li>• Four records do not contain evidence that an opportunity to complete a declaration for mental health treatment was offered;</li> <li>• Three records do not contain evidence that an offer to receive individual rights consistent with OAR 309-019-0115 was given;</li> <li>• One record does not contain evidence that an offer to receive the policy concerning grievances and appeals, consistent with these rules, including an example grievance form was given;</li> <li>• One record does not contain evidence that an offer to receive the notice of privacy practices was given; and</li> <li>• Six records do not contain evidence that an offer to register to vote was given. The Heppner location's lobby did contain voter registration cards; however, during the onsite review they were hidden by a holiday decoration.</li> </ul>
<b>Recommended Corrective Action:</b>	<p>Other than what is required on the cover letter to this report, there are no further recommended corrective actions.</p>
<b>Due Date:</b>	<p>Within 30 days receipt of this report.</p>

<b>Finding #8</b> Repeat finding from the April 1, 2015 site review report.	
<b>Applicable OAR:</b>	<p><b>309-019-0135</b> <b>Entry and Assessment</b></p> <p>...</p> <p>(3) At the time of entry, an assessment shall be completed:</p>
<b>Finding:</b>	One service record reviewed documented an entry date of 4/10/2017; however, an assessment was not documented until January 9, 2018. During these dates, multiple crisis appointments were documented.
<b>Recommended Corrective Action:</b>	Other than what is required on the cover letter to this report, there are no further recommended corrective actions.
<b>Due Date:</b>	Within 30 days receipt of this report.

<b>Finding #9</b> Repeat finding from the April 1, 2015 site review report.	
<b>Applicable OAR:</b>	<p><b>309-019-0135</b> <b>Entry and Assessment</b></p> <p>...</p> <p>(3) At the time of entry, an assessment shall be completed:</p> <p>...</p> <p>(b) Each assessment shall include sufficient information and documentation to justify the presence of a diagnosis that is the medically appropriate reason for services;</p>
<b>Finding:</b>	6 out of 21 service records reviewed do not contain assessments that included sufficient information and

	<p>documentation to justify the presence of a diagnosis that is the medically appropriate reason for services.</p> <p>For example:</p> <ul style="list-style-type: none"> <li>• One mental health service record contained an assessment documenting a diagnosis of Adjustment Disorder; however, the assessment also indicated that the individual reported hearing voices. It could not be determined if the clinician ruled out other diagnoses that may be medically appropriate reasons for services;</li> <li>• Two substance use disorders service records do not contain assessments that included ASAM criteria to provide sufficient information and documentation to justify the presence of a diagnosis that is the medically appropriate reason for services the individuals were receiving; and</li> <li>• Three substance use disorders service records contained assessments that included ASAM criteria; however, the assessments do not adequately provide information for each dimension to provide sufficient information and documentation to justify the presence of a diagnosis that is the medically appropriate reason for services the individuals were receiving. All three assessments do not contain an adequate medical history and all three assessments often contained one-line generic answers that do not provide sufficient information for the dimension.</li> </ul>
<p><b>Recommended Corrective Action:</b></p>	<p>Other than what is required on the cover letter to this report, there are no further recommended corrective actions.</p>
<p><b>Due Date:</b></p>	<p>Within 30 days receipt of this report.</p>

<b>Finding #10</b>	
<b>Applicable OAR:</b>	<p><b>309-019-0135</b> <b>Entry and Assessment</b></p> <p>...</p> <p>(3) At the time of entry, an assessment shall be completed:</p> <p>...</p> <p>(c) For substance use disorders services, each assessment shall be consistent with the dimensions described in the ASAM and shall document a diagnosis and level of care determination consistent with the DSM and ASAM;</p>
<b>Finding:</b>	<p>9 out of 10 substance use disorders service records reviewed do not contain assessments consistent with the dimensions described in the ASAM or documents a diagnosis and level of care determination consistent with the DSM and ASAM.</p> <p>For example:</p> <ul style="list-style-type: none"> <li>• Two service records do not contain assessments consistent with the dimensions described in the ASAM;</li> <li>• Seven service records that contained an assessment consistent with the ASAM do not adequately provide information for each dimension to document a diagnosis and level of care determination consistent with the DSM and ASAM. All seven assessments do not contain an adequate medical history and all seven assessments often contained one-line generic answers that did not provide sufficient information for the dimension to document a diagnosis and level of care determination consistent with the DSM and ASAM.</li> </ul>



<b>Recommended Corrective Action:</b>	Other than what is required on the cover letter to this report, there are no further recommended corrective actions.
<b>Due Date:</b>	Within 30 days receipt of this report.

<b>Finding #11</b>	
<b>Applicable OAR:</b>	<p><b>309-019-0135</b> <b>Entry and Assessment</b></p> <p>...</p> <p>(3) At the time of entry, an assessment shall be completed:</p> <p>...</p> <p>(d) When the assessment process determines the presence of co-occurring substance use and mental health disorders or any risk to health and safety:</p> <p>(A) Additional assessments shall be used to determine the need for additional services and supports and the level of risk to the individual or to others; and</p> <p>(B) Providers shall document referral for further assessment, planning, and intervention from an appropriate professional, either with the same provider or with a collaborative community provider;</p>
<b>Finding:</b>	10 out of 10 service records reviewed do not contain either additional assessments to determine the need for additional services and supports and the level of risk to the individual, or contain documentation of referral for further assessment, planning, and intervention from an appropriate professional, either with the same provider or with a collaborative community provider, when the assessment process determined the presence of co-occurring substance

use and mental health disorders or any risk to health and safety.

For example:

- Nine service records reviewed contained assessments that documented information that may have required additional assessments to determine the need for additional services and supports and the level of risk to the individual but do not document additional assessments. Information includes: continued drinking behaviors to include an excessive amount of daily drinking, blackouts or confirmation of recent drinking; transferring to residential services and enrolling back into outpatient services with no further assessing; recent loss of a 46-year marriage; self-reported panic attacks; thoughts of suicide; lack of eating and sleeping and isolating behaviors since loss of a sibling (in this chart, the clinician marked “None of the above” for risk to self); indicating current risk of harm to self as “Actions/Behaviors” with no additional information documented; and indicating recent hospitalizations for suicidal thoughts and anxiety with no additional information documented;
- Six service records reviewed contained assessments that documented information that may have required referrals for further assessment, planning, and intervention from an appropriate professional, either with the same provider or with a collaborative community provider. Information includes: documentation of individuals not attending the prescribed services and supports (such as group services); current medical issues; and mental health charts indicating substance use behaviors.

<b>Recommended Corrective Action:</b>	Other than what is required on the cover letter to this report, there are no further recommended corrective actions.
<b>Due Date:</b>	Within 30 days receipt of this report.

<b>Finding #12</b>	
<b>Applicable OAR:</b>	<p><b>309-019-0140</b> <b>Service Plan and Service Notes</b></p> <p>(1) In addition to any program specific service delivery requirements, the service plan shall be an individualized plan designed to improve the individual's condition to the point where the individual's continued participation in the program is no longer necessary. The service plan is included in the individual's service record and shall:</p> <p>...</p> <p>(b) Reflect the full assessment and the level of care to be provided;</p>
<b>Finding:</b>	2 out of 10 substance use disorders service records reviewed do not contain any assessment consistent with the dimensions described in the ASAM; therefore, the service plan could not reflect the full assessment and the level of care to be provided.
<b>Recommended Corrective Action:</b>	Other than what is required on the cover letter to this report, there are no further recommended corrective actions.
<b>Due Date:</b>	Within 30 days receipt of this report.

<b>Finding #13</b>	
<b>Applicable OAR:</b>	<p><b>309-019-0140</b> <b>Service Plan and Service Notes</b></p> <p>(1) In addition to any program specific service delivery requirements, the service plan shall be an</p>

	<p>individualized plan designed to improve the individual's condition to the point where the individual's continued participation in the program is no longer necessary. The service plan is included in the individual's service record and shall:</p> <p>...</p> <p>(c) Include a safety plan when the assessment indicates risk to the health and safety of the individual or to others and be updated as circumstances change. The safety plan may be a separate document from the service plan;</p>
<p><b>Finding:</b></p>	<p>2 out of 21 service records reviewed do not contain a safety plan when the assessment indicated risk to the health and safety of the individual or to others.</p> <p>For example:</p> <ul style="list-style-type: none"> <li>• One record contained an assessment that documented the individual had recently been hospitalized due to having suicidal thoughts and anxiety with self-reported panic attacks. No safety plan was documented; and</li> <li>• A second record contained an assessment that documented the individual had not been eating and had been isolating themselves since the death of a sibling. When the clinician completed the risk of harm to self screening, they marked "None of the above." No safety plan was documented.</li> </ul>
<p><b>Recommended Corrective Action:</b></p>	<p>Other than what is required on the cover letter to this report, there are no further recommended corrective actions.</p>
<p><b>Due Date:</b></p>	<p>Within 30 days receipt of this report.</p>

<b>Finding #14</b>	
<b>Applicable OAR:</b>	<b>309-019-0140</b>

	<p><b>Service Plan and Service Notes</b></p> <p>...</p> <p>(2) At minimum, each service plan shall include:</p> <p>(a) Treatment objectives that are:</p> <p>(A) Individualized to meet the assessed needs of the individual;</p> <p>(B) Measurable for the purpose of evaluating individual progress, including a baseline evaluation.</p>
<p><b>Finding:</b></p>	<p>15 out of 21 service records reviewed do not contain service plan objectives that are either individualized or measurable to include a baseline evaluation.</p> <p>For example:</p> <ul style="list-style-type: none"> <li>• Seven records do not contain service plan objectives that are individualized;</li> <li>• Nine records do not contain service plan objectives that are measurable nor included a baseline evaluation; and</li> <li>• Four records do not contain service plan objectives that included a baseline evaluation.</li> </ul> <p>The following are service plan objectives reviewed:  “Learn further coping skills,” “Learn triggers,”  “Client will attend DUI Classes and remain abstinent,” “Will attend groups,” “AOD group weekly”; “Remain Sober”; “Process and cope with grief and loss. Discuss and identify the stages of Grief and Loss per session”; “Client would like to work on skills and behaviors to enable them to have more positive and effective interpersonal relationships”; “I want to get my GED to improve my self-worth and expand my opportunities”; “Learn 3 skills to express</p>

	anger in a healthy manner”; and “I want to have less flashbacks and night terrors with better regulated moods.”
<b>Recommended Corrective Action:</b>	Other than what is required on the cover letter to this report, there are no further recommended corrective actions.
<b>Due Date:</b>	Within 30 days receipt of this report.

<b>Finding #15</b>	
<b>Applicable OAR:</b>	<p><b>309-019-0170</b>  <b>Outpatient Problem Gambling Treatment and Recovery Services</b></p> <p>...</p> <p>(3) Family counseling includes face-to-face or non-face-to-face service sessions between a program staff member delivering the service and a family member whose life has been negatively impacted by gambling:</p> <p>...</p> <p>(b) Services to the family shall be offered even if the individual identified as a problem gambler is unwilling or unavailable to accept services.</p>
<b>Finding:</b>	<p>3 out of 3 problem gambling service records reviewed do not contain documentation that family counseling was offered to family members, even if the individual identified as a problem gambler is unwilling or unavailable to accept services.</p> <p>For example:</p> <ul style="list-style-type: none"> <li>• Two charts indicated that the individuals were married with no documentation that their respective spouse were offered services; and</li> <li>• One chart indicated family sessions were being conducted; however, there was no</li> </ul>

	documentation that the family members were offered services, to include individual counseling sessions.
<b>Recommended Corrective Action:</b>	Other than what is required on the cover letter to this report, there are no further recommended corrective actions.
<b>Due Date:</b>	Within 30 days receipt of this report.

<b>Finding #16</b>	
<b>Applicable OAR:</b>	<p><b>309-019-0170</b>  <b>Outpatient Problem Gambling Treatment and Recovery Services</b></p> <p>...</p> <p>(5) A financial assessment shall be included in the entry process and documented in the assessment.</p>
<b>Finding:</b>	2 out of 3 problem gambling service records reviewed do not contain documentation that a financial assessment was completed.
<b>Recommended Corrective Action:</b>	Other than what is required on the cover letter to this report, there are no further recommended corrective actions.
<b>Due Date:</b>	Within 30 days receipt of this report.

<b>Finding #17</b>	
<b>Applicable OAR:</b>	<p><b>309-019-0170</b>  <b>Outpatient Problem Gambling Treatment and Recovery Services</b></p> <p>...</p> <p>(6) The service plan shall include a financial component consistent with the financial assessment.</p>
<b>Finding:</b>	3 out of 3 problem gambling service records reviewed do not contain documentation that the service plan included a financial component consistent with the

	financial assessment. Two of the three records do not contain any financial assessment.
<b>Recommended Corrective Action:</b>	Other than what is required on the cover letter to this report, there are no further recommended corrective actions.
<b>Due Date:</b>	Within 30 days receipt of this report.

<b>Finding #18</b>	
<b>Applicable OAR:</b>	<p><b>309-019-0170</b>  <b>Outpatient Problem Gambling Treatment and Recovery Services</b></p> <p>...</p> <p>(7) A risk assessment for suicide ideation shall be included in the entry process and documented in the assessment as well as appropriate referrals made.</p>
<b>Finding:</b>	2 out of 3 problem gambling service records reviewed do not contain documentation that a risk assessment for suicide ideation was included in the entry process and documented in the assessment, with appropriate referrals made.
<b>Recommended Corrective Action:</b>	Other than what is required on the cover letter to this report, there are no further recommended corrective actions.
<b>Due Date:</b>	Within 30 days receipt of this report.

<b>Finding #19</b>	
<b>Applicable OAR:</b>	<p><b>309-019-0185</b>  <b>Outpatient Substance Use Disorders Treatment and Recovery Programs</b></p> <p>...</p> <p>(5) Providers that deliver adolescent substance use disorders treatment services or those with adolescent-</p>



	<p>designated service funding shall meet the following standards:</p> <p>...</p> <p>(b) Services or appropriate referrals shall include:</p> <p>(A) Family counseling;</p> <p>(B) Community and social skills training; and</p> <p>(C) Smoking cessation service.</p>
<b>Finding:</b>	<p>2 out of 2 adolescent substance use disorders service records do not contain documented evidence that services were conducted or appropriate referrals made for family counseling, community and social skills training or smoking cessation.</p>
<b>Recommended Corrective Action:</b>	<p>Other than what is required on the cover letter to this report, there are no further recommended corrective actions.</p>
<b>Due Date:</b>	<p>Within 30 days receipt of this report.</p>

<b>Finding #20</b>	
<b>Applicable OAR:</b>	<p><b>309-019-0185</b> <b>Outpatient Substance Use Disorders Treatment and Recovery Programs</b></p> <p>...</p> <p>(6) Continuing care services shall be of appropriate duration and designed to maximize recovery opportunities. The services shall include:</p> <p>...</p> <p>(e) Referral for peer delivered services.</p>

<b>Finding:</b>	2 out of 2 adolescent substance use disorders service records do not contain documented evidence that referrals were made for peer delivered services.
<b>Recommended Corrective Action:</b>	Other than what is required on the cover letter to this report, there are no further recommended corrective actions.
<b>Due Date:</b>	Within 30 days receipt of this report.

<b>Finding #21</b>	
<b>Applicable OAR:</b>	<p><b>309-019-0195</b> <b>DUII Services Providers</b></p> <p>...</p> <p>(5) DUII Education shall include a minimum of four sessions over a four-week period and include the provision of a minimum of 12 hours of didactic education. The minimum 12 hours does not include diagnostic assessment, service planning, or transfer planning. DUII Education shall include but is not limited to:</p> <ul style="list-style-type: none"> <li>(a) Completion of a Division approved DUII Education Pre and Post Test;</li> <li>(b) DUII Laws and Consequences in Oregon;</li> <li>(c) Use of alcohol and other drugs, and their effects on driving;</li> <li>(d) Physical and psychological effects of alcohol and other drugs of abuse;</li> <li>(e) SUD signs and symptoms;</li> <li>(f) SUD recovery support services; and</li> <li>(g) Alternatives to intoxicated driving.</li> </ul>

<b>Finding:</b>	<p>4 out of 5 DUII service records reviewed do not consistently contain documented evidence that each of the OAR required education topics were conducted.</p> <p>For example:</p> <ul style="list-style-type: none"> <li>• One record does not contain documented evidence that any of the OAR required education topics were conducted; and</li> <li>• Three records do not contain documented evidence that each of the OAR required education topics were conducted. Some of the required education topics were found within services notes; however, not all topics could be located to provide evidence of OAR compliance.</li> </ul>
<b>Recommended Corrective Action:</b>	Other than what is required on the cover letter to this report, there are no further recommended corrective actions.
<b>Due Date:</b>	Within 30 days receipt of this report.

<b>Finding #22</b>	
<b>Applicable OAR:</b>	<p><b>309-019-0195</b> <b>DUII Services Providers</b></p> <p>...</p> <p>(9) DUII Service Providers shall use urinalysis testing for use of substances of abuse following procedures in OAR 309-019. Urinalysis tests shall be conducted as deemed clinically appropriate, but no less than:</p> <p>(a) At the time of assessment...</p>
<b>Finding:</b>	3 out of 5 DUII service records reviewed do not contain documented evidence that urinalysis testing was conducted at the time of assessment. Two of the three DUII service records do not contain any documentation of any urinalysis testing.

<b>Recommended Corrective Action:</b>	Other than what is required on the cover letter to this report, there are no further recommended corrective actions.
<b>Due Date:</b>	Within 30 days receipt of this report.

<b>Finding #23</b>	
<b>Applicable OAR:</b>	<p><b>309-019-0195</b> <b>DUII Services Providers</b></p> <p>...</p> <p>(9) DUII Service Providers shall use urinalysis testing for use of substances of abuse following procedures in OAR 309-019. Urinalysis tests shall be conducted as deemed clinically appropriate, but no less than:</p> <p>...</p> <p>(b) Twice per calendar month with no more than 14 calendar days between tests...</p>
<b>Finding:</b>	3 out of 5 DUII service records reviewed do not contain documented evidence that urinalysis testing was conducted twice per calendar month with no more than 14 calendar days between tests. Two of the three DUII service records do not contain any documentation of any urinalysis testing.
<b>Recommended Corrective Action:</b>	Other than what is required on the cover letter to this report, there are no further recommended corrective actions.
<b>Due Date:</b>	Within 30 days receipt of this report.

<b>Finding #24</b>	
<b>Applicable OAR:</b>	<p><b>309-019-0195</b> <b>DUII Services Providers</b></p> <p>...</p>

	<p>(16) Division approved DUII Services Providers must report:</p> <p>...</p> <p>(b) To the referring ADSS as allowed by HIPPA and 42 CFR Part 2:</p> <p>(A) No later than 30 calendar days from the date of referral;</p> <p>(B) Every 30 calendar days while enrolled in DUII Rehabilitation;</p>
<b>Finding:</b>	4 out of 5 DUII service records reviewed do not contain documented evidence that CCS is reporting to the referring ADSS no later than 30 calendar days from the date of referral nor every 30 calendar days while enrolled in DUII rehabilitation.
<b>Recommended Corrective Action:</b>	Other than what is required on the cover letter to this report, there are no further recommended corrective actions.
<b>Due Date:</b>	Within 30 days receipt of this report.

<p><b>Finding #25</b> Repeat finding from the April 1, 2015 site review report.</p>	
<b>Applicable OAR:</b>	<p><b>309-019-0215</b> <b>Grievances and Appeals</b></p> <p>...</p> <p>(4) The provider shall post a Grievance Process Notice in a common area stating the telephone numbers of:</p> <p>(a) The Division;</p> <p>(b) Disability Rights Oregon;</p>

	(c) Any applicable coordinated care organization; and  (d) The Governor's Advocacy Office.
<b>Finding:</b>	CCS is not posting a grievance process notice in a common area.
<b>Recommended Corrective Action:</b>	Other than what is required on the cover letter to this report, it is recommended that CCS submit evidence of the grievance process notice posting and compliance with OAR to HSD.
<b>Due Date:</b>	Within 30 days receipt of this report.

<p><b>Finding #26</b> <b>HEALTH AND SAFETY</b> Repeat finding from the April 1, 2015 site review report. Repeat finding from the December 17, 2010 site review report.</p>	
<b>Applicable OAR:</b>	<p><b>309-019-0205</b> <b>Building Requirements in Behavioral Health Programs</b></p> <p>...</p> <p>(2) Maintain up-to-date documentation verifying that they meet applicable local business license, zoning, and building codes and federal, state, and local fire and safety regulations. It is the responsibility of the program to check with local government to make sure all applicable local codes have been met.</p>
<b>Finding:</b>	CCS's application for recertification of outpatient behavioral health treatment states that fire and safety reports are missing for the service delivery buildings located in Arlington, Condon, Boardman, John Day and Fossil.
<b>Recommended Corrective Action:</b>	Other than what is required on the cover letter to this report, there are no further recommended corrective actions.
<b>Due Date:</b>	<b>Within 3 days receipt of this report.</b>

<b>Finding #27</b>	
<b>Applicable OAR:</b>	<p><b>309-019-0215</b> <b>Grievances and Appeals</b></p> <p>...</p> <p>(5) In circumstances where the matter of the grievance is likely to cause harm to the individual before the grievance procedures are completed, the individual or guardian of the individual may request an expedited review. The program administrator shall review and respond in writing to the grievance within 48 hours of receipt of the grievance. The written response shall include information about the appeal process.</p>
<b>Finding:</b>	<p>CCS's grievances and appeals policy does state that expedited grievances will be reviewed and responded to within 48 hours; however, the appeals process states that appeals be submitted to the Executive Director or GOBHI/OHA as applicable. Per OAR, appeals shall be submitted to the Division.</p>
<b>Recommended Corrective Action:</b>	<p>Other than what is required on the cover letter to this report, it is recommended that CCS review OAR and revise the appeals process, as it relates to expedited grievances, and submit evidence of OAR compliance to HSD.</p>
<b>Due Date:</b>	<p>Within 30 days receipt of this report.</p>

<b>Finding #28</b>	
<b>Applicable OAR:</b>	<p><b>309-019-0215</b> <b>Grievances and Appeals</b></p> <p>...</p> <p>(8) Individuals and their legal guardians may appeal entry, transfer, and grievance decisions as follows:</p>

	<p>(a) If the individual or guardian is not satisfied with the decision, the individual or guardian may file an appeal in writing within ten working days of the date of the program administrator's response to the grievance or notification of denial for services. The appeal shall be submitted to the Division;</p> <p>(b) If requested, program staff shall be available to assist the individual;</p> <p>(c) The Division shall provide a written response within ten working days of the receipt of the appeal; and</p> <p>(d) If the individual or guardian is not satisfied with the appeal decision, they may file a second appeal in writing within ten working days of the date of the written response to the Division Director.</p>
<b>Finding:</b>	CCS's grievances and appeals policy states that appeals be submitted to the Executive Director or GOBHI/OHA as applicable, and that the Executive Director will respond within 10 days. Per OAR, appeals shall be submitted to the Division and the Division shall respond within 10 days.
<b>Recommended Corrective Action:</b>	Other than what is required on the cover letter to this report, it is recommended that CCS review OAR and revise the appeals process, as it relates to expedited grievances, and submit evidence of OAR compliance to HSD.
<b>Due Date:</b>	Within 30 days receipt of this report.

<b>Finding #29</b>	
<b>Applicable OAR:</b>	<p><b>309-033-0230</b></p> <p><b>Custody of Persons Alleged to Be Mentally Ill Prior to Filing a Notification of Mental Illness</b></p> <p>...</p>



	<p>(6) The director directs peace officers or approved secure transport providers to appropriate facility. The director shall adopt written procedures for directing peace officers or approved secure transport providers to transport persons taken into custody, pursuant to ORS 426.228, to an approved hospital or nonhospital facility:</p> <p>(a) The written procedures shall include one of the following, whichever, in the opinion of the director, serves the best interests of persons with mental illness and the community:</p> <p>(A) A list of approved hospitals or nonhospital facilities where peace officers or approved secure transport providers are to transport persons;</p> <p>(B) A procedure for contacting the director 24 hours-a-day, seven days-a-week.</p>
Finding:	CCS could not provide documented evidence of written procedures directing peace officers or approved secure transport providers to transport persons taken into custody, pursuant to ORS 426.228, to an approved hospital or nonhospital facility.
Recommended Corrective Action:	Other than what is required on the cover letter to this report, there are no further recommended corrective actions.
Due Date:	Within 30 days receipt of this report.

<b>Finding #30</b>	
<b>Applicable OAR:</b>	<p><b>309-033-0230</b>  <b>Custody of Persons Alleged to Be Mentally Ill Prior to Filing a Notification of Mental Illness</b></p> <p>...</p> <p>(6) The director directs peace officers or approved secure transport providers to appropriate facility. The director shall adopt written procedures for directing</p>

	<p>peace officers or approved secure transport providers to transport persons taken into custody, pursuant to ORS 426.228, to an approved hospital or nonhospital facility:</p> <p>...</p> <p>(b) The director shall distribute copies of the written procedures to the sheriff and the chief of police of each municipality in the county and approved secure transport providers. The procedures shall be distributed as often as the procedure is amended.</p>
<b>Finding:</b>	CCS has not distributed copies of written procedures to the sheriff and the chief of police of each municipality in the county and approved secure transport providers, directing them where to transport persons taken into custody pursuant to ORS 426.228.
<b>Recommended Corrective Action:</b>	Other than what is required on the cover letter to this report, there are no further recommended corrective actions.
<b>Due Date:</b>	Within 30 days receipt of this report.

<b>Finding #31</b>	
<b>Applicable ORS</b>	<p><b>426.228</b> <b>Custody; authority of peace officers and other individuals; transporting to facility; reports; examination of person</b></p> <p>...</p> <p>(2) A peace officer shall take a person into custody when the community mental health program director, pursuant to ORS 426.233, notifies the peace officer that the director has probable cause to believe that the person is imminently dangerous to self or to any other person. As directed by the community mental health program director, the peace officer shall remove the person to a hospital or nonhospital facility approved by the authority. The community mental health</p>

<p><b>Applicable OAR:</b></p>	<p>program director shall prepare a written report that the peace officer shall deliver to the licensed independent practitioner who is treating the person. The report shall state:</p> <p>(a) The reason for custody;</p> <p>(b) The date, time and place the person was taken into custody; and</p> <p>(c) The name of the community mental health program director and a telephone number where the director may be reached at all times.</p> <p><b>309-033-0230</b> <b>Custody of Persons Alleged to Be Mentally Ill Prior to Filing a Notification of Mental Illness</b></p> <p>...</p> <p>(4) Director's written report. When a peace officer or approved secure transport provider takes a person into custody pursuant to ORS Chapter 426.228 at the direction of the director, a director shall prepare a written report which states:</p> <p>(a) The reason for custody;</p> <p>(b) The date, time and place the person was taken into custody; and</p> <p>(c) The name of the director in the county where the person is taken into custody and a telephone number where the director may be reached at all times.</p>
<p><b>Finding:</b></p>	<p>The director's written report of individuals being taken into custody is not formatted in a way to be delivered by a peace officer to the licensed independent practitioner as described in ORS 426.228 (2).</p>

	Note: It was observed that crisis records documented the information outlined in the director's written report for internal CCS use and that CCS submits a Director's Hold form to the hospital when individuals were being taken into custody. The importance of documenting both the taking of the person in custody with a director's written report and the implementation of a director's hold following a medical screening, as two separate actions, with appropriate documentation for each action, was discussed during the review.
<b>Recommended Corrective Action:</b>	Other than what is required on the cover letter to this report, there are no further recommended corrective actions.
<b>Due Date:</b>	Within 30 days receipt of this report.

**Recommendations:**

*Note: Recommendations are offered as technical assistance and do not require corrective action.*

- It is recommended that CCS have its medical director physically sign and date the medical protocols for further evidence that they have been reviewed and approved. In interview with the medical director, they did state that they are currently and have reviewed and approved the medical protocols.
- It is recommended that CCS update the medical director's agreement to state that they provide medical director leadership for Gilliam, Morrow, Grant and Wheeler Counties. There is a hand-written note on the first page that states they cover all four counties; however, no further edits have been made throughout the document.
- It is recommended that CCS collaborate with the Health Systems Division's DUII Coordinator on the Adult Behavioral Health team in delivering the revised requirements for DUII services providers as outlined in OAR 309-019-0195.
- It is recommended that CCS collaborate with the Health Systems Division's Problem Gambling team in delivering problem gambling services as outlined in OAR 309-019-0170.

- It is recommended that noise machines are placed in the hallways by clinician's doors, in all locations, to further protect confidentiality and mitigate a breach of information.
- HSD reviewers noticed that service plans often contained only one or two objectives. It is recommended that CCS review its procedures on assessment and service planning with its clinicians to ensure all appropriate treatment services are being conducted.

Appendix A  
(Division's Trauma Informed Services Policy)

Appendix B  
(Division's Trauma Informed Services Procedure)

<b>Policy Title:</b>	Trauma Informed Services		
<b>Policy Number:</b>	AMH-060-1607	<b>Version:</b>	1.0
		<b>Effective Date:</b>	7/1/2015

*J. M. [Signature]*, LLSM, CADC III

Approved By: (Authorized Signer Name)

7/3/2014

Date Approved

- Policy
- Procedures
- Forms, etc.
- Definitions
- References
- Contact
- History

## Overview

**Description:** It is the policy of the Oregon Health Authority (OHA) Addictions and Mental Health Division (AMH) that state and community providers and those who oversee public mental health and addiction services are informed about the effects of psychological trauma, assess for the presence of symptoms and challenges related to that trauma, and develop and offer or refer to services that facilitate recovery in accordance with best or promising practices, Oregon Administrative Rules (OAR), Oregon Revised Statutes (ORS), County Financial Assistance Agreements (CFAA) and federal regulations. The policy includes national guidelines for establishing resources for the development of trauma informed services, and to provide educational resources to treatment providers and individuals receiving services regarding the impact of trauma, healing and resiliency strategies.

**Purpose:** The purpose of the Trauma Informed Services Policy is to:

- Promote resiliency, health and wellness for those who have experienced trauma and for their families;
- Create a minimum standard of care for those serving individuals with mental health and addiction challenges in addressing the impact of trauma;
- Establish a standard to provide treatment in a trauma informed manner;
- Increase access to effective and appropriate services for individuals who have experienced trauma; and
- Mitigate vicarious traumatization of treatment providers and others working with traumatized individuals.

**Rationale:** Trauma is a hidden epidemic. As the OHA leads health system transformation, and improves health outcomes, understanding the impact of trauma and providing trauma informed service delivery is critical to better health, better care and lower costs. The human and economic costs of adverse experiences drain individuals' resources for health and productivity across the lifespan and affect all the major human service systems in Oregon.

Addressing individual, family, and community trauma requires a comprehensive, multi-faceted



public health approach. This approach includes increasing awareness of the harmful short and long term effects of trauma experiences across the life span; development and implementation of effective preventive, treatment and recovery/resiliency support services that reflect the needs of diverse populations; creation of strong partnerships and networks to facilitate knowledge exchange and systems development; training and tools to help providers effectively identify trauma and intervene early; and establishing public policy that supports and guides these efforts.

**Applicability:** Individuals receiving services and their families, and staff and administrators in all programs licensed and/or funded by AMH. These include Community Mental Health Programs (CMHPs), subcontracted providers of CMHPs, and other entities receiving behavioral health funding either directly or indirectly through Medicaid or state general funds.

**Compliance:**

Providers shall follow OARs 309-018-0100, 309-022-0100 and 309-019-0100 and any applicable contracts with AMH with respect to providing trauma informed services. Service providers in need of technical assistance to implement the policy shall follow through with AMH recommended targeted technical assistance.

**Policy**

1. Effective July 1, 2015, AMH funded and/or licensed services and supports shall be engaged in a clearly outlined process to become trauma informed. Providers will examine existing practices, environment and treatment approaches to insure trauma specific services (see definitions) are readily available to all individuals. Agencies contracted with AMH will provide trauma services that are individualized, as defined. Services are recommended to be evidence based, promising, or best practices.
2. Community Mental Health Programs, and any providers contracted with CMHPs, must follow the AMH Biennial Implementation Plan Guidelines to describe, assess and plan for effective trauma informed services.
3. Services are provided in a collaborative, person-centered process. A person receiving services and their designated support person(s) will be partners in the treatment planning process.
4. AMH will facilitate the implementation of this policy by providing educational resources, toolkits and other technical assistance, as available, to agencies, customers, community partners or providers.
5. AMH will share guidelines for behavioral health providers to screen, assess and treat acute, chronic and complex trauma (see definitions).

**Recommended Resources**

1. Universal precautions (see definition) are recommended in the provision of services and supports.
2. AMH shall make available fact sheets to provide basic information for CCOs, families, child serving systems, and other interested and impacted stakeholders.

## **Procedures that Apply:**

AMH Trauma Informed Services

## **Forms that Apply:**

## **Definition(s):**

**Evidence-based Practices:** Evidence-based practices are those practices for which there is consistent scientific evidence of positive outcomes. AMH approved evidence-based practices for trauma treatment include but are not limited to Trauma Focused Cognitive Behavioral Therapy, Seeking Safety, Child Parent Psychotherapy, Cognitive Behavioral Interventions for Trauma in Schools, Eye Movement Desensitization and Reprocessing (EMDR) and Dialectical Behavioral Therapy (DBT).

**Individualized:** Customized treatment strategies, services and other supports that suit the particular needs and strengths of an individual.

**Promising Practice:** A program, activity or strategy that has worked within one organization and shows promise during its early stages for becoming a best practice with long term sustainable impact. A promising practice must have some objective basis for claiming effectiveness and must have the potential for replication among other organizations.

**Provider:** An organizational entity, or qualified person, that is operated by or contractually affiliated with, a community mental health program, or contracted directly with the Division, for the direct delivery of addictions, problem gambling or mental health services and supports.

**Re-traumatization:** Individuals may be unintentionally traumatized or re-traumatized in agency or provider settings when psychological trauma is not recognized or addressed. Re-traumatization can be either overt, as in the use of seclusion and restraint, or less obvious, as in a lack of sensitivity by clinicians or others to the potentially triggering impact of their words or behavior, or when the physical environment may emphasize control over an individual's comfort and safety.

**(Psychological) Trauma:** Trauma is the unique individual experience of an event or enduring conditions in which a person's ability to integrate his/her emotional experience is overwhelmed. The person experiences, either objectively or subjectively, a threat to his or her psychological safety, bodily integrity, life or the safety of a caregiver or family member.

Inter-relational trauma refers to the range of mistreatment, interpersonal violence, abuse, assault, and neglect experiences encountered by children and adolescents, and some adults, including familial physical, sexual, emotional abuse and incest; community-, peer-, and school-based assault, molestation, and bullying; severe physical, medical, and emotional neglect; experiencing or witnessing domestic violence; as well as the impact of serious and pervasive disruptions in caregiving as a consequence of severe caregiver mental illness, substance abuse, criminal involvement, or abrupt separation or traumatic loss. Inter-relational trauma is characterized by a repeated pattern of damaging interactions.

Children and adults can also experience trauma from accidents, natural or human-caused disasters, death of a caregiver, and interventions associated with medical procedures.

Trauma experiences are emotionally painful or distressing, and frequently result in lasting mental and physical effects. Trauma responses are described as acute, chronic, or complex:

- **Acute trauma response:** Immediate response to a situation where a person experiences or witnesses an event that causes the victim/witness to experience extreme, disturbing or unexpected fear, stress or pain, and that involves or threatens serious injury, perceived serious injury or death to themselves or someone else. Acute trauma is generally short-lived. A single event can lead to long-term trauma responses. The presence of supportive people in the individual's life can make a difference.
- **Chronic trauma response:** Chronic trauma is described as exposure to trauma repeatedly over long periods of time and can encompass a variety of traumatic events. Individuals who have experienced chronic trauma can have a range of responses, from fear, guilt and shame, to loss of trust in others and they become less able to tolerate normal stress. Because each traumatic event serves as a reminder of another traumatic event, the effects accumulate and each event reinforces the negative impact of the previous trauma.
- **Complex trauma response:** Complex trauma describes both children's exposure to multiple traumatic events, often of an invasive, interpersonal nature, and the wide-ranging, long-term impact of this exposure. These events are severe and pervasive, such as abuse or profound neglect. They usually begin early in life and can disrupt many aspects of the child's development and the very formation of a self.

Since these traumatic events often occur in the context of the child's relationship with a caregiver, they interfere with the child's ability to form a secure attachment bond. Traumatic events associated with the failure of those charged with protecting and nurturing a child have profound and far-reaching effects on nearly every aspect of a child's life. This child's experience has been labeled "toxic stress" to more fully describe this impact.

Toxic stress results from strong, frequent or prolonged activation of the body's stress response, in the absence of a buffering supportive adult relationship. Multiple stressors frequently resulting in a toxic stress response are child abuse or neglect, parental substance abuse, and maternal depression.

Complex trauma can have devastating effects on a child's physiology, emotions, ability to think, learn, and concentrate, impulse control, self-image, and relationships with others. **Across the life span**, complex trauma is linked to a wide range of problems, including chronic physical conditions, addiction, depression and anxiety, self-harming behaviors, and other psychiatric disorders. Changes in the brain and in emotional development can result in self-initiated isolation, and/or inability to get or remain connected to potentially supportive people in the community, further impacting the individual.

**Trauma-informed services:** Trauma-informed services are services and supports that are

informed about and sensitive to trauma-related issues present in individuals who have experienced trauma. The service system has been reconsidered and evaluated in regard to understanding the impact of trauma in the lives of people seeking mental health and addictions services. A standard of “universal precautions” (see definition) exists where people are assumed to have experienced trauma and treated accordingly, rather than the inverse approach. Service systems accommodate the vulnerabilities of individuals who have experienced trauma, and deliver services in a manner that avoids inadvertent re-traumatization, and facilitates their participation in treatment. Collaboration with other practitioners with trauma related clinical expertise takes place. Clinicians and others are encouraged and assisted to address their own vicarious traumatization in working with individuals who have experienced trauma.

**Trauma-specific services:** Trauma-specific services refer to treatment or treatment programs specifically designed to treat individuals who have experienced trauma. Consistency in several areas is paramount: the need for respect, information, connection, and hope for individuals, recognition of the adaptive function of any symptoms that are present; and working collaboratively and in a person-directed empowering manner with individuals who have experienced trauma. Treatment providers recognize a person’s right to services in the most integrated community setting available.

**Universal Precautions:** “*Universal precautions*” is a term used in medical settings to describe the need to assume all individuals seeking services have been exposed to negative conditions. In trauma informed care, universal precautions means *assuming that all individuals presenting for services may have experienced trauma* and may have symptoms from this exposure that are not immediately obvious. Some individuals may not be comfortable to disclose or able to recall their trauma. The high prevalence of trauma exposure in the general population and especially in mental health and addictions populations dictates that a universal precautions approach be used.

**Vicarious Traumatization:** Vicarious trauma is a stress reaction that may be experienced by professionals and peer support specialists who are exposed to disclosures of traumatic images and events by those seeking help. Helping persons may experience long lasting changes in how they view themselves, others, and the world. The symptoms of vicarious trauma are similar to, but usually not as severe as those of posttraumatic stress disorder, and can affect the lives and careers of even those with considerable training and experience in working with disaster and individuals who have experienced trauma.

## **Resources:**

### **Reference(s):**

Revised OARs 309-018-0100, 309-022-0100 and 309-019-0100

SAMHSA Strategic Initiative<sup>1</sup>

ACES study<sup>2</sup>

SAMHSA document on trauma<sup>3</sup>

Building Resiliency: Preventing Adverse Childhood Experiences [ACEs] OHA Public Health

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<sup>1</sup> <http://store.samhsa.gov/shin/content/SMA11-4629/04-TraumaAndJustice.pdf>

<sup>2</sup> <http://www.ajpm-online.net/article/PIIS0749379798000178/abstract>

<sup>3</sup> <http://store.samhsa.gov/product/Helping-Children-and-Youth-Who-Have-Experienced-Traumatic-Events/SMA11-4642>

Division July 2013.<sup>4</sup>

**Contact(s):**

**Name: Amy Baker, Child/Family Mental Health Manager**

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**Policy History:**

**Version 1.0:**

9/16/2013

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<sup>4</sup> <http://public.health.oregon.gov/HealthyPeopleFamilies/DataReports/Documents/OregonACEsReport.pdf>



<b>Procedure Title:</b>	Trauma Informed Services				
<b>Procedure Number:</b>	AMH-060-1607-01	<b>Version:</b>	1.0	<b>Effective Date:</b>	07/01/2015

*Raven A. Mart*

10/2/2014

Approved by (authorized signer name)

Date approved

Step	Responsible Party	Action
1.	Staff and administrators in all programs licensed and/or funded by AMH including Community Mental Health Programs (CMHPs), subcontracted providers of CMHPs and other entities receiving behavioral health funding either directly or indirectly through Medicaid or state general funds.	<p>Please review Appendix A for the rationale for the creation of trauma informed services and systems.</p> <ol style="list-style-type: none"> <li>1. Creation, improvement or reinforcement of trauma informed and trauma specific services and systems includes the following underlying foundation:               <ol style="list-style-type: none"> <li>a. Systems support the efforts of individuals to build resiliency and focus on recovery, convey hope and the belief that people can transform their lives.</li> <li>b. Individuals seeking services and staff providing services are educated about the prevalence and impact of trauma.</li> <li>c. A treatment mindset is adopted reflecting a therapeutic approach of, "What happened to you? vs. "What's wrong with you?"</li> <li>d. An understanding exists in the evaluation of a client that behaviors, presenting symptoms and other challenges experienced by individuals may be efforts to cope with trauma.</li> <li>e. Healing environments are provided that minimize physical harm and emotional re-traumatization.</li> <li>f. Individuals and their symptoms are considered in the context of their life experiences and culture.</li> <li>g. Support exists for open and genuine collaboration between providers and the individuals served.</li> </ol> </li> </ol>
2.	Subcontracted, contracted providers of behavioral health services and CMHPs.	<ol style="list-style-type: none"> <li>1. Providers promote activities and approaches that avoid re-traumatization to an individual seeking service.</li> <li>2. Providers develop and implement policies to ensure:               <ol style="list-style-type: none"> <li>a. Resources and supports for trauma informed services are available in accordance with each individual's needs, including:                   <ol style="list-style-type: none"> <li>i. Screening and assessment</li> </ol> </li> </ol> </li> </ol>

		<ul style="list-style-type: none"> <li>ii. Treatment planning, including transitional service planning</li> <li>iii. Peer support</li> <li>iv. Evidence based and promising practices in trauma treatment</li> <li>v. Resources that enhance cultural and linguistic competence in addressing trauma in vulnerable populations, including historical trauma, trauma existing across multiple generations, and multiple episodes of victimization</li> <li>vi. Communication and collaboration with the team of people in the system of care providing care and care coordination</li> <li>vii. Resources for follow-up and care upon transition out of services, including crisis services appropriate for individuals who have experienced trauma</li> <li>viii. For selected entities, referral to other resources providing these services may be appropriate.</li> </ul> <p>b. Staff and Peer Support</p> <ul style="list-style-type: none"> <li>i. Providers offer trauma informed service training for staff, peer support providers, volunteers and contractors that includes an overview of the facility's policies and procedures, with applicable responsibilities to implement the policy.</li> <li>ii. Behavioral health agencies utilize guidelines for staff skill development in the screening; assessment and treatment of acute, chronic and complex trauma (see definitions in Trauma Informed Services policy).</li> <li>iii. Providers/agencies offer resources and reasonable accommodations to those experiencing vicarious traumatization (see definition) in the course of their employment, and protections as provided under the Americans with Disability Act (ADA).</li> <li>iv. Resources and reasonable accommodations are extended to family members and others who the individual identifies as supportive whenever possible.</li> </ul>

**Policy that applies:**

AMH-060-1607, Trauma Informed Services

**Form(s) that apply:****Contact(s):**

**Name:** Amy Baker

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**Procedure History:**

- **Version 1.0:**  
7/1/2015

**Keywords:**

Trauma Informed Services, Trauma Informed Care, psychological trauma, vicarious traumatization, acute trauma, chronic trauma, complex trauma, traumatic stress

**Findings and Evidence****Appendix A**

In the Adverse Childhood Events (ACE) study by Kaiser Permanente and the Centers for Disease Control, researchers identified strong, graded relationships between exposure to childhood traumatic stressors and numerous negative health behaviors and outcomes, health care utilization and overall health status later in life.

Childhood abuse, neglect, and exposure to other traumatic stressors (ACE) are common. Almost two-thirds of study participants reported at least one ACE, and more than one of five reported three or more ACE. The short- and long-term outcomes of these childhood exposures include a multitude of health and social problems. The ACE Study uses the ACE Score, which is a count of the total number of ACEs that respondents reported. The ACE Score is used to assess the total amount of stress during childhood and has demonstrated that as the number of ACEs increase, the risk for health problems increases in a strong and graded fashion.<sup>1</sup> People with mental health and addiction diagnoses are dying 25 or more years earlier than same age peers without behavioral health diagnoses<sup>2</sup>.

The Substance Abuse and Mental Health Services Administration (SAMHSA) estimates that up to 90% of publicly served individuals living with mental health challenges, up to 80% of those in psychiatric hospitals and over 2/3 of adults in addictions treatment have experienced trauma at some time in their lives. Addressing trauma is a top priority of SAMHSA as one of their key strategic initiatives<sup>3</sup>.

<sup>1</sup> <http://www.cdc.gov/ace/findings.htm>

<sup>2</sup> <http://www.oregon.gov/oha/amh/childrenmentalhealth/Addressing%20the%20Effects%20of%20Trauma%20-%202013.pdf>

<sup>3</sup> <http://store.samhsa.gov/shin/content/SMA11-4629/04-TraumaAndJustice.pdf>



In 2011, an ACEs module was added to the Behavioral Risk Factor Surveillance System (BRFSS) survey, done by the OHA Public Health Division. It revealed that 38% of Oregonians surveyed had at least one adverse childhood event. In the Oregon analysis, higher ACE score was also associated with increased risk for depression and suicide, less physical activity, increased tobacco use, higher obesity rates, heart disease and respiratory disease.<sup>4</sup>

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<sup>4</sup> Building Resiliency: Preventing Adverse Childhood Experiences [ACEs] OHA Public Health Division July 2013  
<http://public.health.oregon.gov/HealthyPeopleFamilies/DataReports/Documents/OregonACEsReport.pdf>



Section and Rule Number: CCBHCs Certified using OAR 409-062-0000					
Requirements	Yes	No	N/A	Description/Comments	Final Remarks
<b>Program Requirement 1: Staffing</b>					
Qualifications and Credentialing (1.A.1 – 1.B.2)					
• Substance Use Disorders Treatment Staff	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Satisfactory
• Medical Directors	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Kara Pattinson (based in Portland)	Satisfactory
• Peer Support Specialists	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Multiple PSSs integrated into treatment team	Satisfactory
Point of contact for Veterans Affairs	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Chris Olwine	Satisfactory
Individualized staff training plans in place (inclusive of cultural competency) (1.C)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Professional trainings, military cultural competency trainings, and staff wellness trainings are in place	Satisfactory
Confidentiality and compliance with HIPAA (1.D.5, 3.A.2, 3.B.4)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Privacy concerns were raised regarding the ability to hear telehealth sessions from the lobby at the John Day location.	Needs improvement. Observation shared at time of site visit.
<b>Program Requirement 2: Availability &amp; Accessibility of Services</b>					
ADA compliant (2.A.3, 1.D.3, 4.D.8)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	John Day location meets CCBHC requirements	Satisfactory
Transportation services available (2.A.4)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	People Mover was being utilized at time of site visit. Program staff unaware of Veterans Transportation Program (VTP).	Satisfactory. Emily will share additional information regarding VTP.
Continuity of operations/disaster plan (2.A.8)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Note: Collocated staff have knowledge of disaster management	Satisfactory
Culturally/linguistically appropriate services and materials (1.D.1-1.D.4, 2.A.1, OR#9)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Some Spanish speakers; contract with Language Lines. Trainings noted in the QI plan	Satisfactory
Timely Access Requirements (2.B – 2.C) <sup>1</sup>					
• Routine needs and initial evaluation completed within 10 business days	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Still room for improvement in getting I-EVAL completed. However data shows a significant decrease in time to get IEVAL completed	Satisfactory with room for improvement. Flagged for follow up at next test data collection period.

<sup>1</sup> Please request screenshots for timely access requirements: routine needs, initial evaluation, first comprehensive assessment, 90 day assessment, access averages



**CCBHC Review Checklist**

**Program Name** Community Counseling Solutions | John Day

**Review Date:** November 2018

				(from 12 days to 4.38 days). Note: access to care is in QI plan (2 visits within 30 days)	
<ul style="list-style-type: none"> <li>Emergency/crisis needs are addressed immediately; access is available 24 hours and mobile crisis response is delivered within 3 hours</li> </ul>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Crisis services need to be provided directly or by state sanctioned crisis service provider	Satisfactory
<ul style="list-style-type: none"> <li>Urgent needs within 24 hours</li> </ul>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	QMHP on call	Satisfactory
Comprehensive evaluation completed within 60 calendar days of first request for services (2.B.1)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Review of clinical files conducted	Satisfactory
Assessment updated no less than every 90 calendar days (2.B.2)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Review of clinical files conducted. 90-day assessments are clearly documented	Satisfactory
No refusal of services due to inability to pay (2.D)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Please confirm sliding fee scale is posted in the CCBHC waiting room and readily accessible to consumers and families	Satisfactory.
No refusal of services regardless of residence (2.E)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Please confirm protocols are in place regarding treatment of consumers who do not live in the catchment area (2.E.2)	Satisfactory
Grievance and appeals process in place (4.A.3)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Satisfactory for CCBHC	Satisfactory. Please see additional comments from HSD
<b>Program Requirement 3: Care Coordination</b>					
<b>Care Coordination Agreements (3.C):</b>					
<ul style="list-style-type: none"> <li>Local EDs</li> </ul>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Blue Mountain/Strawberry Clinic. Policy in place for outpatient detox services.	Satisfactory
<ul style="list-style-type: none"> <li>Tribes (including IHS centers)</li> </ul>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Grant County Tribal Office	Satisfactory
<ul style="list-style-type: none"> <li>Local VAs</li> </ul>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Boise or Walla Walla are closest VHAs. CCBHC reports TriCare will not allow for a QMHP that is not licensed. Note: community member shared transportation to/from Boise and Walla Walla is provided (for eligible persons) by VA. However, services are limited within community.	Satisfactory
<ul style="list-style-type: none"> <li>Rural Health Clinics</li> </ul>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Blue Mountain	Satisfactory

• FQHCs	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	If an agreement has not been established with FQHC or RHC, please note the status of the development of formal contracts.	
• Juvenile and criminal justice agencies	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Weekly meetings with parole and probation. Formal MOU is pending	Satisfactory
• Schools	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Added a school counselor. Plan for an additional school to have 1.5 counselors.	Satisfactory
• Child welfare agencies	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Weekly meetings. Community partner meetings	Satisfactory
• Homeless shelters	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Ongoing issue in community. Low homeless (street) population. Limited housing options. Use of senior centers	N/A
• Employment services	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Offered by CCBHC (fidelity model). Employment staff available during site visit. Employment services noted in EHR	Satisfactory
• Suicide/crisis hotlines and warm lines	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	CCBHC operates warm lines	Satisfactory
• Specialty providers of medications for treatment of opioid and alcohol dependence	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Medical Director. NP has DEA signoff	Flag for follow up at next check in
• End of life/palliative care (OR#8)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	CCBHC nurse, Blue Mountain Hospice	Satisfactory
Interdisciplinary treatment teams (3.D)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Noted in EHR	Satisfactory
Care coordination with DCOs (3.B.4, if applicable)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		N/A
Consumer preference documented (3.A.4 – 3.A.6, 4.E)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Inconsistencies with documenting consumer voice when reviewing client files. Room for improvement	Satisfactory with room for improvement.
CCBHCs follow up to ED visits (3.C.5)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Data indicates compliance. Community partner indicates good relationship.	Satisfactory



**CCBHC Review Checklist**

**Program Name** Community Counseling Solutions | John Day

**Review Date:** November 2018

CCBHC follow up to no-shows/assist in keeping referral appointments (3.A.3)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	No-shows are documented in EHR. However, documentation of any outreach or follow up action was less frequent. Recommend documenting outreach to no-shows.	Satisfactory with room for improvement
<b>Program Requirement 4: Scope of Services</b>					
<b>Core Services (provided by CCBHC on-site to full age range)</b> (Program Requirement 4, OR Standards):	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Satisfactory
• Crisis Services (through a state sanctioned system is okay) (4.C)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Satisfactory
• Treatment planning (4.E)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Satisfactory
• Outpatient mental health and substance use services (4.F)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Satisfactory
• Screening assessment and diagnosis and risk assessment (4.D, 4.G)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Reporting of ASC and TSC not well documented and ASC not well reported on at time of DY1 data collection. Note: ASC reporting has been linked to a data issue and is being corrected.	Screenings and assessments could be happening, but documentation and reporting needs improvement in order to verify.
• Psychiatric rehab services (4.i)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Satisfactory
• Targeted case management (4.H)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Satisfactory
• WM -1 (4.C.1, see endnote) <sup>1</sup>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Satisfactory
<b>Core Services provided by CCBHC or DCO (if applicable), or contracted entity (WM-2 only to full age range)</b> (Program Requirement 4, OR Standards):	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Satisfactory
• Community based mental health care for veterans (4.K)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	CCBHC should be adhering to VA Uniform Mental Health Services Handbook	Satisfactory
• Peer, family support and counselor services (4.J)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Satisfactory
• Outpatient primary care screening and monitoring (4.G)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Satisfactory
• WM-2 (4.C.1, see endnote)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Satisfactory

Person-centered and family-centered care (4.B, 4.E)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Satisfactory
Care for veterans adhere to recovery principles (4.E, 4.K)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Satisfactory
Culturally and linguistically appropriate screening tools. (1.D.1-1.D.4, 2.A.1)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Satisfactory
Use of evidence-based practices identified in CCBHC planning grant (see also, 4.F.2):	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Satisfactory
• Peer delivered services	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Satisfactory
• Cognitive Behavioral Therapy	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Satisfactory
• Motivational Interviewing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Satisfactory
• Recovery Supports	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Satisfactory
• Co-occurring Disorder Treatment	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Satisfactory
<b>Program Requirement 5: Quality &amp; Other Reporting</b>					
CCBHC maintains agreements with DCOs regarding data collection (if applicable) (5.A.3)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		N/A
CCBHC maintains a health IT systems that has the capability to capture structured information in consumer records (demographic information, diagnoses, and medication lists), provide clinical decision support, and electronically transmit prescriptions to the pharmacy. (5.A.1, 3.B)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	MOT/HOU metrics dropped (unknowns went back up) after seeing early improvement in data reporting. Program staff indicates this is likely a workflow issue.	Satisfactory with room for improvement
Current CQI plan is in place and addresses: CCHBC consumer suicide deaths or suicide attempts; and CCBHC consumer 30 day hospital readmissions for psychiatric or substance use reasons (5.B.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Review of death certificates. Youth suicide initiative. Requirements met. Note: QI plan reviewed on 11/23/18.	Satisfactory.
<b>Program Requirement 6: Organizational Authority, Governance &amp; Accreditation</b>					
CCBHC is currently licensed to provide MH & AD services (6.A- 6.C)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Satisfactory
Board has 51% consumer representation (6.B)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Recently confirmed.	Satisfactory



Alternative board (if approved) demonstrates two-way communication (6.B)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Satisfactory
<b>Oregon CCBHC Standards</b>					
Telephone and electronic access (24/7 access to a live person) (OR#1)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Satisfactory
Primary Care: 20 hours a week of onsite primary care for adults, at the CCBHC or co-located provider (OR#4)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Satisfactory
Health record contains (at a minimum) problem list, medication list, allergies, basic demographic information, preferred language (OR#5, see also 5.A.1, 3.B)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Satisfactory.
End of life planning process much be in place and coordination of services available (OR#8)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Formal referral agreements do not need to be in place, but a referral process and ability to communicate to consumers is required.	Satisfactory

**Notes:**

- John Day location offers periodic oral healthcare clinic onsite
- Recommendation to add hours of operation to CCBHC entrance door

**SAMHSA Clarification:**

Ambulatory and Medical Detoxification (criteria 4.c.1): The revised American Society of Addiction Medicine (ASAM) (link is external) criteria list five levels of Withdrawal Management for Adults. It is a requirement that the CCBHC will have the first four available and accessible levels as part of their crisis services. These services need to be readily available and accessible to people experiencing a crisis at the time of the crisis. The four levels include:

- 
- 1-WM: Mild withdrawal with daily or less than daily outpatient supervision; likely to complete withdrawal management and to continue treatment or recovery. The CCBHC must directly provide 1-WM.
  - 2-WM: Moderate withdrawal with all-day withdrawal management support and supervision; at night, has supportive family or living situation, likely to complete withdrawal management. The CCBHC is encouraged to directly provide 2-WM. While the CCBHC must have the 2-WM level of ambulatory withdrawal management available and accessible to eligible consumers, it is not a requirement that this service be provided directly, although it is encouraged.
  - 3.2-WM: Moderate withdrawal, but needs 24-hour support to complete withdrawal management and increase likelihood of continuing treatment or recovery. May be provided directly either by the CCBHC or through a DCO relationship or by referral.
  - 3.7-WM: Severe withdrawal and needs 24-hour nursing care and physician visits as necessary; unlikely to complete withdrawal management without medical, or nursing monitoring. May be provided directly either by the CCBHC or through a DCO relationship or by referral.



**PROVIDING DYNAMIC, PROGRESSIVE AND  
DIVERSE SUPPORTS TO IMPROVE THE WELL-BEING OF OUR COMMUNITIES.**

### Director's Corner

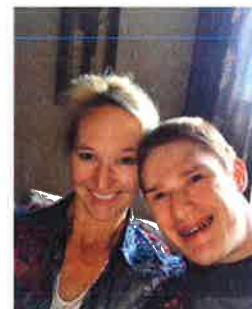
Salutations fellow CCS employees!! I write this as I think about one of my favorite childhood movies – Charlotte's Web. Anyone remember Charlotte greeting Wilbur with "Salutations"? I might be dating myself. I hope that the holidays were good for everyone and that 2019 has moved in kindly and with blessings. I am pleased to announce that I am now the proud owner of an Instapot. I join the millions who have joined the modern pressure cooker revolution. I have made two dishes and have not yet forgotten to open the quick release valve. If you don't know the importance of doing this, you might check with your favorite CCS IT guru...

CCS has a history of bringing in needed programs to our counties or our region. Examples include The David Romprey Oregon Warmline, Lakeview Heights and Juniper Ridge. Over the past two years I have been exploring the possibility of bringing in a short term residential diversion program for kids in the DHS child welfare system. Some of you may have read about kids in child welfare being lodged in hotel rooms for days or weeks when no other placement options can be found. During the day, the kids are shuffled between different schools or sometimes need to spend hours in state offices. Between 2014 and 2016, the state lost a combination of 500 foster care and residential beds. This has resulted in a significant shortage of placement options for children. This kind of instability compounds the trauma that the child has already incurred. The east side of the state has very few placement options. If children are in need of a higher level of care they are

shipped off to the I-5 corridor, posing significant challenges with educational stability and family visiting/reunification.

I have been talking with regional and state leaders about building a program that would begin to address the lack of beds and importantly, pairing that with appropriate mental health and care coordination services. The state DHS office has verbally indicated a strong desire to partner with us to build such a program. After two years of research, it was determined that the north end of Sherman County would be able to support such a facility and that between the county and surrounding areas there was adequate workforce. Specifically, we are looking at a site in the city of Wasco. If the facility comes to fruition, it would serve 12-14 kids ages 10-17 and would employ up to 50 individuals, with positions including residential associates, QMHA/P's, nursing, janitorial, supervisors, etc.

In the upcoming months we will be meeting with the architect to look at site development and building design, continue to develop the programming, and determine financing. There is still a decent chance that this kids' diversion program may not happen, but regardless, we will continue to look at ways that we can meet the needs of those we serve.



Kimberly enjoying a visit with Christopher Duffley

## CCS Board of Directors Member Highlight

Sheriff Gary Bettencourt represents Gilliam County on the CCS Board of Directors.

Sheriff Bettencourt was born and raised in Gilliam County. He was born in Condon and raised on a ranch on Rock Creek, above Olex. After graduating high school Sheriff Bettencourt spent nearly eleven years in Silverton, Oregon working as an



auctioneer and managed a seed processing facility.

In 1994, Sheriff Bettencourt returned to Gilliam County and for seven years owned and operated two businesses. In 1999, Sheriff Bettencourt became a Reserve Deputy for the Gilliam County Sheriff's Office and was hired as a full time Deputy in 2001. After moving to Condon in 2003, Sheriff Bettencourt was promoted to Undersheriff and then became Sheriff in 2005.

Sheriff Bettencourt holds Basic, Intermediate and Advanced police certification through the Department of Public Safety Standards and

Training.

In addition to serving on the CCS Board of Directors Sheriff Bettencourt currently serves on the following Gilliam County boards: Frontier Regional 911, Tri-County Corrections, NORCOR, Gilliam County Fair Board, South Gilliam County Health District, Suicide Awareness for Everyone (SAFE), Court Security, Local Public Safety Coordinating Council (LPSCC), 911 and CCS Gilliam-Wheeler Advisory Council.

CCS greatly values the time and insight that Sheriff Bettencourt brings to the CCS Board of Directors.



Sheriff Gary Bettencourt

## "It's not about you!"...a lesson from an Elf

I've never been one to get my ego into "shopping", or get fired up about holiday sale events. That was until I was ordained to be an Elf for the CCS Christmas Meeting. I'll never forget the moment when I raised my hand to become part of **THE** Elfdom. The initiation ceremony was brief, and to the point, then I found myself knee deep in a 22-item shopping to-do list. My process to buy all these items was not scientific and may possibly be un-

sound. Gift selection for CCS employee's was not just a passing thought, but a "must get it right." Overthinking the details is my specialty, so I needed some support to mitigate my instincts. I found myself getting that support from my girlfriend, who has some **serious** shopping skills. When she began giving me feedback on my purchase ideas, "it was fireworks!" Dramatic events happened in department store aisles, with me stating: "there's no

way someone will want that!" Her response back to me, was blunt: "STOP ! REMEMBER THIS IS NOT FOR YOU". My imposing hand movements and elevated voice brought some unwanted attention, but her advice was sound.

It's difficult to admit but I'm pretty sure, her feedback helped the elfing mission **tremendously!** Too many personal lessons were learned in the Elfing mission of 2018, along with the reminder to really listen to people close to

us. To all my brother and sister Elves: Firstly, thank you for sharing your wisdom; second, may you thrive in your craft and hone the artform of gift selection, but mostly, enjoy the process.

~Chris Olwine



**CCS COMPANY STORE: <https://www.myccsstore.com/>**

Did you know that CCS offers scholarships to graduating seniors from Morrow, Wheeler, Gilliam and Grant counties who are seeking a career in psychology, counseling, social work or nursing? Up to six (6) \$1,000 scholarships are awarded each year and are renewable for three additional years.

If you would like additional information regarding the criteria or to obtain an application, please contact Kristie at 541-676-9161.

## WHAT'S UP WITH WELLNESS...

There's a lot happening on the wellness front! Our Walker Tracker program will be up and running in February! An email will be going out to all staff with registration instructions. We would like to have everyone registered as soon as possible!



The wellness committee is also excited to announce that we are offering Weight Watchers (to benefited employees only at this time) for 12 weeks and CCS is covering 100% of the cost! We hope to get the meetings started by the end of February, so please check your emails from the wellness committee for more information or email Linsey Hanna.

Water coolers should be showing up in offices in the next few weeks as well!

Juniper Ridge is always needing donations of comfortable cloths (t-shirts and sweats preferred) and coats for both men and women. Many times clients arrive with nothing but paper scrubs. They would also like to expand their book and movie library. Please contact brandi.fountain@gobhi.net to arrange your donation!

## Wellness Tip.... Walk like an Egyptian ...uhhh make that a Penguin



You know you're from the 80's if you understood that! :)

### What can you do to prevent slips and falls in wet and cold conditions?

It's that time of year where the outdoors become a *Winter Wonderland*. When walking from your vehicle to the front door of the workplace, please remember the following things in order to keep yourself and others safe.

- \* Keep walkways, stairways and other heavily trafficked work areas clear of obstacles, and take action to address potential hazards such as water on floors or snow on sidewalks as soon as you see them.
- \* Always look where you're going and have your hands ready to steady yourself in the event that you slip or lose your footing.
- \* Avoid carrying heavy loads that could compromise your balance.
- \* Adjust your stride.

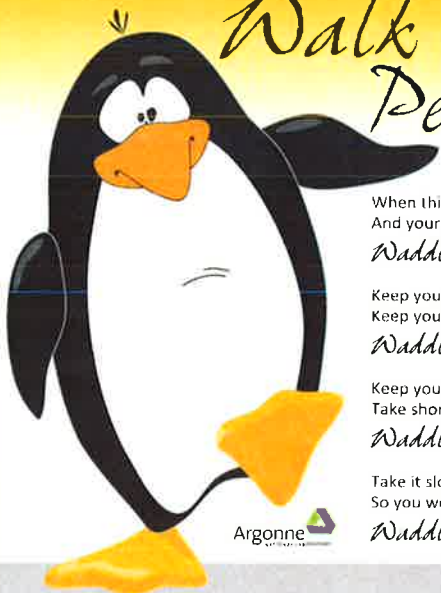
Here's a helpful guide in adjusting your stride to surface conditions:

- \* Use a normal stride in dry conditions or when the surface has adequate traction. At times only the heel of one foot is in contact with the walking surface.
- \* Walk with short strides in hazards such as debris, wet surfaces, snow, or layers of leaves. A shorter stride allows more contact between the soles of your shoes and the walking surface.
- \* Walk like a penguin when surfaces are slippery, such as ice, or a wet floor. The penguin walk provides maximum contact between the soles of your shoes and the walking surface.
- \* Follow this link to see a visual of how to walk like and keep yourself safe in slippery conditions



<https://youtu.be/eQlrFVDRAjM>

## Walk like a Penguin!




When things get cold and icy,  
And your path looks kind of dicey,  
*Waddle on!*

Keep your toes all pointed out-y,  
Keep your knees all loosey-goosey,  
*Waddle on!*

Keep your hands outside your pockets,  
Take short steps so you won't rocket,  
*Waddle on!*

Take it slowly. Holey-moley,  
So you won't fall down and roll-y,  
*Waddle on!*

Argonne 

**Program Spotlight:****Problem Gambling Program, by Carol Humphreys, CGACI**

*Due to my being the only person providing counseling for problem gamblers at CCS, it's likely there are some people who don't know what I do - or why! In fact, when someone finds out that I provide this service, generally, there is a smile and I am asked if I have any tips for them the next time they go to the casino!*

*I don't blame them - even I really didn't realize how significant the need was for this service when I first started this area of counseling. Considering that 97-98% of adults who gamble in Oregon do so responsibly, I didn't see the 2-3% to be a concern. However, this adds up to between 84-126,000 adults in Oregon who have a gambling problem. That IS significant! Also consider that sales for JUST VLT's (Video Lottery Terminals that used to be called "Poker Machines") in Morrow Co in 2017 was \$1,950,795.00. Grant County VLT sales was \$1,453,108,00. Wheeler County (with just one bar now with no VLT's and had 5 machines only) was \$153,067.00 and Gilliam County was \$295,992.00. Obviously a lot of money and this doesn't even count things like Powerball, etc., "Scratch-its," or any other type of gambling.*

*So, what constitutes a gambling problem? Any betting or wagering that causes family, financial, legal, emotional or other problems for the gambler, their family or even friends makes it a gambling problem! Quite often, the gambler is secretive about their problem, so guilt eats away at them whether they are simply hiding or outright lying. Additionally, a spouse of the secretive gambler doesn't always know until things are out-of-hand, and this causes feelings of betrayal on the part of the spouse. High rates of suicidal tendencies have been reported in clinical populations of problem gamblers, with estimates of attempted suicide in the range of 17% to 24%. No other addiction has as high a rate of suicide as problem gambling. This points to all of us paying attention to the clues we might get from a depressed person coming into services.*

*The problem gambler is different than someone addicted to substances in that you can often tell if someone is inebriated or high on drugs, but there's no "sign" per se of someone who has a problem with gambling as compared to the vast majority who gamble responsibly. So, they also cannot figure out why they can't seem to stop! They are often very smart - so they ought to be able to make themselves stop, right? Well, studies have shown, especially in the area of things like PET scans, that the brain of the problem gambler reacts the same as those who are addicted to any other thing, even though you obviously can't see what a PET scan shows when just observing someone. Those without the problem do not have their brains react in the same way. Why? That's the million-dollar question - if we could figure that out, we could perhaps find ways to help people with*

## Program Spotlight cont.: Problem Gambling Program

### ALL addictions!

Urban and rural areas are also different. In our rural areas, it's more difficult for people to admit to problems, and they don't want discovery of their problems, and small towns invite that - i.e. gossip.

Having our employees aware of how serious this is can be helpful to notice little signs that a person might be struggling monetarily, and then letting them know that we do offer problem gambling counseling. Being cognizant to tell them that it's a free service we offer for them, family and even friends can also be instrumental for them to admit and gain the help they need. With the advent of Internet counseling, it's great for me to be able to be many places in a day without leaving home to not just provide help, but when it's out of their own homes, they don't have to worry about someone else finding out.

Starting 1/23, I will be visiting with each office - making appointments to meet with clinicians and front office staff along with community partners. I want to go over ways to help discover clients out there we know must be suffering from this issue and offer them help. We know they are there, and I'm sure, like myself, we all want to make sure they get the help they need if possible!

If you would like to reach me or refer others, my contact information is:

Carol Humphreys, CGACI

541-620-0849 (wk)

541-977-7707 (staff feel free to use my personal phone)



**Congratulations to Rebecca Humphreys who has accepted the Boardman clinical supervisor position and is transitioning from the Fossil office.**

### CURRENT OPEN POSITIONS:

- ⇒ School Based Mental Health Specialist, Ione
- ⇒ Crisis Supervisor
- ⇒ Psychiatric Mental Health Nurse Practitioner, JRACC
- ⇒ Mental Health Specialist, Boardman
- ⇒ QA Coordinator
- ⇒ Clinical Supervisor, JRACC
- ⇒ Mental Health Specialist, Arlington
- ⇒ Mental Health Specialist, Fossil
- ⇒ Mental Health Specialist, John Day
- ⇒ Maintenance Tech, Lakeview Heights
- ⇒ Accreditation Coordinator, John Day
- ⇒ Residential Associate (2), Lakeview Heights
- ⇒ HR Assistant, Heppner
- ⇒ Crisis Worker, location open

In December, the Branding Committee held a drawing throughout the communities and gave away 17 Christmas dinners. Many thanks to all who pitched in to make this possible. Following are pictures of a few of the winners!





## Welcome to the Team!

- 👋 Matthew Glubrecht – Warmline Operator
- 👋 Joanna Zondervan – Warmline Operator
- 👋 Bertha Woods – Warmline Operator
- 👋 Janice Perciano – Senior Outreach Operator
- 👋 Glenda Harvey – Office Support Specialist, John Day
- 👋 Chris Humphreys – CIT Coordinator; Law Enforcement Liaison; Adult Protective Services Investigator; Safety Coordinator
- 👋 Brent Labhart – MHS, John Day
- 👋 Deanna Proper – Nurse, John Day
- 👋 Zaira Sanchez – Supported Employment Specialist; Student Mentor Coordinator, Boardman
- 👋 Tracy Solomon – Residential Associate, Lakeview Heights
- 👋 Hailey Hartley – MHS Irrigon JR/SR high School Based Counselor, Irrigon

CCS said good bye to the following employees and wishes them luck in their future endeavors!

Becky Cherry  
Karin Hefington

Becky Artrip  
Kathy Cancilla

### HR Corner

Each employee is unique and brings something different to the table. Studies show that feeling a sense of belonging in the workplace leads to more than just good vibes and friendships. Belonging is what allows employees to feel like they can be their authentic selves without fear of different treatment or punishment—and it has a major impact on performance and retention. Diversity and inclusion still matter, but they won't cut it if you don't consider belonging as part of the equation. Belonging [is the crucial piece of the puzzle, leading to psychological safety and employee engagement](#). Supportive environments even trigger different responses in the brain, leading to better collaboration and problem solving.

## EMPLOYEE SPOTLIGHT!



**Rita Martin**  
Peer Support Specialist  
CCS employee since  
10/06/2015

- ❖ **What is something you are afraid of?**  
Anything involving my children suffering in any way.
- ❖ **What keeps you motivated?**  
My children and relationship with my higher power.
- ❖ **If you could learn to do something really well, what would it be?**  
Speak Spanish, draw, and play the drums.
- ❖ **Fun facts about me!**  
I have an extra toe on my right foot...Just Kidding!  
I don't know, driving fast with the music loud (not in company cars of course) is my therapy, it brings me back to my center.
- ❖ **I can't believe I once...**  
This is a loaded question for me LOL! Oh, I know!  
I can't believe I once got to meet Si Robertson from Duck Dynasty!

Morrow Co. 2017/2018 Enrollment Data

<u>Adult OP MH</u>	Enrolled 2018	At least one visit during Month 2018	Total # Services 2018	Enrolled 2017	At least one visit during Month 2017	Total # Services 2017
Jan	472	132	399	345	132	324
Feb	466	119	328	351	128	318
Mar	495	160	376	358	152	426
Apr	490	158	346	367	137	366
May	505	106	324	359	149	399
Jun	539	182	354	355	147	405
Jul	528	190	375	347	126	371
Aug	551	136	392	349	136	383
Sept	550	115	269	351	103	410
Oct	476	124	287	489	110	316
Nov	471	103	244	484	113	294
Dec	468	111	236	476	111	314
<u>Chemical Dependency</u>	Enrolled 2018	At least one visit during Month 2018	Total # Services 2018	Enrolled 2017	At least one visit during Month 2017	Total # Services 2017
Jan	247	51	104	186	53	103
Feb	244	31	56	182	47	117
Mar	284	55	32	184	51	117
Apr	250	90	18	186	52	100
May	266	75	75	184	56	130
Jun	272	72	146	186	56	116
Jul	275	31	155	185	60	113
Aug	306	29	64	185	67	161
Sept	306	22	53	186	55	152
Oct	297	47	180	250	44	107
Nov	295	37	158	250	48	105
Dec	297	41	136	250	38	77
<u>Child OP MH</u>	Enrolled 2018	At least one visit during Month 2018	Total # Services 2018	Enrolled 2017	At least one visit during Month 2017	Total # Services 2017
Jan	323	98	302	140	72	102
Feb	322	99	221	140	72	145
Mar	358	123	244	149	87	162
Apr	355	134	287	149	85	133
May	362	186	209	151	90	128
Jun	374	133	90	165	77	158
Jul	383	116	69	171	74	169
Aug	388	82	217	185	76	161
Sept	388	76	162	204	68	163
Oct	362	93	252	333	133	273
Nov	355	85	200	329	84	230
Dec	355	92	164	325	74	163
<u>Assessments</u>	Chemical Dependency Assessments 2018	Adult Assessments 2018	Child Assessments 2018	Chemical Dependency Assessments 2017	Adult Assessments 2017	Child Assessments 2017
Jan	8	17	11	11	13	11
Feb	3	7	11	5	13	8
Mar	4	9	14	3	12	19
Apr	5	20	13	0	12	16
May	7	8	14	5	16	12
Jun	11	18	8	1	12	9
Jul	7	17	9	5	11	8
Aug	10	22	6	6	12	9
Sept	8	10	7	9	17	12
Oct	13	13	22	5	13	14
Nov	12	7	9	13	15	13
Dec	7	7	11	4	13	11
Annual Totals	93	155	135	67	159	142



Morrow Co. 2018/2019 Enrollment Data

<b>Adult OP MH</b>	<b>Enrolled 2019</b>	<b>At least one visit during Month 2019</b>	<b>Total # Services 2019</b>	<b>Enrolled 2018</b>	<b>At least one visit during Month 2018</b>	<b>Total # Services 2018</b>
Jan	516	143	391	472	132	399
Feb	490	125	294	466	119	328
Mar				495	160	376
Apr				490	158	348
May				505	106	324
Jun				539	182	354
Jul				528	190	375
Aug				551	136	392
Sept				550	115	269
Oct				476	122	287
Nov				471	103	244
Dec				468	111	236
<b>Chemical Dependency</b>	<b>Enrolled 2019</b>	<b>At least one visit during Month 2019</b>	<b>Total # Services 2019</b>	<b>Enrolled 2018</b>	<b>At least one visit during Month 2018</b>	<b>Total # Services 2018</b>
Jan	317	50	173	247	51	109
Feb	315	45	170	244	31	56
Mar				284	55	32
Apr				250	50	18
May				266	75	75
Jun				277	72	146
Jul				275	31	155
Aug				306	29	64
Sept				306	22	53
Oct				297	47	180
Nov				295	37	159
Dec				297	41	136
<b>Child OP MH</b>	<b>Enrolled 2019</b>	<b>At least one visit during Month 2019</b>	<b>Total # Services 2019</b>	<b>Enrolled 2018</b>	<b>At least one visit during Month 2018</b>	<b>Total # Services 2018</b>
Jan	377	104	290	323	98	302
Feb	356	102	195	322	99	221
Mar				358	123	244
Apr				355	134	287
May				362	186	209
Jun				374	133	90
Jul				383	116	69
Aug				388	82	217
Sept				388	76	162
Oct				382	93	252
Nov				355	85	200
Dec				355	92	164
<b>Assessments</b>	<b>Chemical Dependency Assessments 2019</b>	<b>Adult Assessments 2019</b>	<b>Child Assessments 2019</b>	<b>Chemical Dependency Assessments 2018</b>	<b>Adult Assessments 2018</b>	<b>Child Assessments 2018</b>
Jan	6	15	19	8	17	11
Feb	4	16	18	3	7	11
Mar				4	9	14
Apr				5	20	13
May				7	8	14
Jun				11	18	8
Jul				7	17	9
Aug				10	22	6
Sept				6	10	7
Oct				13	13	22
Nov				12	7	9
Dec				7	7	11
<b>Annual Totals</b>	<b>10</b>	<b>11</b>	<b>37</b>	<b>93</b>	<b>155</b>	<b>135</b>

2019 Name of Interpreter	Language Translated/Interpreted	Minutes Total	Episodes	Location within CMHP	Month	Month Total for Agency Minutes	Month Total - Episodes
Cindy Fuentes	Spanish	279	23	Boardman	Jan-19		
Vanessa Sandoval	Spanish	90	2	Boardman	Jan-19	369	25
Cindy Fuentes	Spanish	496	17	Boardman	Feb-19		
Vanessa Sandoval	Spanish	60	1	Boardman	Feb-19	556	18
Cindy Fuentes	Spanish			Boardman	Mar-19		
Vanessa Sandoval	Spanish			Boardman	Mar-19		
Cindy Fuentes	Spanish			Boardman	Apr-19		
Vanessa Sandoval	Spanish			Boardman	Apr-19		
Vanessa Sandoval	Spanish			Boardman	May-19		
Cindy Fuentes	Spanish			Boardman	May-19		
Vanessa Sandoval	Spanish			Boardman	Jun-19		
Cindy Fuentes	Spanish			Boardman	Jun-19		
Vanessa Sandoval	Spanish			Boardman	Jul-19		
Cindy Fuentes	Spanish			Boardman	Jul-19		
Vanessa Sandoval	Spanish			Boardman	Aug-19		
Cindy Fuentes	Spanish			Boardman	Aug-19		
Vanessa Sandoval	Spanish			Boardman	Sep-19		
Cindy Fuentes	Spanish			Boardman	Sep-19		
Vanessa Sandoval	Spanish			Boardman	Oct-19		
Cindy Fuentes	Spanish			Boardman	Oct-19		
Vanessa Sandoval	Spanish			Boardman	Nov-19		
Cindy Fuentes	Spanish			Boardman	Nov-19		
Cindy Fuentes	Spanish			Boardman	Dec-19		
Vanessa Sandoval	Spanish			Boardman	Dec-19		
					2019 TOTAL	925	43

### CCS Productivity-February

	152	19-Feb	FTE	Available Hours	Non-Group Hours	Group Hours	UNadj %	Adj %	PE&O hrs	Cum. UNadj%	Cum. Adj%
Ansotegui, Brooke			1	96	20	0	21	21	3	16%	16%
Bane, Danny			1	152	6	47	35	16	0	40%	20%
Campos, Katharine			1	152	26	14	26	21	0	20%	19%
Colin, Mayra			1	152	31	0	20	20	0	22%	22%
Cooney, Joseph			1	152	23	3	17	16	0	31%	26%
Day, Maxine			0.5	76	15	0	20	20	15	16%	16%
Deming, Michelle			1	152	27	42	45	29	0	65%	41%
Donnelly, Keyes			0.75	114	10	0	9	9	0	8%	8%
Erevia, Kymberli			1	152	36	0	24	24	0	32%	29%
Garcilazo, Audriana			1	152	37	0	24	24	7	26%	26%
Garner, Robert			1	152	62	0	41	41	0	47%	47%
Gordineer, Tammera			1	156	24	38	0	0	0	21%	16%
Hoeffner, Bethany			1	152	42	0	28	28	1	26%	26%
Humphreys, Carol			0.6	91	15	0	16	16	0	25%	23%
Humphreys, Rebecca			0.7	106	20	0	19	19	0	22%	22%
Judd, Lydia			0.5	76	24	0	32	32	0	25%	24%
Kennedy, Kasandra			1	152	30	0	20	20	0	39%	39%
Martin, Rita			1	152	42	6	32	29	0	21%	17%
Miller, Jackie			1	152	23	0	15	15	42	22%	21%
Moore, Saige			0.4	61	16	0	26	26	0	26%	26%
Moore, Sara Jane			0.67	102	50	0	49	49	2	26%	26%
Owen, Chris			1	152	43	0	28	28	0	33%	33%
Parks, Melanie			1	152	17	0	11	11	0	10%	10%
Pattinson, Kara			0.6	91	27	0	30	30	0	35%	35%
Salisbury-Colson, Karla			0.6	91	15	0	16	16	0	19%	19%
Sneed, Patricia			1	152	11	7	12	9	0	22%	15%
Spears, Craig			1	152	44	0	29	29	0	30%	26%
Studer, Matt			0.5	76	19	0	25	25	0	31%	27%
Wagner-DeMeritt, Julaine			1	152	42	7	32	29	0	32%	30%
Webster, Catrina			1	152	48	0	32	32	0	21%	21%
<b>Total:</b>				<b>3873</b>	<b>845</b>	<b>164</b>	<b>26</b>	<b>24</b>	<b>70</b>	<b>28%</b>	<b>24%</b>
<b>Total Unadjusted:</b>				<b>26</b>							
<b>Total Adjusted:</b>				<b>24</b>							
<b>Agency Cumulative Average:</b>					<b>UnAdj%</b>	<b>Adj%</b>					
					<b>28%</b>	<b>24%</b>					
<b>New Employees &lt; 6 Months</b>											
				Avail Hours	Non-Group Hrs	Group Hrs	UNadj%	Adj%	PE&O	Cum. UNadj%	Cum. Adj%
Blood, Shannon			1	156	23	0	15	15	0	19%	19%
Escobedo, Jennifer			1	152	17	53	46	25	0	31%	20%
Labhart, Brent			1	152	60	0	39	39	11	39%	39%
Teixeira, Antoinette			1	152	2	0	1	1	13	4%	4%
<b>PEO listed is not included in productivity percentages</b>											
Campbell, Jennifer			1	152	0	492	324	129	0	355%	145%
Collette, Ashley			0.9	137	0	480	351	140	0	373%	150%
Howey, Tami			0.9	137	0	744	544	218	0	393%	158%
Sweeney, Brooke			0.9	137	0	276	202	81	0	324%	130%
Thewes, Alysson			1	152	0	252	166	66	0	194%	100%
<b>School Based Productivity</b>											
				Total Hrs	Non Group	SB Service	UNadj%	Adj%	PE&O	Cum. UNadj%	Cum. Adj%
Garcilazo, Andrea			0.9	137	1	9	7	3	24	1%	1%
George, Amy			0.9	137	4	16	15	8	27	1%	1%
Hams, Katie			0.9	137	0	0	0	0	3	2%	2%
Hartley, Halley			1	152	1	0	1	1	26	1%	1%
Reed, Alisha			1	152	34	7	27	24	21	20%	20%
Wright, Grant			1	152	2	8	7	3	35	1%	1%

# Community Counseling Solutions

## 2019 Quality Assessment & Performance Improvement Plan

<b>Performance Objectives Aimed At Improving Services:</b>	<b>Strategies designed to meet the performance objectives and measure progress and/or monitor status:</b>	<b>Anticipated Outcomes:</b>
<p><b>Objective 1: Access to Care:</b>                      CCS will collect data on member’s ability to access at least two services within the first 30 days from start of services. Research has shown that the quicker someone engages in treatment, the more likely they will continue and/or complete treatment.</p>	<p>CCS Mental Health and Addictions Programs will track the number of encountered services within the first 30 days of start of service;                      Will be determined by site and clinician quarterly                      Will compare those who get in sooner to those that don’t, to determine average length of engagement in treatment.</p>	<p>CCS will provide 2 encountered services within the first 30 days of a member’s start of services in 70% of GOBHI cases. Data will be compiled and submitted to GOBHI quarterly.</p>
<p><b>Objective 2: Access to Care</b>                      Ensure accessibility in terms of timeliness of response to triage, routine, urgent and emergent requests for behavioral health services. CCS will also track enrolled client suicide deaths and enrolled clients who have a readmission to a hospital level of care within 30 days of discharge for psychiatric or substance use reasons.</p>	<p>CCS will track the adherence to access to care standards:</p> <ul style="list-style-type: none"> <li>· Triage within 15 minutes</li> <li>· Routine Care within 14 days</li> <li>· Urgent Care within 48 hours</li> <li>· Emergent Care within 24 hours</li> <li>· Hospital Discharge – Appt within 7 days</li> </ul> <p>Track any readmissions to acute care within 7 days of discharge</p>	<p>CCS will provide services to members in accordance with the urgency designation they are given during triage. Data will be compiled and submitted to GOBHI quarterly.                      All access standards will be targeted at 100%.                      Utilizing Pre-Manage and Arcadia data, CCS will track readmissions to acute care within 7 days. Discharges</p>

		from acute care and readmissions within 7 days will be followed up with targeted case management and referral to ACT or CCM as appropriate.
<p><b>Objective 3: Quality of Clinical Care</b></p> <p>CCS will adopt GOBHI's adopted evidence-based nationally recognized clinical practice guidelines for GOBHI's top behavioral health diagnosis, which are PTSD, Schizophrenia, and ADHD (outpatient).</p>	<p>CCS will complete chart audits twice per year to evaluate clinical practices against aspects of the practice guidelines to ensure best practices. Chart reviews will include three separate chart reviews of members with PTSD, Schizophrenia, and ADHD (children) to ensure compliance with GOBHI's clinical practice guidelines. The results of these audits will be given to the clinician and the supervisor on a regularly scheduled basis. Clinical practice guidelines will be provided to staff within clinical training meetings.</p>	<p>CCS will adopt clinical practice guidelines provided by GOBHI, and will achieve compliance with those practice guidelines</p>
<p><b>Objective 4: Quality of Clinical Care SE:</b></p> <p>Improve the fidelity of CCS' SE program</p>	<p>Continue to seek and utilize technical assistance from OSECE in order to continue building Supported Employment program to fidelity. To meet fidelity, the SE program coordinator will provide overview training to clinical and Administrative staff for full understanding of fidelity standards and progress of the program.</p>	<p>CCS will retain full fidelity approval of the supported employment program by 1) increasing the frequency of the Job Search plan, 2) increase the utilization of the Follow Along plan, and 3) increase Benefits Counseling with SE members. Identify applications of natural supports.</p>

<p><b>Objective 5: Quality of Clinical Care for ACT</b>          Improve the fidelity of CCS' ACT program</p>	<p>Continue to increase collateral contacts and obtain a consistency in clinician contacts with all ACT clients to meet fidelity. Identify a nurse to ensure full fidelity.          ACT program coordinator will provide overview training to clinical staff within clinical training meetings for full understanding of fidelity standards.</p>	<p>CCS will retain full fidelity approval of the ACT program.</p>
<p><b>Objective 6: Quality of Clinical Care for EASA</b>          Improve the fidelity of CCS' EASA program</p>	<p>EASA program will increase peer services and coordinator will provide training to all clinical staff in each office for full understanding of fidelity standards.</p>	<p>CCS will obtain minimum fidelity approval of the EASA program.</p>
<p><b>Objective 7: Quality of Wraparound services:</b>          Define fidelity capabilities of CCS' Wraparound program</p>	<p>Wraparound clinician/peer/care coordinator/ or partner will spend at minimum 2.5 hours per week per client. Clinician will have up-to-date referrals and ROI's in Credible. Wraparound Coordinator will meet with QA twice a year to meet fidelity.</p> <p>All CCS Clinicians who work with youth will have completed an education/wraparound engagement session with wraparound staff. All CCS supervisors will receive an education/wraparound engagement session with wraparound staff</p> <p>Improve productivity and fidelity documentation in the CCS Wraparound program.</p> <p>Improve consistency of Child and Family Team</p>	<p>The Wraparound program's goal is to work towards successful transition out of the Wrap Program. CCS will obtain minimum fidelity approval of the Wraparound program.</p>

	<p>Meetings</p> <p>Develop Wraparound Review Committee/Practice Level Work group efficiency in all four counties.</p> <p>Develop SOCWI Executive committee group efficiency.</p>	
<p><b>Objective 8: Member's Experience:</b></p> <p>Monitor member satisfaction with care and services provided by contracted providers</p>	<p>Review and analyze administered surveys on an annual basis. Identify improvement opportunities and develop intervention strategies as indicated. Customer Satisfaction Survey will be conducted at time services end. A selected clinician will do phone survey for those missed at time of service.</p>	<p>Establish a data set based on previous year's survey responses. CCS will include results in marketing services to the community thus increasing penetration rates within our service area.</p>
<p><b>Objective 9: Quality of Clinical Care</b></p> <p>Ensure high risk clients receive quality care, reduce frequency of client and community suicides.</p>	<p>Review Columbia Screening Scores for all CCS clients, both outpatient and residential. All clients scoring high will be put on a list that is reviewed twice weekly by a team comprised of a combination of clinicians, administration, and support staff that will track and follow up with clients and clinicians to ensure weekly contact is being made with all high risk clients not just by the primary clinician but by the team as a whole.</p>	<p>Consider Zero Suicide Model or equivalent as our suicide prevention effort. Continue with weekly Complex Case Management meetings.</p>



# Get Care, Anywhere

We now offer virtual visits!

**Behavioral health care can be as close as your mobile phone, tablet, or computer.**

Community Counseling Solutions has partnered with GOBHI and Mend to offer tele-behavioral health services. Now, you can reach a mental health provider from any device with a camera, microphone, and internet connection.



Contact CCS today to learn more about virtual visits.  
**Heppner and Wheeler/Gilliam counties** 541-676-9161  
**John Day** 541-575-1466  
**Boardman** 541-481-2911



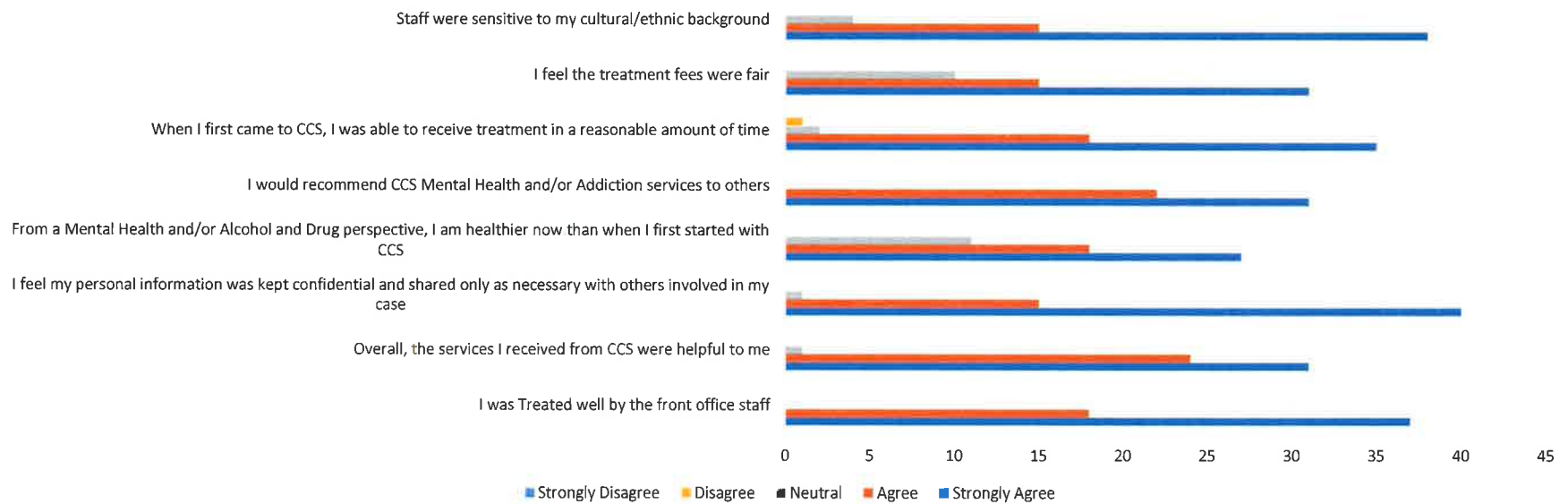
# Community Counseling Solutions



*Changing Lives*

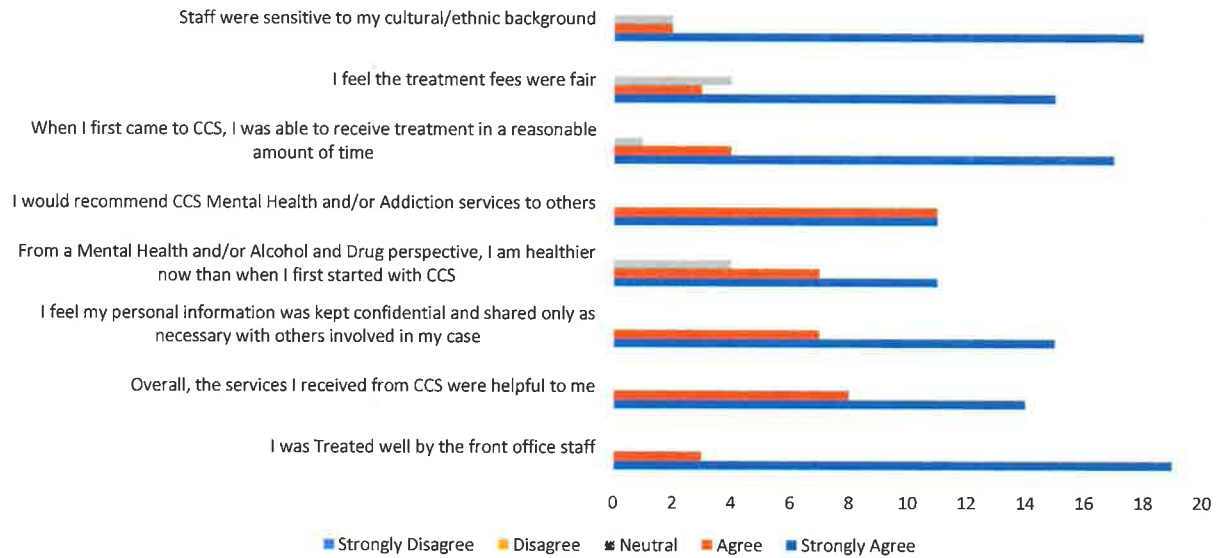
# Agency Combined Consumer Survey Results

## Agency Combined



# Grant County

## Grant County

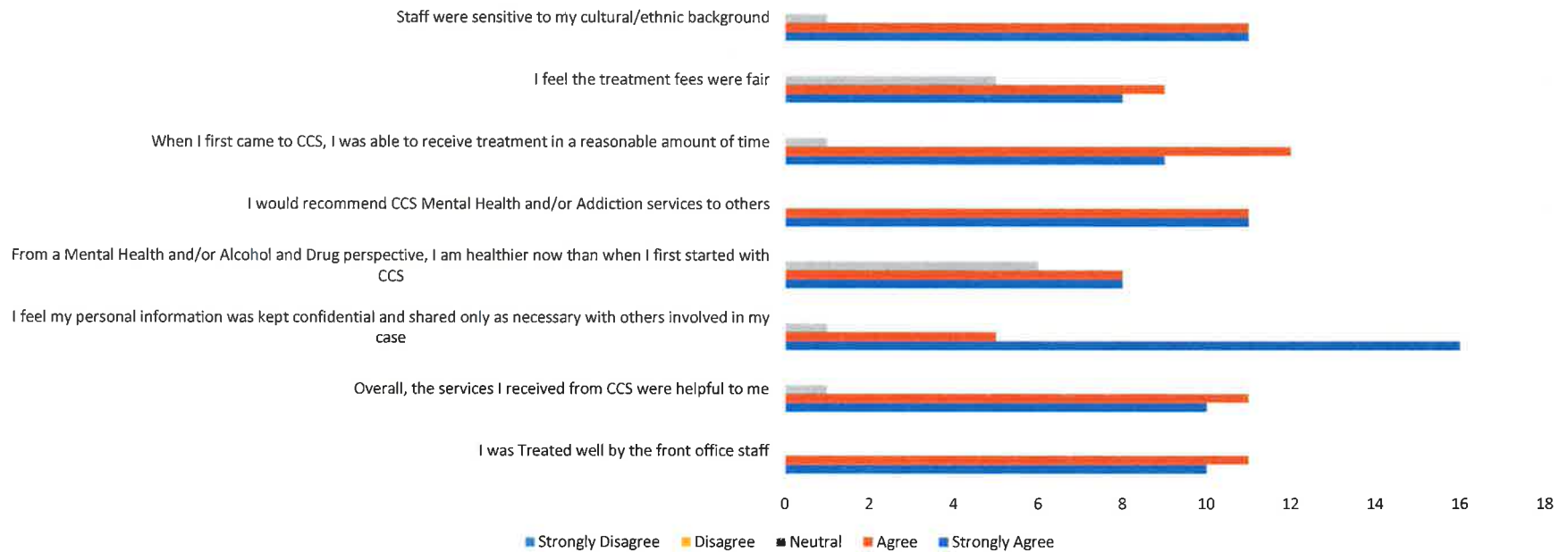


# Grant County Comments

- “More therapists”
- “My therapist is amazing”
- “Thanks for all the help”
- “I feel better”
- “God only knows why these people care about me!”
- “Brenda did not give me the service I asked for. Started seeing Michelle & Bethany and they are both wonderful, listen and help”

# Wheeler / Gilliam County

## Wheeler/Gilliam County

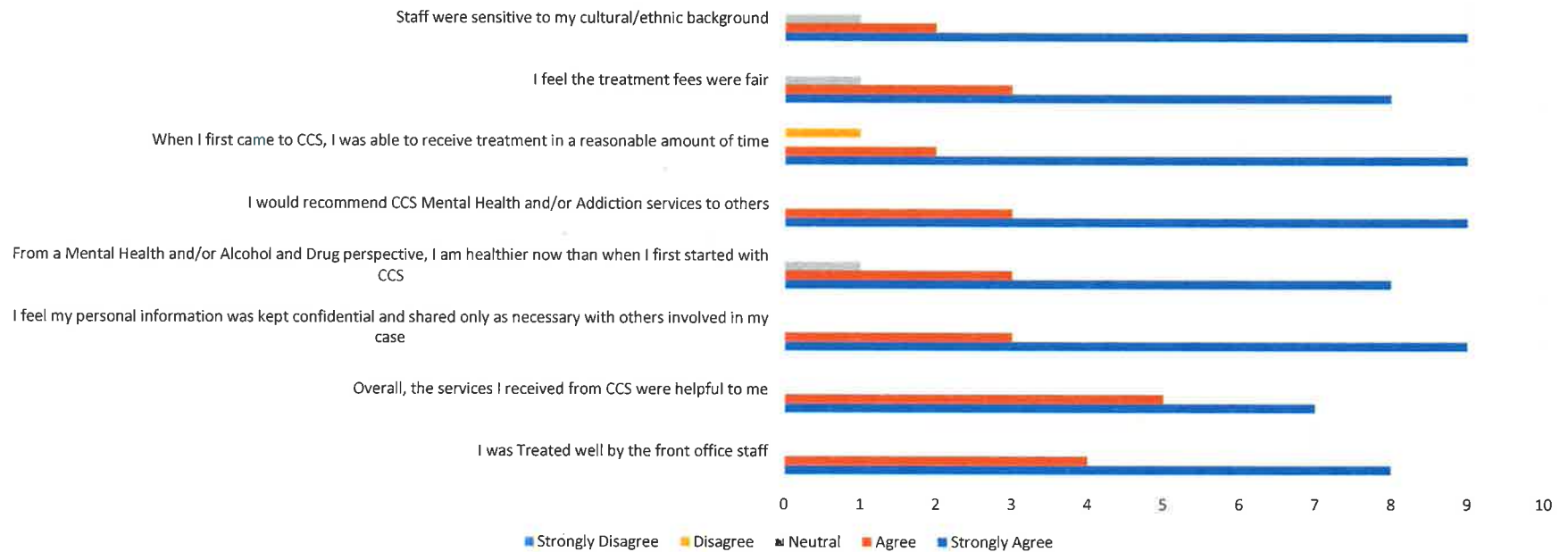


# Wheeler / Gilliam County Comments

- “Thank you for your help!”
- “Best experience ever! I’ll probably keep coming even when I don’t need to!”
- “Arlington should get some office staff”
- “The first time I didn’t have a good counselor”
- “ Thank you for helping get my life on track”
- Why did you quit coming – “ Because I would not need help”
- “Very Nice”
- “ I would never quit coming. This place helps me and it’s fun”
- “She is a great person”

# Morrow County

## Morrow County



# Morrow County Comments

- “Thanks you all!”
- “Very happy to agree to come see Kasandra. Who knows where I’d be without it.”
- “Front staff organization could be improved”
- “I feel that I am treated better, though sometimes I feel that I am the reason they got in trouble, so wonder ( Not Molly)”
- “I do not plan to quit coming”



# CREATING RICH, FULL LIVES

FOR PEOPLE WITH INTELLECTUAL/DEVELOPMENTAL DISABILITIES (I/DD)

Fund I/DD case management services for 28,000 children and adults in the community. CDDP's are funded on average at 80% of the current workload model. Forecast caseload growth is projected to be 9.5% in 2019-21.\*

## Case management is critical for children and adults with I/DD

Community Developmental Disabilities Programs (CDDPs) serve 11,780 adults and 8,100 children in all 36 counties throughout Oregon. Service Coordinators help to monitor health and safety, connect people to activities, navigate through a maze of services and supports including finding a job. Service Coordinators help families understand their role as employer, monitor services, connect children to medical or OHP programs, assist people to connect to mental health services or work with other agencies and resources in the community.

## CDDPs Provide for Everyone:

Eligibility  
Determination

Abuse  
Investigations

Licensing of Adult  
Foster Care and  
Certification of  
Children Foster  
Care Homes

\*Source: FALL 2018 DHS-OHA CASELOAD FORECAST

- Restore funding for 180 FTE not funded in 2017-19
- Fund new work mandates including Needs Assessors and Designated Referral Contacts
- Fully Fund the DD Workload Model in 2019-21 budget



ASSOCIATION OF OREGON COMMUNITY MENTAL HEALTH PROGRAMS

For further information call  
AOCMHP at 503-399-7201

# COMMUNITY DEVELOPMENTAL DISABILITIES PROGRAMS

ASSISTING PEOPLE WITH INTELLECTUAL AND DEVELOPMENTAL DISABILITIES IN THE COMMUNITY



My CDDP connected me to personal support workers to help me achieve independence in the community.

- Assist people in accessing services
- Provide protective services
- Assuring health and safety
- Provide information and referral
- Complete functional assessments
- Develop Individual Support Plans
- Person-Centered Planning
- Coordinate services with other agencies
- System navigators
- Monitor services in 24-hour residential and day-employment programs
- Provide crisis services
- Develop relationships and trust

I found a place to dance and meet new friends

My Service Coordinator helped me to find a place to live



I'm a part of my community

My Service Coordinator connected me to Voc Rehab and went to my meeting, which helped me to get a job.

## When case management is fully funded:

- People are less likely to be victims of financial exploitation, abuse and neglect
- Services and providers are monitored
- People have medical benefits, housing, employment, and social security
- Service Coordinators respond quickly to needs
- Coordinated access to services
- People are connected to their communities



# STRATEGIC INVESTMENTS FOR THE COMMUNITY BEHAVIORAL HEALTH SYSTEM

The 2019 Legislature has the opportunity to make a meaningful impact on behavioral health in every part of the state by ensuring the behavioral health system and workforce are supported with adequate resources.\*

## Areas to Strengthen and Add to Current Service Level

Community Safety Net Infrastructure		Prevention and Early Intervention		Services and Supports		Acute and Crisis Care	
411—Behavioral Health Homes	\$5.4 M	402—Expand Behavioral Health Services, including suicide intervention and prevention, in schools for children and youth; develop adult suicide prevention, intervention and postvention plan	\$13.1 M	408—Continuation of Mental Health Funding (marijuana tax revenue used in 17-19)**	\$16 M	SB 24/410—Aid & Assist misdemeanor defendants—intermediate placement options: <ul style="list-style-type: none"> <li>Secure Residential Treatment Facilities for forensic populations</li> <li>Crisis stabilization centers</li> <li>Respite and other transitional housing</li> <li>Dedicated Aid &amp; Assist DA and QMHP staff</li> <li>More forensic evaluations in communities</li> </ul>	\$7.6 M
SB 22—Certified Community Behavioral Health Clinic (CCBHC) continuation	\$20 M			413—Behavioral Health Funding Shortfall (in tobacco tax revenues)	\$9.1 M		
HB 3095—BH Provider rate increase to support workforce	\$43.2 M			Supported Housing (Shared OHCS and OHA Budgets)	\$54.5 M		
414—Data Management System modernization and completion	\$6.7 M	403—Intensive In-Home Behavioral Health Services	\$6.5 M	HB 2831—Peer Respite Center pilots	\$2.25 M	SB 973/HB 3281—Behavioral Health Justice Reinvestment Initiative	\$23.05 M

**Sustain Current Service Level Funding at \$529.7 M**

\*These categories of safety net services, supports and infrastructure development are not completely covered or not covered at all by Medicaid or other insurance.

\*\*No additional funding from marijuana tax revenues has been added to the OHA budget for addiction prevention and treatment services.



# Senate Bill 763

Sponsored by COMMITTEE ON JUDICIARY (at the request of Workgroup to Decriminalize Mental Illness)

## SUMMARY

The following summary is not prepared by the sponsors of the measure and is not a part of the body thereof subject to consideration by the Legislative Assembly. It is an editor's brief statement of the essential features of the measure **as introduced**.

Defines "dangerous to self or others" for purposes of civil commitment proceedings. Describes evidence that court may consider in determining whether person is dangerous to self or others.

### A BILL FOR AN ACT

1  
2 Relating to civil commitment; amending ORS 163.738, 426.005, 426.070, 426.074, 426.130, 426.133,  
3 426.160, 426.180, 426.225, 426.228, 426.231, 426.232, 426.233 and 426.234.

4 **Be It Enacted by the People of the State of Oregon:**

5 **SECTION 1.** ORS 426.005 is amended to read:

6 426.005. (1) As used in ORS 426.005 to 426.390, unless the context requires otherwise:

7 (a) "Community mental health program director" means the director of an entity that provides  
8 the services described in ORS 430.630 (3) to (5).

9 (b) "**Dangerous to self or others**" means **likely to inflict serious physical harm upon self**  
10 **or another person within the next 30 days.**

11 [(b)] (c) "Director of the facility" means a superintendent of a state mental hospital, the chief  
12 of psychiatric services in a community hospital or the person in charge of treatment and rehabili-  
13 tation programs at other treatment facilities.

14 [(c)] (d) "Facility" means a state mental hospital, community hospital, residential facility,  
15 detoxification center, day treatment facility or such other facility as the authority determines suit-  
16 able that provides diagnosis and evaluation, medical care, detoxification, social services or rehabil-  
17 itation to persons who are in custody during a prehearing period of detention or who have been  
18 committed to the Oregon Health Authority under ORS 426.130.

19 [(d)] (e) "Licensed independent practitioner" means:

20 (A) A physician, as defined in ORS 677.010;

21 (B) A nurse practitioner certified under ORS 678.375 and authorized to write prescriptions under  
22 ORS 678.390; or

23 (C) A naturopathic physician licensed under ORS chapter 685.

24 [(e)] (f) "Nonhospital facility" means any facility, other than a hospital, that is approved by the  
25 authority to provide adequate security, psychiatric, nursing and other services to persons under ORS  
26 426.232 or 426.233.

27 [(f)] (g) "Person with mental illness" means a person who, because of a mental disorder, is one  
28 or more of the following:

29 (A) Dangerous to self or others.

30 (B) Unable to provide for basic personal needs that are necessary to avoid serious physical harm  
31 in the near future, and is not receiving such care as is necessary to avoid such harm.

**NOTE:** Matter in **boldfaced** type in an amended section is new; matter *[italic and bracketed]* is existing law to be omitted.  
New sections are in **boldfaced** type.

1 (C) A person:

2 (i) With a chronic mental illness, as defined in ORS 426.495;

3 (ii) Who, within the previous three years, has twice been placed in a hospital or approved in-  
4 patient facility by the authority or the Department of Human Services under ORS 426.060;

5 (iii) Who is exhibiting symptoms or behavior substantially similar to those that preceded and led  
6 to one or more of the hospitalizations or inpatient placements referred to in sub-subparagraph (ii)  
7 of this subparagraph; and

8 (iv) Who, unless treated, will continue, to a reasonable medical probability, to physically or  
9 mentally deteriorate so that the person will become a person described under either subparagraph  
10 (A) or (B) of this paragraph or both.

11 [(g)] (h) "Prehearing period of detention" means a period of time calculated from the initiation  
12 of custody during which a person may be detained under ORS 426.228, 426.231, 426.232 or 426.233.

13 (2) Whenever a community mental health program director, director of the facility, superinten-  
14 dent of a state hospital or administrator of a facility is referred to, the reference includes any  
15 designee such person has designated to act on the person's behalf in the exercise of duties.

16 **SECTION 2.** ORS 426.130 is amended to read:

17 426.130. (1) After hearing all of the evidence, and reviewing the findings of the examiners, the  
18 court shall determine whether the person has a mental illness and is in need of treatment. **In de-**  
19 **termining whether a person has a mental illness based on the person being dangerous to self**  
20 **or others, the court:**

21 (a) **May consider, but is not limited to, the following:**

22 (A) **Threats or attempts to commit suicide or inflict serious physical harm upon self.**

23 (B) **Threats or attempts to inflict serious physical harm upon another person, if the**  
24 **threats or attempts would place a reasonable person in fear of imminent serious physical**  
25 **harm.**

26 (C) **Any past behavior by the person that resulted in physical harm to self or physical**  
27 **harm to another person.**

28 (b) **Shall consider, at a minimum, when assessing the relevance of the person's past be-**  
29 **havior, how recently the past behavior occurred and the frequency and severity of the past**  
30 **behavior.**

31 (2) If, in the opinion of the court, the person:

32 (a) Is a person with mental illness based upon clear and convincing evidence, the court:

33 (A) Shall order the release of the person and dismiss the case if:

34 (i) The person is willing and able to participate in treatment on a voluntary basis; and

35 (ii) The court finds that the person will probably do so.

36 (B) May order conditional release under this subparagraph subject to the qualifications and re-  
37 quirements under ORS 426.125. If the court orders conditional release under this subparagraph, the  
38 court shall establish a period of commitment for the conditional release.

39 (C) May order commitment of the person with mental illness to the Oregon Health Authority for  
40 treatment if, in the opinion of the court, subparagraph (A) or (B) of this paragraph is not in the best  
41 interest of the person. If the court orders commitment under this subparagraph:

42 (i) The court shall establish a period of commitment.

43 (ii) The authority may place the committed person in outpatient commitment under ORS 426.127.

44 (D) Shall order that the person be prohibited from purchasing or possessing a firearm if, in the  
45 opinion of the court, there is a reasonable likelihood the person [*would constitute a danger*] **is dan-**

1 **gerous** to self or others or to the community at large as a result of the person's mental or psycho-  
 2 logical state as demonstrated by past behavior or participation in incidents involving unlawful  
 3 violence or threats of unlawful violence, or by reason of a single incident of extreme, violent, un-  
 4 lawful conduct. When a court makes an order under this subparagraph, the court shall cause a copy  
 5 of the order to be delivered to the sheriff of the county who will enter the information into the Law  
 6 Enforcement Data System.

7 (b) Is not a person with mental illness, the court shall release the person from custody if the  
 8 person has been detained under ORS 426.070, 426.180, 426.228, 426.232 or 426.233 and:

9 (A) Dismiss the case; or

10 (B) Order the person to participate in assisted outpatient treatment in accordance with ORS  
 11 426.133. The court may continue the proceeding for no more than seven days to allow time for the  
 12 community mental health program director to develop the person's assisted outpatient treatment  
 13 plan.

14 [(2)] (3) A court that orders a conditional release, a commitment or assisted outpatient treat-  
 15 ment under this section shall establish a period of commitment or treatment for the person subject  
 16 to the order. Any period of commitment ordered for commitment or conditional release under this  
 17 section shall be for a period of time not to exceed 180 days. A period of assisted outpatient treat-  
 18 ment shall be for a period of time not to exceed 12 months.

19 [(3)] (4) If the commitment proceeding was initiated under ORS 426.070 (1)(a) and if the notice  
 20 included a request under ORS 426.070 (2)(d)(B), the court shall notify the two persons of the court's  
 21 determination under subsection [(1)] (2) of this section.

22 [(4)] (5) If the court finds that the person is a person with mental illness and either orders  
 23 commitment under subsection [(1)(a)(B) or (C)] (2)(a)(B) or (C) of this section or enters an order  
 24 under subsection [(1)(a)(D)] (2)(a)(D) of this section, the court shall notify the person that the person  
 25 is prohibited from purchasing or possessing a firearm under state and federal law unless the person  
 26 obtains relief from the prohibition from the Psychiatric Security Review Board under ORS 166.273  
 27 or under federal law.

28 **SECTION 3.** ORS 426.070 is amended to read:

29 426.070. (1) Any of the following may initiate commitment procedures under this section by giv-  
 30 ing the notice described under subsection (2) of this section:

31 (a) Two persons;

32 (b) The local health officer; or

33 (c) Any magistrate.

34 (2) For purposes of subsection (1) of this section, the notice must comply with the following:

35 (a) It must be in writing under oath;

36 (b) It must be given to the community mental health program director or a designee of the di-  
 37 rector in the county where the person alleged to have a mental illness resides;

38 (c) It must state that a person within the county other than the person giving the notice is a  
 39 person with mental illness and is in need of treatment, care or custody;

40 (d) If the commitment proceeding is initiated by two persons under subsection (1)(a) of this sec-  
 41 tion, it may include a request that the court notify the two persons:

42 (A) Of the issuance or nonissuance of a warrant under this section; or

43 (B) Of the court's determination under ORS 426.130 [(1)] (2); and

44 (e) If the notice contains a request under paragraph (d) of this subsection, it must also include  
 45 the addresses of the two persons making the request.

1 (3) Upon receipt of a notice under subsections (1) and (2) of this section or when notified by a  
2 circuit court that the court received notice under ORS 426.234, the community mental health pro-  
3 gram director, or designee of the director, shall:

4 (a) Immediately notify the judge of the court having jurisdiction for that county under ORS  
5 426.060 of the notification described in subsections (1) and (2) of this section.

6 (b) Immediately notify the Oregon Health Authority if commitment is proposed because the  
7 person appears to be a person with mental illness, as defined in ORS 426.005 [(1)(f)(C)] (1)(g)(C).  
8 When such notice is received, the authority may verify, to the extent known by the authority,  
9 whether or not the person meets the criteria described in ORS 426.005 [(1)(f)(C)(i)] (1)(g)(C)(i) and  
10 (ii) and so inform the community mental health program director or designee of the director.

11 (c) Initiate an investigation under ORS 426.074 to determine whether there is probable cause to  
12 believe that the person is in fact a person with mental illness.

13 (4) Upon completion, a recommendation based upon the investigation report under ORS 426.074  
14 shall be promptly submitted to the court. If the community mental health program director deter-  
15 mines that probable cause does not exist to believe that a person released from detention under ORS  
16 426.234 (2)(c) or (3)(b) is a person with mental illness, the community mental health program director  
17 may recommend assisted outpatient treatment in accordance with ORS 426.133.

18 (5) When the court receives notice under subsection (3) of this section:

19 (a) If the court, following the investigation, concludes that there is probable cause to believe  
20 that the person investigated is a person with mental illness, it shall, through the issuance of a ci-  
21 tation as provided in ORS 426.090, cause the person to be brought before it at a time and place as  
22 it may direct, for a hearing under ORS 426.095 to determine whether the person is a person with  
23 mental illness. The person shall be given the opportunity to appear voluntarily at the hearing unless  
24 the person fails to appear or unless the person is detained pursuant to paragraph (b) of this sub-  
25 section.

26 (b)(A) If the court finds that there is probable cause to believe that failure to take the person  
27 into custody pending the investigation or hearing would pose serious harm or danger to the person  
28 or to others, the court may issue a warrant of detention to the community mental health program  
29 director or designee or the sheriff of the county or designee directing the director, sheriff or a  
30 designee to take the person alleged to have a mental illness into custody and produce the person  
31 at the time and place stated in the warrant.

32 (B) At the time the person is taken into custody, the person shall be informed by the community  
33 mental health program director, the sheriff or a designee of the following:

34 (i) The person's rights with regard to representation by or appointment of counsel as described  
35 in ORS 426.100;

36 (ii) The warning under ORS 426.123; and

37 (iii) The person's right, if the community mental health program director, sheriff or designee  
38 reasonably suspects that the person is a foreign national, to communicate with an official from the  
39 consulate of the person's country. A community mental health program director, sheriff or designee  
40 is not civilly or criminally liable for failure to provide the information required by this sub-  
41 subparagraph. Failure to provide the information required by this sub-subparagraph does not in itself  
42 constitute grounds for the exclusion of evidence that would otherwise be admissible in a proceeding.

43 (C) The court may make any orders for the care and custody of the person prior to the hearing  
44 as it considers necessary.

45 (c) If the notice includes a request under subsection (2)(d)(A) of this section, the court shall

1 notify the two persons of the issuance or nonissuance of a warrant under this subsection.

2 **SECTION 4.** ORS 426.074 is amended to read:

3 426.074. The following is applicable to an investigation initiated by a community mental health  
4 program director, or a designee of the director, as part of commitment procedures under ORS  
5 426.070 and 426.228 to 426.235:

6 (1) If the person alleged to have a mental illness is held in custody before the hearing the in-  
7 vestigation shall be completed at least 24 hours before the hearing under ORS 426.095, otherwise the  
8 investigation shall comply with the following time schedule:

9 (a) If the person can be located, the investigator shall contact the person within three judicial  
10 days from the date the community mental health program director or a designee receives a notice  
11 under ORS 426.070 alleging that the person has a mental illness and is in need of treatment.

12 (b) Within 15 days from the date the community mental health program director or a designee  
13 receives a notice under ORS 426.070, one of the following shall occur:

14 (A) The investigation shall be completed and submitted to the court.

15 (B) An application for extension shall be made to the court under paragraph (c) of this sub-  
16 section.

17 (c) The community mental health program director, a designee or the investigator may file for  
18 an extension of the time under paragraph (b) of this subsection only if one of the following occurs:

19 (A) A treatment option less restrictive than involuntary inpatient commitment is actively being  
20 pursued.

21 (B) The person alleged to have a mental illness cannot be located.

22 (d) A court may grant an extension under paragraph (c) of this subsection for a time and upon  
23 the terms and conditions the court considers appropriate.

24 (2) This subsection establishes a nonexclusive list of provisions applicable to the content of the  
25 investigation, as follows:

26 (a) The investigation conducted should, where appropriate, include an interview or examination  
27 of the person alleged to have a mental illness in the home of the person or other place familiar to  
28 the person.

29 (b) Whether or not the person consents, the investigation should include interviews with any  
30 individuals that the investigator has probable cause to believe have pertinent information regarding  
31 the investigation. If the person objects to the contact with any individual, the objection shall be  
32 noted in the investigator's report.

33 (c) The investigator shall be allowed access to licensed independent practitioners, nurses or so-  
34 cial workers and to medical records compiled during the current involuntary prehearing period of  
35 detention to determine probable cause and to develop alternatives to commitment. If commitment is  
36 proposed because the person appears to be a person with mental illness as defined in ORS 426.005  
37 [(1)(f)(C)] (1)(g)(C), the investigator shall be allowed access to medical records necessary to verify  
38 the existence of criteria described in ORS 426.005 [(1)(f)(C)] (1)(g)(C). The investigator shall include  
39 pertinent parts of the medical record in the investigation report. Records and communications de-  
40 scribed in this paragraph and related communications are not privileged under ORS 40.230, 40.235,  
41 40.240 or 40.250.

42 (3) A copy of the investigation report shall be provided as soon as possible, but in no event later  
43 than 24 hours prior to the hearing, to the person and to the person's counsel. Copies shall likewise  
44 be provided to counsel assisting the court, to the examiners and to the court for use in questioning  
45 witnesses.



1        **SECTION 5.** ORS 426.133 is amended to read:

2        426.133. (1) As used in ORS 426.005 to 426.390, “assisted outpatient treatment” may not be con-  
 3        strued to be a commitment under ORS 426.130 and does not include taking a person into custody  
 4        or the forced medication of a person.

5        (2) A court may issue an order requiring a person to participate in assisted outpatient treatment  
 6        if the court finds that the person:

- 7        (a)(A) Is 18 years of age or older;
- 8        (B) Has a mental disorder;
- 9        (C) Will not obtain treatment in the community voluntarily; and
- 10       (D) Is unable to make an informed decision to seek or to comply with voluntary treatment; and
- 11       (b) As a result of being a person described in paragraph (a) of this subsection:
- 12       (A) Is incapable of surviving safely in the community without treatment; and
- 13       (B) Requires treatment to prevent a deterioration in the person’s condition that will predictably  
 14       result in the person becoming a person with mental illness.

15       (3) In determining whether to issue the order under subsection (2) of this section, the court shall  
 16       consider, but is not limited to considering, the following factors:

- 17       (a) The person’s ability to access finances in order to get food or medicine.
- 18       (b) The person’s ability to obtain treatment for the person’s medical condition.
- 19       (c) The person’s ability to access necessary resources in the community without assistance.
- 20       (d) The degree to which there are risks to the person’s safety.
- 21       (e) The likelihood that the person will decompensate without immediate care or treatment.
- 22       (f) The person’s previous attempts to inflict physical injury on self or others.
- 23       (g) The person’s history of mental health treatment in the community.
- 24       (h) The person’s patterns of decompensation in the past.
- 25       (i) The person’s risk of being victimized or harmed by others.
- 26       (j) The person’s access to the means to inflict harm on self or others.

27       (4) The community mental health program director may recommend to the court a treatment  
 28       plan for a person participating in assisted outpatient treatment. The court may adopt the plan as  
 29       recommended or with modifications.

30       (5) As part of the order under subsection (2) of this section, the court may prohibit the person  
 31       from purchasing or possessing a firearm during the period of assisted outpatient treatment if, in the  
 32       opinion of the court, there is a reasonable likelihood the person [*would constitute a danger*] **is dan-**  
 33       **gerous** to self or others or to the community at large as a result of the person’s mental or psycho-  
 34       logical state, as demonstrated by past behavior or participation in incidents involving unlawful  
 35       violence or threats of unlawful violence, or by reason of a single incident of extreme, violent, un-  
 36       lawful conduct. When a court adds a firearm prohibition to an order under subsection (2) of this  
 37       section, the court shall cause a copy of the order to be delivered to the sheriff of the county, who  
 38       shall enter the information into the Law Enforcement Data System.

39       (6) The court retains jurisdiction over the person until the earlier of the end of the period of  
 40       the assisted outpatient treatment established under ORS 426.130 [(2)] (3) or until the court finds that  
 41       the person no longer meets the criteria in subsection (2) of this section.

42       (7) This section does not:

- 43       (a) Prevent a court from appointing a guardian ad litem to act for the person; or
- 44       (b) Require a community mental health program to provide treatment or services to, or super-  
 45       vision of, the person:

1 (A) If the county lacks sufficient funds for such purposes; or

2 (B) In the case of a county that has declined to operate or contract for a community mental  
3 health program, if the public agency or private corporation that contracts with the Oregon Health  
4 Authority to provide the program, as described in ORS 430.640, lacks sufficient funds for such pur-  
5 poses.

6 **SECTION 6.** ORS 426.160 is amended to read:

7 426.160. (1) The court having jurisdiction over any proceeding conducted pursuant to ORS  
8 426.005, 426.060 to 426.170, 426.217, 426.228, 426.255 to 426.292, 426.300 to 426.309, 426.385, 426.395,  
9 426.701 and 426.702 may not disclose any part of the record of the proceeding or commitment to any  
10 person except:

11 (a) The court shall, pursuant to rules adopted by the Department of State Police, transmit the  
12 minimum information necessary, as defined in ORS 181A.290, to the Department of State Police for  
13 persons described in ORS 181A.290 (1)(a) or (b) to enable the department to access and maintain the  
14 information and transmit the information to the federal government as required under federal law;

15 (b) As provided in ORS 426.070 (5)(c), 426.130 [(3)] (4) or 426.170;

16 (c) On request of the person subject to the proceeding;

17 (d) On request of the person's legal representative or the attorney for the person or the state;  
18 or

19 (e) Pursuant to court order.

20 (2) In any proceeding described in subsection (1) of this section that is before the Supreme Court  
21 or the Court of Appeals, the limitations on disclosure imposed by this section apply to the appellate  
22 court record and to the trial court record while it is in the appellate court's custody. The appellate  
23 court may disclose information from the trial or appellate court record in a decision, as defined in  
24 ORS 19.450, provided that the court uses initials, an alias or some other convention for protecting  
25 against public disclosure the identity of the person subject to the proceeding.

26 **SECTION 7.** ORS 426.180 is amended to read:

27 426.180. (1) ORS 426.180 to 426.210 apply to the commitment of an individual in Indian country  
28 if the state does not have jurisdiction over the individual.

29 (2) As used in this section and ORS 426.200 and 426.210, "hospital" means a hospital that is li-  
30 censed under ORS chapter 441, other than an institution listed in ORS 426.010.

31 (3) If the court of a tribe having jurisdiction over an individual issues an order finding that the  
32 individual is dangerous to self or *[to any other person]* **others** and is in need of immediate care,  
33 custody or treatment for mental illness, a person may request that the individual be taken by a  
34 tribal police officer or other peace officer to a hospital or nonhospital facility by submitting to the  
35 officer a certified copy of the order and an affidavit that includes:

36 (a) The name and address of the nearest relative or legal guardian of the individual; and

37 (b) A medical history completed by one of the following, who may not be related to the indi-  
38 vidual by blood or marriage:

39 (A) The tribe's mental health authority, if the tribe has entered into an agreement with the state  
40 pursuant to ORS 430.630 (9)(a)(B);

41 (B) A qualified mental health professional; or

42 (C) A licensed independent practitioner.

43 (4) Upon receipt of the order and affidavit described in subsection (3) of this section, the tribal  
44 police officer or other peace officer shall immediately transport the individual to a hospital or a  
45 nonhospital facility and present the individual to the hospital or nonhospital facility accompanied

1 by the court order and affidavit.

2 (5) The director of the hospital or nonhospital facility may refuse to admit the individual if a  
3 licensed independent practitioner, after reviewing the documents accompanying the individual, is not  
4 satisfied that an emergency exists or that the individual is dangerous to self or others and is in need  
5 of immediate care, custody or treatment for mental illness.

6 (6) If the hospital or nonhospital facility admits the individual, the director or a licensed inde-  
7 pendent practitioner shall notify the community mental health program director for the area and the  
8 circuit court with jurisdiction in the area where the facility is located. Upon receipt of the notice,  
9 the community mental health program director shall initiate commitment proceedings in accordance  
10 with ORS 426.070.

11 (7) If an individual is admitted to a hospital or nonhospital facility under this section, any li-  
12 censed independent practitioner who is treating the individual shall give the individual the warning  
13 under ORS 426.123.

14 (8) This section may be applied as provided by agreement with the governing body of the res-  
15 ervation. Payment of costs for a commitment made under this section shall be as provided under  
16 ORS 426.250.

17 (9) The director of the hospital or nonhospital facility or licensed independent practitioner shall  
18 notify the appropriate tribe regarding all actions taken under ORS 426.180 to 426.210 no later than  
19 24 hours after the action is taken, except for information protected from disclosure by state or fed-  
20 eral law.

21 **SECTION 8.** ORS 426.225 is amended to read:

22 426.225. (1) If any person who has been committed to the Oregon Health Authority under ORS  
23 426.127 or 426.130 [(1)(a)(B)] (2)(a)(B) or (C) requests, during this period of commitment, voluntary  
24 admission to a state hospital, the superintendent shall cause the person to be examined immediately  
25 by a licensed independent practitioner. If the licensed independent practitioner finds the person to  
26 be in need of immediate care or treatment for mental illness, the person shall be voluntarily admit-  
27 ted.

28 (2) If any person who has been committed to the authority under ORS 426.127 or 426.130  
29 [(1)(a)(B)] (2)(a)(B) or (C) requests, during this period of commitment, voluntary admission to a fa-  
30 cility approved by the authority, the administrator of the facility shall cause the person to be ex-  
31 amined immediately by a licensed independent practitioner. If the licensed independent practitioner  
32 finds the person to be in need of immediate care or treatment for mental illness, and the authority  
33 grants approval, the person shall be voluntarily admitted.

34 **SECTION 9.** ORS 426.228 is amended to read:

35 426.228. (1) A peace officer may take into custody a person who the officer has probable cause  
36 to believe is dangerous to self or [to any other person] **others** and is in need of immediate care,  
37 custody or treatment for mental illness. As directed by the community mental health program di-  
38 rector, a peace officer shall remove a person taken into custody under this section to the nearest  
39 hospital or nonhospital facility approved by the Oregon Health Authority. The officer shall prepare  
40 a written report and deliver it to the licensed independent practitioner who is treating the person.  
41 The report shall state:

42 (a) The reason for custody;

43 (b) The date, time and place the person was taken into custody; and

44 (c) The name of the community mental health program director and a telephone number where  
45 the director may be reached at all times.

1 (2) A peace officer shall take a person into custody when the community mental health program  
2 director, pursuant to ORS 426.233, notifies the peace officer that the director has probable cause to  
3 believe that the person is imminently dangerous to self or *[to any other person]* **others**. As directed  
4 by the community mental health program director, the peace officer shall remove the person to a  
5 hospital or nonhospital facility approved by the authority. The community mental health program  
6 director shall prepare a written report that the peace officer shall deliver to the licensed inde-  
7 pendent practitioner who is treating the person. The report shall state:

8 (a) The reason for custody;

9 (b) The date, time and place the person was taken into custody; and

10 (c) The name of the community mental health program director and a telephone number where  
11 the director may be reached at all times.

12 (3) If more than one hour will be required to transport the person to the hospital or nonhospital  
13 facility from the location where the person was taken into custody, the peace officer shall obtain,  
14 if possible, a certificate from a licensed independent practitioner stating that the travel will not be  
15 detrimental to the person's physical health and that the person is dangerous to self or *[to any other*  
16 *person]* **others** and is in need of immediate care or treatment for mental illness. The licensed inde-  
17 pendent practitioner shall have personally examined the person within 24 hours prior to signing the  
18 certificate.

19 (4) When a peace officer or other authorized individual, acting under this section, delivers a  
20 person to a hospital or nonhospital facility, a licensed independent practitioner shall examine the  
21 person immediately. If the licensed independent practitioner finds the person to be in need of  
22 emergency care or treatment for mental illness, the licensed independent practitioner shall proceed  
23 under ORS 426.232, otherwise the person may not be retained in custody. If the person is to be re-  
24 leased from custody, the peace officer or the community mental health program director shall return  
25 the person to the place where the person was taken into custody unless the person declines that  
26 service.

27 (5) A peace officer may transfer a person in custody under this section to the custody of an in-  
28 dividual authorized by the community mental health program director under ORS 426.233 (3). The  
29 peace officer may meet the authorized individual at any location that is in accordance with ORS  
30 426.140 to effect the transfer. When transferring a person in custody to an authorized individual, the  
31 peace officer shall deliver the report required under subsections (1) and (2) of this section to the  
32 authorized individual.

33 (6) An individual authorized under ORS 426.233 (3) shall take a person into custody when di-  
34 rected to do so by a peace officer or by a community mental health program director under ORS  
35 426.233.

36 (7) An individual authorized under ORS 426.233 (3) shall perform the duties of the peace officer  
37 or the community mental health program director required by this section and ORS 426.233 if the  
38 peace officer or the director has not already done so.

39 (8) An individual authorized under ORS 426.233 (3) may transfer a person in custody under this  
40 section to the custody of another individual authorized under ORS 426.233 (3) or a peace officer. The  
41 individual transferring custody may meet another authorized individual or a peace officer at any  
42 location that is in accordance with ORS 426.140 to effect the transfer.

43 (9)(a) When a peace officer takes a person into custody under this section, and the peace officer  
44 reasonably suspects that the person is a foreign national, the peace officer shall inform the person  
45 of the person's right to communicate with an official from the consulate of the person's country.

1 (b) A peace officer is not civilly or criminally liable for failure to provide the information re-  
 2 quired by this subsection. Failure to provide the information required by this subsection does not  
 3 in itself constitute grounds for the exclusion of evidence that would otherwise be admissible in a  
 4 proceeding.

5 **SECTION 10.** ORS 426.231 is amended to read:

6 426.231. (1) A licensed independent practitioner may hold a person for transportation to a  
 7 treatment facility for up to 12 hours in a health care facility licensed under ORS chapter 441 and  
 8 approved by the Oregon Health Authority if:

9 (a) The licensed independent practitioner believes the person is dangerous to self or [*to any*  
 10 *other person*] **others** and is in need of emergency care or treatment for mental illness;

11 (b) The licensed independent practitioner is not related to the person by blood or marriage; and

12 (c) A licensed independent practitioner with admitting privileges at the receiving facility con-  
 13 sents to the transporting.

14 (2) Before transporting the person, the licensed independent practitioner shall prepare a written  
 15 statement that:

16 (a) The licensed independent practitioner has examined the person within the preceding 12  
 17 hours;

18 (b) A licensed independent practitioner with admitting privileges at the receiving facility has  
 19 consented to the transporting of the person for examination and admission if appropriate; and

20 (c) The licensed independent practitioner believes the person is dangerous to self or [*to any other*  
 21 *person*] **others** and is in need of emergency care or treatment for mental illness.

22 (3) The written statement required by subsection (2) of this section authorizes a peace officer,  
 23 an individual authorized under ORS 426.233 or the designee of a community mental health program  
 24 director to transport a person to the treatment facility indicated on the statement.

25 **SECTION 11.** ORS 426.232 is amended to read:

26 426.232. (1) If a licensed independent practitioner believes a person who is brought to a hospital  
 27 or nonhospital facility by a peace officer under ORS 426.228 or by an individual authorized under  
 28 ORS 426.233, or believes a person who is at a hospital or nonhospital facility, is dangerous to self  
 29 or [*to any other person*] **others** and is in need of emergency care or treatment for mental illness,  
 30 and the licensed independent practitioner is not related to the person by blood or marriage, the li-  
 31 censed independent practitioner may do one of the following:

32 (a) Detain the person and cause the person to be admitted or, if the person is already admitted,  
 33 cause the person to be retained in a hospital where the licensed independent practitioner has ad-  
 34 mitting privileges or is on staff.

35 (b) Approve the person for emergency care or treatment at a nonhospital facility approved by  
 36 the authority.

37 (2) When approving a person for emergency care or treatment at a nonhospital facility under  
 38 this section, the licensed independent practitioner shall notify immediately the community mental  
 39 health program director in the county where the person was taken into custody and maintain the  
 40 person, if the person is being held at a hospital, for as long as is feasible given the needs of the  
 41 person for mental or physical health or safety. However, under no circumstances may the person  
 42 be held for longer than five judicial days.

43 **SECTION 12.** ORS 426.233 is amended to read:

44 426.233. (1)(a) A community mental health program director operating under ORS 430.610 to  
 45 430.695 or a designee of the director may take one of the actions listed in paragraph (b) of this

1 subsection when the community mental health program director or designee has probable cause to  
 2 believe a person:

3 (A) Is dangerous to self or *[to any other person]* **others** and is in need of immediate care, custody  
 4 or treatment for mental illness; or

5 (B)(i) Is a person with mental illness placed on conditional release under ORS 426.125, outpatient  
 6 commitment under ORS 426.127 or trial visit under ORS 426.273; and

7 (ii) Is dangerous to self or *[to any other person]* **others** or is unable to provide for basic personal  
 8 needs and is not receiving the care that is necessary for health and safety and is in need of imme-  
 9 diate care, custody or treatment for mental illness.

10 (b) The community mental health program director or designee under the circumstances set out  
 11 in paragraph (a) of this subsection may:

12 (A) Notify a peace officer to take the person into custody and direct the officer to remove the  
 13 person to a hospital or nonhospital facility approved by the Oregon Health Authority;

14 (B) Authorize involuntary admission of, or, if already admitted, cause to be involuntarily re-  
 15 tained in a nonhospital facility approved by the authority, a person approved for care or treatment  
 16 at a nonhospital facility by a licensed independent practitioner under ORS 426.232;

17 (C) Notify an individual authorized under subsection (3) of this section to take the person into  
 18 custody and direct the authorized individual to remove the person in custody to a hospital or non-  
 19 hospital facility approved by the authority;

20 (D) Direct an individual authorized under subsection (3) of this section to transport a person in  
 21 custody from a hospital or a nonhospital facility approved by the authority to another hospital or  
 22 nonhospital facility approved by the authority as provided under ORS 426.235; or

23 (E) Direct an individual authorized under subsection (3) of this section to transport a person in  
 24 custody from a facility approved by the authority to another facility approved by the authority as  
 25 provided under ORS 426.060.

26 (2) A designee under subsection (1) of this section must meet the standards established by rule  
 27 of the authority and be approved by the community mental health program director before assuming  
 28 the authority permitted under subsection (1) of this section.

29 (3) The community mental health program director may authorize any individual to provide  
 30 custody and secure transportation services for a person in custody under ORS 426.228. In author-  
 31 izing an individual under this subsection, the community mental health program director shall grant  
 32 the individual the authority to do the following:

33 (a) Accept custody from a peace officer of a person in custody under ORS 426.228;

34 (b) Take custody of a person upon notification by the community mental health program director  
 35 under the provisions of this section;

36 (c) Remove a person in custody to an approved hospital or nonhospital facility as directed by  
 37 the community mental health program director;

38 (d) Transfer a person in custody to another individual authorized under this subsection or a  
 39 peace officer;

40 (e) Transfer a person in custody from a hospital or nonhospital facility to another hospital fa-  
 41 cility or nonhospital facility when directed to do so by the community mental health program di-  
 42 rector; and

43 (f) Retain a person in custody at the approved hospital or nonhospital facility until a licensed  
 44 independent practitioner makes a determination under ORS 426.232.

45 (4) An individual authorized under subsection (3) of this section must meet the standards estab-

1 lished by rule of the authority and be approved by the community mental health program director  
2 before assuming the authority granted under this section.

3 (5) The costs of transporting a person under ORS 426.060, 426.228 or 426.235 by an individual  
4 authorized under subsection (3) of this section shall be the responsibility of the community mental  
5 health program in the county in which the authorized individual is directed by a peace officer or a  
6 community mental health program director to take custody of a person and to transport the person  
7 to a facility approved by the authority, but the community mental health program shall not be re-  
8 sponsible for costs that exceed the amount provided by the state for that transportation. An indi-  
9 vidual authorized to act under subsection (3) of this section shall charge the cost of emergency  
10 medical transportation to, and collect that cost from, the person, third party payers or other legally  
11 or financially responsible individuals or entities in the same manner that costs for the transportation  
12 of other persons are charged and collected.

13 **SECTION 13.** ORS 426.234 is amended to read:

14 **426.234.** (1) At the time a person alleged to have a mental illness is admitted to or retained in  
15 a hospital or nonhospital facility under ORS 426.232 or 426.233, a licensed independent practitioner,  
16 nurse or qualified mental health professional at the hospital or nonhospital facility shall:

17 (a) Inform the person of the person's right to representation by or appointment of counsel as  
18 described in ORS 426.100;

19 (b) Give the person the warning under ORS 426.123;

20 (c) Immediately examine the person;

21 (d) Set forth, in writing, the condition of the person and the need for emergency care or treat-  
22 ment; and

23 (e) If the licensed independent practitioner, nurse or qualified mental health professional rea-  
24 sonably suspects that the person is a foreign national, inform the person of the person's right to  
25 communicate with an official from the consulate of the person's country. A licensed independent  
26 practitioner, nurse or qualified mental health professional is not civilly or criminally liable for fail-  
27 ure to provide the information required by this paragraph. Failure to provide the information re-  
28 quired by this paragraph does not in itself constitute grounds for the exclusion of evidence that  
29 would otherwise be admissible in a proceeding.

30 (2)(a) At the time the person is admitted to or retained in a hospital under ORS 426.232, the li-  
31 censed independent practitioner shall contact the community mental health program director of the  
32 county in which the person resides, if the county of residence is different from the county in which  
33 the hospital is located. The community mental health program director may request that the licensed  
34 independent practitioner notify the circuit court in the county in which the person resides. If the  
35 community mental health program director does not make the request, the licensed independent  
36 practitioner shall notify, immediately and in writing, the circuit court in the county in which the  
37 person is hospitalized.

38 (b) At the time the person is admitted to a hospital under ORS 426.232 after being brought to  
39 the hospital by a peace officer under ORS 426.228, the licensed independent practitioner shall con-  
40 tact the community mental health program director of the county in which the person is hospital-  
41 ized. The community mental health program director of the county in which the person is  
42 hospitalized may request that the licensed independent practitioner notify the circuit court in the  
43 county in which the person is hospitalized. If the community mental health program director does  
44 not make the request, the licensed independent practitioner shall notify, immediately and in writing,  
45 the circuit court in the county in which the person was taken into custody.

1 (c) If, at any time prior to the hearing under ORS 426.070 to 426.130, the licensed independent  
 2 practitioner responsible for a person admitted or retained under ORS 426.232 determines that the  
 3 person is not dangerous to self or *[to any other person]* **others** and is not in need of emergency care  
 4 or treatment for mental illness, the licensed independent practitioner may release the person from  
 5 the detention authorized by ORS 426.232. The licensed independent practitioner shall immediately  
 6 notify the circuit court notified under this subsection and the community mental health program  
 7 director of the person's release from detention.

8 (3)(a) At the time the person is admitted to or retained in a nonhospital facility under ORS  
 9 426.233, the community mental health program director in the county where the person was taken  
 10 into custody shall contact the community mental health program director of the county in which the  
 11 person resides, if the county of residence is different from the county in which the person was taken  
 12 into custody. The community mental health program director of the county in which the person re-  
 13 sides may request that the community mental health program director of the county in which the  
 14 person was taken into custody notify the circuit court in the county where the person resides.  
 15 Otherwise, the community mental health program director of the county in which the person was  
 16 taken into custody shall notify, immediately and in writing, the circuit court in the county in which  
 17 the person was taken into custody.

18 (b) If, at any time prior to the hearing under ORS 426.070 to 426.130, a community mental health  
 19 program director, after consultation with a licensed independent practitioner, determines that a  
 20 person admitted or retained under ORS 426.233 is not dangerous to self or *[to any other person]*  
 21 **others** and is not in need of immediate care, custody or treatment for mental illness, the community  
 22 mental health program director may release the person from detention. The community mental  
 23 health program director shall immediately notify the circuit court originally notified under para-  
 24 graph (a) of this subsection of the person's release from detention.

25 (4) When the judge of the circuit court receives notice under subsection (2) or (3) of this section,  
 26 the judge immediately shall commence proceedings under ORS 426.070 to 426.130. In a county having  
 27 a population of 100,000 or more, and when feasible in a county with a lesser population, the com-  
 28 munity mental health program director or designee who directs the peace officer or other authorized  
 29 individual to take a person into custody under ORS 426.233 shall not also conduct the investigation  
 30 as provided for under ORS 426.074. Except when a person is being held under ORS 426.237 (1)(b), a  
 31 person shall not be held under ORS 426.232 or 426.233 for more than five judicial days without a  
 32 hearing being held under ORS 426.070 to 426.130.

33 (5) When the judge of the circuit court receives notice under subsection (2)(c) or (3)(b) of this  
 34 section that a person has been released, and unless the court receives the recommendation required  
 35 by ORS 426.070 (4), the judge shall dismiss the case no later than 14 days after the date the person  
 36 was initially detained.

37 **SECTION 14.** ORS 163.738 is amended to read:

38 163.738. (1)(a) A citation shall notify the respondent of a circuit court hearing where the re-  
 39 spondent shall appear at the place and time set forth in the citation. The citation shall contain:

- 40 (A) The name of the court at which the respondent is to appear;
- 41 (B) The name of the respondent;
- 42 (C) A copy of the stalking complaint;
- 43 (D) The date, time and place at which the citation was issued;
- 44 (E) The name of the law enforcement officer who issued the citation;
- 45 (F) The time, date and place at which the respondent is to appear in court;



1 (G) Notice to the respondent that failure to appear at the time, date and place set forth in the  
 2 citation shall result in the respondent's arrest and entry of a court's stalking protective order; and

3 (H) Notice to the respondent of potential liability under federal law for the possession or pur-  
 4 chase of firearms or firearm ammunition and for other acts prohibited by 18 U.S.C. 2261 to 2262.

5 (b) The officer shall notify the petitioner in writing of the place and time set for the hearing.

6 (2)(a) The hearing shall be held as indicated in the citation. At the hearing, the petitioner may  
 7 appear in person or by telephonic appearance. The respondent shall be given the opportunity to  
 8 show cause why a court's stalking protective order should not be entered. The hearing may be  
 9 continued for up to 30 days. The court may enter:

10 (A) A temporary stalking protective order pending further proceedings; or

11 (B) A court's stalking protective order if the court finds by a preponderance of the evidence  
 12 that:

13 (i) The person intentionally, knowingly or recklessly engages in repeated and unwanted contact  
 14 with the other person or a member of that person's immediate family or household thereby alarming  
 15 or coercing the other person;

16 (ii) It is objectively reasonable for a person in the victim's situation to have been alarmed or  
 17 coerced by the contact; and

18 (iii) The repeated and unwanted contact causes the victim reasonable apprehension regarding  
 19 the personal safety of the victim or a member of the victim's immediate family or household.

20 (b) In the order, the court shall specify the conduct from which the respondent is to refrain,  
 21 which may include all contact listed in ORS 163.730 and any attempt to make contact listed in ORS  
 22 163.730. The order is of unlimited duration unless limited by law. If the respondent was provided  
 23 notice and an opportunity to be heard, the court shall also include in the order, when appropriate,  
 24 terms and findings sufficient under 18 U.S.C. 922 (d)(8) and (g)(8) to affect the respondent's ability  
 25 to possess firearms and ammunition or engage in activities involving firearms.

26 (3) The circuit court may enter an order under this section against a minor respondent without  
 27 appointment of a guardian ad litem.

28 (4) If the respondent fails to appear at the time, date and place specified in the citation, the  
 29 circuit court shall issue a warrant of arrest as provided in ORS 133.110 in order to ensure the ap-  
 30 pearance of the respondent at court and shall enter a court's stalking protective order.

31 (5) The circuit court may also order the respondent to undergo mental health evaluation and,  
 32 if indicated by the evaluation, treatment. If the respondent is without sufficient resources to obtain  
 33 the evaluation or treatment, or both, the court shall refer the respondent to the mental health  
 34 agency designated by the community mental health director for evaluation or treatment, or both.

35 (6) If the circuit court, the mental health evaluator or any other persons have probable cause  
 36 to believe that the respondent is dangerous to self or others **as defined in ORS 426.005**, or is unable  
 37 to provide for basic personal needs, the court shall initiate commitment procedures as provided in  
 38 ORS 426.070 or 426.180.

39 (7) A law enforcement officer shall report the results of any investigation arising from a com-  
 40 plaint under ORS 163.744 to the district attorney within three days after presentation of the com-  
 41 plaint.

42 (8) Except for purposes of impeachment, a statement made by the respondent at a hearing under  
 43 this section may not be used as evidence in a prosecution for stalking as defined in ORS 163.732 or  
 44 for violating a court's stalking protective order as defined in ORS 163.750.



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

(For BOC Use)
Item #
9a

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

Staff Contact: Sheree Smith
Department: Public Health
Short Title of Agenda Item:

Phone Number (Ext): 5212
Requested Agenda Date: 04/03/19

Eastern Oregon Health Living Alliance (EOHLA) MOU

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

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

N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: EOHLA - MOU

Contractor/Entity Address:

Effective Dates - From: 8/21/18

Through: 8/20/19

Total Contract Amount: \$4,425.94

Budget Line: 101-114-3-30-3464 (Babies First)

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

Reviewed By:

Sheree Smith 03/25/19 Department Head Required for all BOC meetings

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

Justin Nelson 3-26-19 County Counsel \*Required for all legal documents

Kate Knop 4-1-19 Finance Office \*Required for all contracts; other items as appropriate.

Human Resources \*If appropriate

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

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

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

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

The Eastern Oregon Health Living Alliance (EOHLA) is a non-profit organization formed to represent the 12 counties that are a part of the Eastern Oregon Coordinated Care Organization (EOCCO). The EOHLA board consists of a representative from every EOCCO County to assess health need and seek funding. The issue of Postpartum Depression was identified and funding procured for a Pilot project to address this concern. A Pilot project, Integrated Nurse Home Visiting Program (INHVP) was launched with Morrow County and three other counties providing in RN home based visitation programs to screen women for depression prenatally and postpartum. If indicated, referral to behavioral health services can be made in a more timely manner and services delivered in the home.

The MOU identifies the role and responsibility of Morrow County Health Dept Nurse home visitors and payment for the time dedicated to the INHVP Learning Collaborative (based on home visiting nursed costs related to 20 hours learning collaborative meeting time, 20 hours of planning and coordination time, and travel time to 4 rotating learning collaborative sites).

**2. FISCAL IMPACT:**

Additional funding (\$4,425.94) will be utilized to offset travel expenses and the salary and benefit costs of Nursing Staff to attend the four Learning Collaboratives and participation in the pilot program. related costs for 5 staff slots to attend trainings and will have no impact on the level of FTE.

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

Following review per county counsel, the BOC or the County Administrator needs to review, approve and sign the MOU. Payment will be made once the MOU is fully executed.

Attach additional background documentation as needed.

**MEMORANDUM OF UNDERSTANDING**  
Between  
EASTERN OREGON HEALTHY LIVING ALLIANCE  
And  
MORROW COUNTY HEALTH DEPARTMENT

I. Introduction and Purpose

This agreement pertains to the Integrated Nurse Home Visiting Program project. The purpose of this Memorandum of Understanding (MOU) is to address and formalize aspects of the partnership between the lead agency, Eastern Oregon Healthy Living Alliance and the project partner MORROW COUNTY HEALTH DEPARTMENT, as they relate to participation in the project. The Integrated Nurse Home Visiting Program (INHVP) Project Period will be from 8/21/2018 to 8/20/2019.

II. Integrated Nurse Home Visiting Program Vision, Description and Goals

The Integrated Nurse Home Visiting Pilot (INHVP) builds upon existing public health nurse home visiting programs, including CaCoon, Babies First, Maternity Case Management, and Nurse Family Partnership and formally integrates behavioral/mental health therapy when certain risk factors are identified for depression using a standardized depression screening tool (Patient Health Questionnaire-9 [PHQ-9]). Integrating mental/behavioral health services into home visiting programs is an enhancement to existing home visiting programs. Home visiting is an evidence-based approach to preventing and addressing a variety of issues facing children and families, particularly first-time parents and other high-risk families. INHVP is a new service model that will be piloted in four eastern Oregon counties, including Umatilla, Morrow, Grant, and Malheur counties. EOHLA will provide a learning collaborative to support project partners in implementation of the new service model. The activities of the program include:

- Public health nurses screen moms and caregivers who have children under 5 with the PHQ-9 depression screening tool
- Moms and caregivers with risk factors for depression are referred to INHVP (projected 30% of all home visiting cases)
- Therapists provide in-home counseling utilizing Child-Parent Psychotherapy, with a minimum of 8 sessions
- 15-20% improvement in PHQ-9 scores
- Improvement in Ages and Stages Questionnaire scores
- Organize quarterly learning collaborative meetings, providing coordination, education, training, consultation on complex cases, peer support, coordination, accountability, program improvement and evaluation

III. Roles and Responsibilities

EOHLA will assume the role as lead organization, providing project leadership and fiscal management, implementation of the project according to the implementation plan, and all required cooperative agreement reporting and compliance activities.

MORROW COUNTY HEALTH DEPARTMENT home visiting nurses will provide home visiting services and participate in the learning collaborative meetings. Through the service component of the Integrated Nurse Home Visiting Program, home visiting nurses will conduct depression screenings with the mother or the primary caregiver of the child and refer and connect to in-home mental health services when the consumer elects to participate. Home visiting nurses will coordinate care, schedule the follow up home visit with the mental health provider, and introduce the mental health provider at the designated follow up visit.

Specifically, MORROW COUNTY HEALTH DEPARTMENT home visiting nurses will track, record, and report the number of screenings conducted using the PHQ-9 depression screening tool (both pre and post intervention), number of cases where risk factors for depression are identified, number of moms interested in Integrated Nurse Home Visiting Program, number of consumers who elect to participate in the Integrated Nurse Home Visiting Program and pre and post ASQ:SE screenings. These numbers will be shared at learning collaborative meetings in quarters two through four. Home visiting nurses will participate in each quarterly learning collaborative meeting and share experiences and support evaluation and project improvement. Additionally, home visiting nurses will participate in training and education activities and exercises within the learning collaborative meetings. Public health nurses and/or administrators will support outreach to primary or pediatric care clinics on the new enhancements to home visiting programs. Home visiting nurses will provide a satisfaction survey and an exit packet following the intervention. Leadership or key staff within MORROW COUNTY HEALTH DEPARTMENT will participate in any planning and coordinating meetings with the collaborative and with EOHLA as needed over the project year and support and coordinate with EOHLA on data tracking and reporting.

**MORROW COUNTY HEALTH DEPARTMENT Responsibilities:**

- Administer PHQ-9 with participating moms with children up to 48 months in home visiting programs
- Administer ASQ:SE with INHVP moms pre and post intervention
- Care coordination with therapists
- Track, record and share project related data
- Prepare and participate in INHVP quarterly learning collaborative meetings
- Support outreach to pediatric clinics on expanded program
- In-home visits and services are based on projections within the logic model of the final GOBHI funding application
- Share project related data with EOHLA and others when required
- Administer, collect, and share post intervention satisfaction survey and exit packet

- MORROW COUNTY HEALTH DEPARTMENT leadership and/or managers/supervisors participate in planning and coordinating meetings as needed

EASTERN OREGON HEALTHY LIVING ALLIANCE Responsibilities:

- Administering and coordinating the grant project, including grant management and budget; contracts and agreements; payment disbursement; tracking project outcomes, and grant reporting
- Support data tracking and reporting in coordination with project partners
- Lead outreach and communication with collaborative partners
- Coordinate learning collaborative meeting logistics, including, but not limited to, securing speakers, presenters, and trainers; developing the agenda and other meeting materials; securing physical meeting space; meeting evaluation; meeting co-facilitation; and providing equipment and supplies
- Convene planning and coordination meetings with INVHP collaborative, which is separate from the learning collaborative, as necessary

IV. Payment and Disbursement of Payment

EASTERN OREGON HEALTHY LIVING ALLIANCE will make a payment to MORROW COUNTY HEALTH DEPARTMENT for participation in the INVHP learning collaborative and for participation in the project in the amount listed below for activities that stem from the above responsibilities section and based on the provided budget (see below in this section).

Payment by EOHLA for learning collaborative participation will be disbursed to MORROW COUNTY HEALTH DEPARTMENT in the amount of \$4425.94 within 30 days of a fully executed agreement.

MORROW COUNTY HEALTH DEPARTMENT Participation in INVHP Learning Collaborative (based on home visiting nurse costs related to 20 hours learning collaborative meeting time, 20 hours of planning and coordination time, and travel time to 4 rotating learning collaborative sites):

• MCHD Home Visiting Nurse 1	\$1792.48
• MCHD Home Visiting Nurse 2	\$2633.46
<u>Learning Collaborative Total:</u>	<u>\$4425.94</u>

V. Description of the MOU Organization

In August 2014, Eastern Oregon Healthy Living Alliance (EOHLA) formed to support and provide strategies within the Regional Community Health Improvement Plan and to support community health development initiatives in Eastern Oregon. EOHLA consists of a governing board with member representation from each of the 12 counties that comprise the Eastern Oregon Coordinated Care Organization (EOCCO). EASTERN OREGON HEALTHY LIVING ALLIANCE began providing

programming in 2016, including forming the Integrated Nurse Home Visiting Program collaborative. EASTERN OREGON HEALTHY LIVING ALLIANCE received grant awards from Meyer Memorial Trust, The Collins Foundation, The Ford Family Foundation, Cambia Health Foundation and Greater Oregon Behavioral Health Inc. for the current Integrated Nurse Home Visiting Program project.

VI. Description of Relationship and Prior Collaboration with MORROW COUNTY HEALTH DEPARTMENT

MORROW COUNTY HEALTH DEPARTMENT and EOHLA have been engaged in collaborative relationships over the last two and a half years, largely related to the Integrated Nurse Home Visiting Program and some coordination around Mental Health First Aid.

VII. Data Collection, Reporting and Sharing

EASTERN OREGON HEALTHY LIVING ALLIANCE will not have access to any beneficiary specific information. MORROW COUNTY HEALTH DEPARTMENT is required to maintain the privacy of their clients Personal Health Information. Data collected in execution of the project will be shared with project partners. MORROW COUNTY HEALTH DEPARTMENT will support the development of a final report to be shared with project and external partners.

VIII. Quality Improvement Activities

EASTERN OREGON HEALTHY LIVING ALLIANCE and MORROW COUNTY HEALTH DEPARTMENT agree to provide input and feedback into learning collaborative and project plans, protocols, and practices before, during, and after project implementation for the purpose of implementing a successful INVHP learning collaborative and project.

IX. Indemnification Provision

Indemnification. MORROW COUNTY HEALTH DEPARTMENT agrees to indemnify and hold harmless EOHLA for any suits filed against EOHLA stemming from the negligence of MORROW COUNTY HEALTH DEPARTMENT in performing work under this agreement.

X. Medical Insurance/Additionally Insured

MORROW COUNTY HEALTH DEPARTMENT agrees to provide proof of medical or social service insurance and to list EASTERN OREGON HEALTHY LIVING ALLIANCE as additional insured on the insurance.

This agreement is effective until terminated by either party and may be revised upon the mutual concurrence of both parties.

*John V. Adams*

John Adams, Director

EASTERN OREGON HEALTHY LIVING ALLIANCE

1/30/2019

Date

Jim Doherty, Chair  
Morrow County Board of Commissioners

MORROW COUNTY HEALTH DEPARTMENT

Date





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

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

At 3:00 p.m. on February 20, 2019 Bids for the Keene and Snyder Bridge widening project were opened and read. At that time three proposed bids came in, the bid tabulation is as attached. After careful review and checking for completeness it is Marcum & Sons, LLC who are the favorable bid for the project.

You will find the entire packet for your review.

**2. FISCAL IMPACT:**

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

BOC moves to award the Keene and Snyder Bridge Widening project to Marcum & Sons LLC to complete the project.

Attach additional background documentation as needed.

## Sandra Pointer

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**From:** Richard Tovey  
**Sent:** Monday, March 18, 2019 9:06 AM  
**To:** Sandra Pointer; Justin Nelson; Kate Knop; Roberta Lutcher  
**Cc:** Matt Scrivner; Eric Imes; Darrell Green  
**Subject:** RE: Agenda Cover item for March 27th

Sandi-

I have reviewed the documents for the Keene and Snyder Bridge widening project and have no issues with the form or content.

Thanks-

Rich

---

Richard S. Tovey  
Deputy District Attorney/ County Counsel  
Morrow County District Attorney's Office  
P.O. Box 664  
Heppner, OR 97836  
(541) 676-5626

---

**From:** Sandra Pointer  
**Sent:** Monday, March 18, 2019 7:13 AM  
**To:** Justin Nelson <jnelson@co.morrow.or.us>; Kate Knop <kknop@co.morrow.or.us>; Roberta Lutcher <rlutcher@co.morrow.or.us>; Richard Tovey <rtovey@co.morrow.or.us>  
**Cc:** Matt Scrivner <mscrivner@co.morrow.or.us>; Eric Imes <eimes@co.morrow.or.us>; Darrell Green <dgreen@co.morrow.or.us>  
**Subject:** RE: Agenda Cover item for March 27th

Hello Justin or Richard,

Have either of you been able to look this over? I would like to get this to Roberta this week.

### Morrow County Public Works

Sandi Pointer

*Management Assistant*

365 W. Hwy 74, P.O. Box 428

Lexington, OR. 97839

541-240-1761 Cell Phone

541-989-8166 Office

541-989-8352 Fax

[spointer@co.morrow.or.us](mailto:spointer@co.morrow.or.us)

Road, Airport, Waste Management, Parks and General Maintenance

Visit us on the web [www.co.morrow.or.us](http://www.co.morrow.or.us)

---

**From:** Sandra Pointer  
**Sent:** Monday, March 11, 2019 9:37 AM

**To:** Justin Nelson <[jnelson@co.morrow.or.us](mailto:jnelson@co.morrow.or.us)>; Kate Knop <[kknop@co.morrow.or.us](mailto:kknop@co.morrow.or.us)>; Roberta Lutcher <[rlutcher@co.morrow.or.us](mailto:rlutcher@co.morrow.or.us)>; Richard Tovey <[rtovey@co.morrow.or.us](mailto:rtovey@co.morrow.or.us)>  
**Cc:** Matt Scrivner <[mscrivner@co.morrow.or.us](mailto:mscrivner@co.morrow.or.us)>; Eric Imes <[eimes@co.morrow.or.us](mailto:eimes@co.morrow.or.us)>; Darrell Green <[dgreen@co.morrow.or.us](mailto:dgreen@co.morrow.or.us)>  
**Subject:** Agenda Cover item for March 27th

All, Please find attached an agenda items for March 27<sup>th</sup> for the Keene and Snyder Bridge widening project this is the award we would like to have done on that date. You will find the ENTIRE packet for your review.

Council, I do need or would like approval shortly as I would like to put contract signing on the April 3 agenda. Roberta, Original with signature is to be sent up this week.

Thank you, Any questions or concerns please let me know.

**Morrow County Public Works**

Sandi Pointer

*Management Assistant*

365 W. Hwy 74, P.O. Box 428

Lexington, OR. 97839

541-240-1761 Cell Phone

541-989-8166 Office

541-989-8352 Fax

[spointer@co.morrow.or.us](mailto:spointer@co.morrow.or.us)

Road,Airport,Waste Management,Parks and General Maintenance

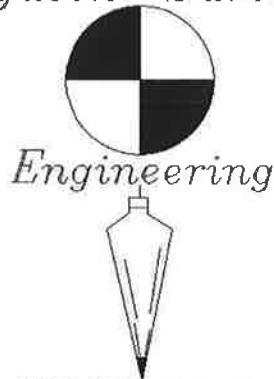
Visit us on the web [www.co.morrow.or.us](http://www.co.morrow.or.us)

**BID TABULATION  
FOR  
MORROW COUNTY  
KEENE BRIDGE & SNYDER BRIDGE WIDENING PROJECT  
MORROW COUNTY PUBLIC WORKS DEPARTMENT  
for Febraury 20, 2019 Bid Opening**

Item No.	Item Description	Unit	Quantity	MARCUM & SONS, LLC		BUTTERCREEK CONTRACTING, LLC		ENGINEER'S ESTIMATES		DESCHUTES CONST. CORP.	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1 -210	Mobilization	Lump Sum	1	\$21,725.93	\$21,725.93	\$8,400.00	\$8,400.00	\$25,000.00	\$25,000.00	\$48,860.00	\$48,860.00
2 -310	Asphalt Pavement Sawcutting	Foot	100	\$5.00	\$500.00	\$6.00	\$600.00	\$2.00	\$200.00	\$5.23	\$523.00
3 -310	Remove Existing Asphalt Wearing Surface	Sq. Yd.	202	\$8.00	\$1,616.00	\$25.04	\$5,058.08	\$100.00	\$20,200.00	\$30.07	\$6,074.14
4 -501	Remove Existing Bridge Decking	Sq. Ft.	1810	\$20.67	\$37,412.70	\$3.93	\$7,113.30	\$10.00	\$18,100.00	\$15.24	\$27,584.40
5 -539	Install Agency Supplied Corrugated Steel Bridge Decking	Sq. Yd.	245	\$62.82	\$15,390.90	\$85.56	\$20,962.20	\$10.00	\$2,450.00	\$63.05	\$15,447.25
6 -560	Furnish & Install W27x102 Beams (Painted)	Pound	24420	\$2.80	\$68,376.00	\$1.19	\$29,059.80	\$3.00	\$73,260.00	\$4.93	\$120,390.60
7 -582	Bearing Pads	Each	8	\$250.00	\$2,000.00	\$975.60	\$7,804.80	\$300.00	\$2,400.00	\$577.38	\$4,619.04
8 -583	2"dia Electrical Conduit	Foot	100	\$25.35	\$2,535.00	\$15.85	\$1,585.00	\$15.00	\$1,500.00	\$39.60	\$3,960.00
9 -587	Thrie Beam Bridge Rail	Foot	163	\$107.54	\$17,529.02	\$294.60	\$48,019.80	\$150.00	\$24,450.00	\$182.66	\$29,773.58
10 -640	3/4"-0" Aggregate Base	Ton	10	\$125.00	\$1,250.00	\$597.19	\$5,971.90	\$30.00	\$300.00	\$209.30	\$2,093.00
11 -744	Level 3, 1/2 inch ACP	Ton	70	\$190.00	\$13,300.00	\$594.61	\$41,622.70	\$150.00	\$10,500.00	\$192.47	\$13,472.90
12 -810	Thrie Beam Guardrail Transition	Each	8	\$665.00	\$5,320.00	\$1,162.80	\$9,302.40	\$2,400.00	\$19,200.00	\$659.88	\$5,279.04
13 -810	W3 Guardrail Flares	Each	8	\$3,500.00	\$28,000.00	\$3,886.38	\$31,091.04	\$4,500.00	\$36,000.00	\$3,189.50	\$25,516.00
14 -810	Guardrail End Pieces	Each	8	\$75.00	\$600.00	\$86.33	\$690.64	\$200.00	\$1,600.00	\$98.00	\$704.00
<b>TOTALS</b>					<b>\$215,555.55</b>		<b>\$217,281.66</b>		<b>\$235,160.00</b>		<b>\$304,296.95</b>

NOTE: Amounts shown in red have been corrected based on the Unit Price multiplied by the Quantity  
Amounts shown in blue have been corrected to reflect the actual bid quantity from Addendum #2.

*Ferguson Surveying*



P.O. BOX 519, 210 E. MAIN  
MT. VERNON, OR 97865  
PHONE (541)932-4520  
FAX (541)932-4430  
EMAIL [dfse@oretelco.net](mailto:dfse@oretelco.net)



## **NOTICE OF INTENT TO AWARD**

**FEBRUARY 20, 2019 BID OPENING FOR:**

**MORROW COUNTY  
KEENE BRIDGE & SNYDER BRIDGE WIDENING  
PROJECT  
MORROW COUNTY PUBLIC WORKS DEPARTMENT  
MORROW COUNTY, OREGON  
February, 2019**

**THIS IS NOT A NOTICE OF AWARD OR A NOTICE TO PROCEED**

**Notice Issue Date: February 21, 2019**

**Low Bidder: Marcum & Sons, LLC (OR CCB No. 209365)**

**Bid Amount \$ 215,555.55**

**The formal decision to award will be made at the next Morrow County Board of Commissioner's Meeting, February 27, 2019. If the Board decides to award the Contract, the selected bidder will receive a Notice Of Award by February 28, 2019.**



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

(For BOC Use)  
 Item #  
 9c

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

Presenter at BOC: Matt Scrivner  
 Department: Public Works / Road  
 Short Title of Agenda Item:  
(No acronyms please)

Phone Number (Ext): 541-989-9500  
 Requested Agenda Date: 4/3/2019

Consent to use documents with Bureau of Reclamation

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

<input type="checkbox"/> Order or Resolution	<input type="checkbox"/> Appointments
<input type="checkbox"/> Ordinance/Public Hearing:	<input type="checkbox"/> Update on Project/Committee
<input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading	<input type="checkbox"/> Consent Agenda Eligible
<input type="checkbox"/> Public Comment Anticipated:	<input checked="" type="checkbox"/> Discussion & Action
Estimated Time:	Estimated Time: <b>5-10 minutes</b>
<input type="checkbox"/> Document Recording Required	<input type="checkbox"/> Purchase Pre-Authorization
<input checked="" type="checkbox"/> Contract/Agreement	<input type="checkbox"/> Other

N/A      Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: **Bureau of Reclamation**



Contractor/Entity Address: **32871 Diagonal road Hermiston, Oregon 97838**

Effective Dates – From: \_\_\_\_\_ Through: \_\_\_\_\_

Total Contract Amount: **None**      Budget Line: \_\_\_\_\_

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

Reviewed By:

 _____ DATE 3/28/19	Department Director	Required for all BOC meetings
 _____ DATE 4/1/19	Administrator	Required for all BOC meetings
T. Nelson email 4-1-19 _____ DATE	County Counsel	*Required for all legal documents
K. Knop email 3-28-19 _____ DATE	Finance Office	*Required for all contracts; other items as appropriate.
_____ DATE	Human Resources	*If appropriate

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

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

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

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

This Consent to use documents are for a project that was completed in 2017. These are documents that allow Public Works to work on and over structures owned by the Bureau of Reclamation.

**2. FISCAL IMPACT:**

None

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

Board approves the consent to use documents and authorizes the Board Chair to sign.

Attach additional background documentation as needed.



## Sandra Pointer

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**From:** Justin Nelson  
**Sent:** Monday, April 01, 2019 1:38 PM  
**To:** Sandra Pointer; Richard Tovey  
**Subject:** RE: Future Agenda item  
**Attachments:** 0845\_001.pdf

Sandi,

I have reviewed and do not have any concerns- so long as public works is alright with holding all of the liability during the construction (which honestly makes sense since we are the ones doing the construction I guess).

I did not see the agenda cover sheet in the email, but I really do not need to see it I guess.

With the PDF you sent- we need to make sure the version we have at BoC includes the full maps- it looks like the PDF has cut-off version of maps in it (pages 14-22).

-Justin

---

*Justin W. Nelson  
Morrow County District Attorney  
Morrow County Counsel  
100 S. Court St.  
P.O. Box 664  
Heppner, OR 97836  
Office: (541) 676-5626  
Fax: (541) 676-5660  
Email: [jnelson@co.morrow.or.us](mailto:jnelson@co.morrow.or.us)*

**From:** Sandra Pointer  
**Sent:** Monday, April 1, 2019 1:15 PM  
**To:** Justin Nelson <[jnelson@co.morrow.or.us](mailto:jnelson@co.morrow.or.us)>; Richard Tovey <[rtovey@co.morrow.or.us](mailto:rtovey@co.morrow.or.us)>  
**Subject:** FW: Future Agenda item

Sorry so many Emails, I do have a agenda cover sheet. I believe this is just Bureau way of having Morrow Co responsible for the road and West Extension responsible for the irrigation crossing.

**From:** Sandra Pointer  
**Sent:** Monday, April 01, 2019 1:04 PM  
**To:** Justin Nelson <[jnelson@co.morrow.or.us](mailto:jnelson@co.morrow.or.us)>; Richard Tovey <[rtovey@co.morrow.or.us](mailto:rtovey@co.morrow.or.us)>  
**Subject:** FW: Future Agenda item

This project is already done on Laurel and Wilson Road intersection. I am not certain why Bureau of Reclamation is so behind on getting their items completed and signed but here we have it. 😊

**From:** [Kate Knop](#)  
**To:** [Roberta Lutcher](#); [Matt Scrivner](#); [Darrell Green](#); [Justin Nelson](#)  
**Cc:** [Eric Imes](#); [Sandra Pointer](#); [Richard Tovey](#)  
**Subject:** RE: Future Agenda item  
**Date:** Thursday, March 28, 2019 8:38:08 AM

---

I do not have any issues with the document.

Did you forward to Rich for review?

## **Kate Knop**

Finance Director  
Morrow County  
P.O. Box 867  
Heppner, OR 97836  
541-676-5615 or x5302  
[kknop@co.morrow.or.us](mailto:kknop@co.morrow.or.us)



**From:** Roberta Lutcher  
**Sent:** Thursday, March 28, 2019 7:57 AM  
**To:** Matt Scrivner <[mscrivner@co.morrow.or.us](mailto:mscrivner@co.morrow.or.us)>; Darrell Green <[dgreen@co.morrow.or.us](mailto:dgreen@co.morrow.or.us)>; Justin Nelson <[jnelson@co.morrow.or.us](mailto:jnelson@co.morrow.or.us)>  
**Cc:** Kate Knop <[kknop@co.morrow.or.us](mailto:kknop@co.morrow.or.us)>; Eric Imes <[eimes@co.morrow.or.us](mailto:eimes@co.morrow.or.us)>; Sandra Pointer <[spointer@co.morrow.or.us](mailto:spointer@co.morrow.or.us)>  
**Subject:** RE: Future Agenda item

I would suggest the Agenda Cover Sheet be included as part of the review process, I feel at a disadvantage because I am operating in the dark. Maybe I was just not in the loop on the cover sheet?

*Roberta Lutcher*  
*Executive Assistant*  
*Morrow County Board of Commissioners*  
*541-676-5613 (5303)*  
*P.O. Box 788*  
*110 N. Court St.*  
*Heppner, OR 97836*  
*Email: [rlutcher@co.morrow.or.us](mailto:rlutcher@co.morrow.or.us)*



# United States Department of the Interior

BUREAU OF RECLAMATION  
Umatilla Field Office  
32871 Diagonal Road  
Hermiston, Oregon 97838

IN REPLY REFER TO:

February 6, 2018

UFO-4110  
2.2.3.19

Mr. Matt Scrivner  
Director of Public Works  
Morrow County  
365 W Highway 74  
Lexington, Oregon 97839

Subject: Consent to Use No. 19-07-1U-L0280 to Morrow County, Lateral 11, Umatilla Project, Oregon

Dear Mr. Scrivner:

Enclosed for review and signature are duplicate originals of the subject consent which allows Morrow County to cross Reclamation's easement for the West Extension Lateral 11 to construct, operate, and maintain road improvements for the Wilson Road Improvement Project in Boardman, Oregon.

If the Consent is acceptable, please have both documents signed and notarized by authorized representatives of Morrow County and return them to this office. Upon execution by Reclamation, the fully executed duplicate original will be furnished for your records.

Should you have questions or need additional information regarding this matter please contact Wendy Morrison, Realty Specialist, at 541-564-8616, extension 231.

Sincerely,

Sean Kimbrel  
Manager  
Umatilla Field Office

Enclosure

**Contract No. 19-07-1U-L0280**

**UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
Umatilla Project, Oregon**

**CONSENT TO USE**

**THIS CONSENT TO USE**, hereinafter referred to as Consent, made the \_\_\_\_\_ day of \_\_\_\_\_, 2019, pursuant to the Act of Congress June 17, 1902 (32 Stat. 388; 43 U.S.C. §391), and acts amendatory thereof or supplementary thereto, collectively referred to as the Federal Reclamation Laws, specifically, Section 10 of the Reclamation Project Act of 1939 (53 Stat. 1196), between the **United States of America**, hereinafter called the **United States**, represented by the official executing this Consent, and **Morrow County**, a political subdivision of the State of Oregon, hereinafter referred to as **the County**.

**WITNESSETH, THAT:**

**WHEREAS**, in connection with the Umatilla Project, the United States, by and through the Bureau of Reclamation, Department of the Interior, hereinafter referred to as Reclamation, has, pursuant to Federal Reclamation Laws, acquired certain easement rights in Morrow County and constructed certain irrigation distribution facilities thereon, known as the Lateral 11 Pipeline; and

**WHEREAS**, said project facilities are operated and maintained by the West Extension Irrigation District, under a repayment contract with the United States; and

**WHEREAS**, the County has requested authorization to cross Reclamation's right-of-way for Lateral 11 to facilitate the Wilson Road-Laurel Lane Intersection Reconstruction Project; and

**WHEREAS**, the piping for Lateral 11 and associated irrigation facilities have been reconfigured to be clear of the road improvements; and

**WHEREAS**, the proposed use has been reviewed and determined to be compatible with project purposes.

**NOW, THEREFORE**, in consideration of the mutual covenants and stipulations hereinafter stated, the parties hereto do mutually agree as follows:

1. **CONSENT AND LEGAL**

The United States does hereby consent to construction, operation, and maintenance of road improvements on the following described lands:

**The County's facilities are located at the SE Corner of the SW¼NE¼ of Section 15, Township 4 North, Range 25 East, Willamette Meridian, Morrow County, Oregon.**

The location of the County's facilities in relation to Reclamation's facilities (substantially as shown in red) is shown on **Exhibit "A"**, attached hereto and made a part hereof.

2. **SUBJECT TO FEE OWNER APPROVAL**

Unless the County are the underlying fee owner, this Consent is subject to the County securing approval of the underlying fee owner to cross or use the identified portion of Reclamation's easement.

3. **FEES**

In accordance with Title 43 of the Code of Federal Regulations, Part 429.26, Reclamation has made a determination to waive the application fee and administrative costs for this Consent.

4. **TERM**

This Consent is granted in perpetuity.

5. **SPECIAL STIPULATIONS**

The County agrees to abide by the following stipulations as based on the proposal submitted with the application.

a. The County shall construct their facilities in accordance with the accepted Irrigation Plan & Pipe Profiles attached hereto and made a part hereof as **Exhibit "B"**.

b. The West Extension Irrigation District (District) and the Bureau of Reclamation, Umatilla Field Office shall be notified five (5) business days prior to the start of any construction within the Lateral 11 right-of-way.

c. The County shall assume liability for any leaks, breaks, or additional maintenance at this crossing found to be a consequence of their construction activities. Any materials used for

repairs that differ from the original plans must be reviewed and approved by Reclamation prior to the repairs being made.

d. If during construction and/or installation any damage is inflicted upon the pipelines or the Premises, the entity performing the work agrees to immediately contact this office and the District for instructions.

e. The pipeline maintenance surface and any other areas of the easement and/or premises disturbed during construction and/or installation shall be restored to pre-existing or better condition following completion of the project.

f. The County shall provide final as-built drawings of this crossing to Reclamation and the District within 60 days of the completion of construction. The drawings shall be submitted in 11"x17" size and on a CD/DVD in ACAD format, preferably, or PDF format.

#### **6. UNRESTRICTED ACCESS**

The United States, its officers, agents, employees, shall at all times have unrestricted access and ingress to, passage over, and egress from, all of said right-of-way for the purposes of exercising, enforcing, and protecting the rights reserved herein.

#### **7. HOLD HARMLESS**

The County hereby agrees to indemnify the United States for, and hold the United States and all of its representatives harmless from, all damages resulting from suits, actions, or claims of any character brought on account of any injury to any person or property arising out of any act, omission, neglect, or misconduct in the manner or method of performing any construction, care, operation, maintenance, supervision, examination, inspection, or other activities of the County.

#### **8. PROTECTION OF UNITED STATES INTERESTS**

The County shall construct, operate, and maintain their structures in a good workmanlike manner, as determined by the United States, to ensure that the authorized uses are compatible with the Reclamation purposes for which the land rights were acquired, protect the interests of the United States. The County shall ensure compliance with all laws, regulations, and orders of the United States, and any other public authority affecting such works.

#### **9. TERMINATION**

This Consent, a use authorization, will terminate and all rights of the County hereunder will cease, and the County will quietly deliver to the United States possession of the premises in like condition as when taken, reasonable wear and damage by the elements excepted:

- a.** At the end of the term of this consent; or
- b.** Reclamation may, at any time and at no cost or liability to the United States, if the County fails to comply with any of the terms and conditions hereof, or upon mutual agreement of all parties; or
- c.** The United States, acting through Reclamation, Department of the Interior, reserves rights to construct, operate, and maintain public works now or hereafter authorized by the Congress without liability for termination of the use authorization or other damage to the County's activities or facilities.
- d.** Reclamation may, at any time and at no cost or liability to the United States, terminate any use authorization in the event of a natural disaster, a national emergency, a need arising from security requirements, or an immediate and overriding threat to public health and safety.
- e.** Reclamation may, at any time and at no cost or liability to the United States, terminate any use authorization, for activities other than existing authorized private exclusive recreational or residential use as defined under 43 CFR § 429.2 if Reclamation determines that any of the following apply:

  - i.** The use has become incompatible with authorized project purposes, project operations, safety, and security;
  - ii.** A higher public use is identified through a public process described at 43 CFR § 429.32(a)(1); or
  - iii.** Termination is necessary for operational needs of the project.
- f.** Reclamation may, at any time and at no cost or liability to the United States, terminate any use authorization if Reclamation determines that the County has failed to use the use authorization for its intended purpose. Further, failure to construct within the timeframe specified in the terms of the use authorization may constitute a presumption of abandonment of the requested use and cause termination of the use authorization.
- g.** Reclamation may, at any time and at no cost or liability to the United States, terminate any use authorization if the County fails to comply with all applicable Federal, State, and local laws, regulations, ordinances, or terms and conditions of any use authorization, or to obtain any required permits or authorizations.

**10. NOTICES**

All notices required or desired to be given under this Agreement shall be in writing and may be delivered by personal delivery; via recognized delivery services such as United Parcel Services (UPS) or Federal Express (FedEx); or by deposit in the United States Mail, postage prepaid, as certified mail, return receipt requested, and addressed as follows:

Manager, Umatilla Field Office  
Bureau of Reclamation  
32871 Diagonal Rd  
Hermiston, OR 97838

Morrow County, Oregon  
365 W. Hwy 74  
Lexington, OR 97839

Any notice delivered by personal delivery shall be deemed received by the addressee upon actual delivery. Any notice delivered by certified mail shall be deemed received by the addressee on the third business day after deposit. The addresses to which notices are to be delivered may be changed by giving notice of such change in accordance with this paragraph. This paragraph shall apply where notice is required under this Consent, and no specific requirements are set forth. Where this Consent provides for a specific notice in a different manner, the more specific requirements shall prevail.

The parties hereby designate the Manager, Umatilla Field Office and Matt Scrivner, Morrow County Director of Public Works, as the authorized representatives for this Consent. These individuals shall have authority to take any action allowed or required under this Consent, on behalf of their employer. The parties may change their designated representatives at any time by giving notice of such change in accordance with this Article.

**11. INCREASED COSTS**

If the construction, operation, or maintenance of any or all of such structures and facilities of the United States across, over, under, or upon said right of way should be made more expensive by reason of the existence of improvements or works of the County thereon, such additional expense is to be estimated by the Secretary of the Interior, whose estimate is to be final and binding upon the parties hereto. Within thirty (30) days after demand is made upon the County for payment of any such sums, the County will make payment thereof to the United States or any of its successors or assigns. As an alternative to payment, the County, at its sole cost and expense and within the time limits established by the United States, may remove or adapt facilities constructed and operated by it on said right-of-way to accommodate the aforementioned structures and facilities of the United States. The County shall bear any costs incurred by the United States occasioned by the failure of the County to remove or adapt their facilities within the time limits specified.



**12. REMOVAL OF STRUCTURES**

Upon expiration, termination, or revocation of the Consent, the County shall remove all structures, equipment, or other improvements made by it from the premises at no cost to the United States. Upon failure to remove any such improvements within sixty (60) days of expiration, termination, or revocation, any remaining improvements shall, at the option of the United States, be removed or become the property of the United States. The County shall pay all the expenses of the United States, or its assigns, related to removal of such improvements.

**13. DISCOVERY OF CULTURAL RESOURCES**

The County shall immediately provide an oral notification to Reclamation of the discovery of any and all antiquities or other objects of archaeological, cultural, historic, or scientific interest. The County shall follow up with a written report of their finding(s) to Reclamation within forty-eight (48) hours. Objects under consideration include, but are not limited to, historic or prehistoric ruins, human remains, funerary objects, and artifacts discovered as a result of activities under this authorization. The County shall immediately cease the activity in the area of the discovery, make a reasonable effort to protect such discovery, and wait for written consent from Reclamation before resuming the activity. Protective and mitigative measures specified by Reclamation shall be the responsibility of the County.

**14. HAZARDOUS MATERIALS**

a. The County may not allow contamination or pollution of Federal lands, waters, or facilities. The County have the responsibility for care, operation, and maintenance by its employees or agents and shall take reasonable precautions to prevent such contamination or pollution by third parties. Substances causing contamination or pollution shall include, but are not limited to, hazardous materials, thermal pollution, refuse, garbage, sewage effluent, industrial waste, petroleum products, mine tailings, mineral salts, misused pesticides, pesticide containers, or any other pollutants.

b. The County shall comply with all applicable Federal, State, and local laws and regulations, and Reclamation policies and directives and standards, existing or hereafter enacted or promulgated, concerning any hazardous material that will be used, produced, transported, stored, or disposed of, on or, in Federal lands, waters, or facilities.

c. "Hazardous material" means any substance, pollutant, or contaminant listed as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, *et seq.*, and the regulations promulgated pursuant to that Act.

d. Upon discovery of any event which may or does result in contamination or pollution of Federal lands, waters, or facilities, The County shall initiate any necessary emergency measures to protect health, safety, and the environment and shall report such

discovery with full details of the actions taken to Reclamation. Reporting may be within a reasonable time period. A reasonable time period means within twenty-four (24) hours of the time of discovery if it is an emergency, or by the first working day if it is a non-emergency. An emergency is any situation that requires immediate action to reduce or avoid endangering public health and safety or the environment.

e. Violation of any of the provisions of this Article, as determined by Reclamation, may constitute grounds for termination of this Consent. Such violations require immediate corrective action by the County and shall make the County liable for the cost of full and complete remediation and/or restoration of any Federal resources or facilities that are adversely affected as a result of the violation.

f. The County agree to include the provisions contained in paragraphs (a) through (e) of this Article in any subcontract or third-party contract it may enter into pursuant to this Consent.

g. Reclamation agrees to provide information necessary for the County using reasonable diligence, to comply with the provisions of this Article.

## **15. NON-DISCRIMINATION**

The County, by acceptance of this Consent, is receiving a type of Federal assistance, and therefore agrees to comply with:

a. Nondiscrimination on the basis of Race, Color, or National Origin

i. Title VI (Section 601) of the Civil Rights Act of July 12, 1964 (78 Stat. 241) which provides that "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance," and to be bound by the regulations of the Department of the Interior for the effectuation thereof, as set forth in 43 CFR 17.

ii. To obligate its subcontractors, subconsentees, transferees, successors in interest, or any other participants receiving Federal Financial assistance hereunder, to comply with the requirement of this provision.

b. Nondiscrimination on the Basis of Disability

i. To comply with Section 504 of the Rehabilitation Act of 1973, Public Law 93-112, as amended which is designed to eliminate discrimination on the basis of disability in any program or activity receiving Federal financial assistance.

ii. To obligate its subcontractors, subconsentees, transferees, successors in interest, or any other participants receiving Federal financial assistance hereunder, to comply with the requirements of this provision

c. Nondiscrimination on the Basis of Age

i. To comply with the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq.; and the general age discrimination regulations at 45 CFR § 90 which are designed to prohibit discrimination on the basis of age in programs and activities receiving Federal financial assistance, as set forth in 43 CFR § 17.

ii. To obligate its subcontractors, subconsentees, transferees, successors in interest, or any other participants receiving Federal financial assistance hereunder, to comply with the requirements of this provision.

16. **THIRD PARTY RIGHTS**

This Consent is granted subject to all rights previously acquired by third parties.

17. **SEVERABILITY**

Each provision of this Consent shall be interpreted in such a manner as to be valid under applicable law, but if any provision of this Consent shall be deemed or determined by competent authority to be invalid or prohibited hereunder, such provision shall be ineffective and void only to the extent of such invalidity or prohibition, but shall not be deemed ineffective or invalid as to the remainder of such provision or any other remaining provisions, or of this Consent as a whole.

18. **BINDING**

The provisions of this Consent shall apply to, and bind, the heirs, successors and assigns of the parties hereto, but no assignment or transfer of this Consent or any part or interest therein shall be valid until approved by Reclamation.

19. **OFFICIALS NOT TO BENEFIT**

No Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or accepted by or on behalf of the United States, or to any benefit to arise thereupon.

**IN WITNESS WHEREOF**, the parties hereto have executed this Consent the day and year first above written.

**THE UNITED STATES OF AMERICA**

\_\_\_\_\_  
**CAROLYN CHAD**  
Deputy Area Manager  
Columbia-Cascades Area Office  
Pacific Northwest Region  
Bureau of Reclamation  
Department of the Interior

**ACKNOWLEDGMENT**

**STATE OF WASHINGTON**

**County of Yakima**

On the \_\_\_\_ day of \_\_\_\_\_, 2019, personally appeared before me, \_\_\_\_\_, to me known to be the official of the **UNITED STATES OF AMERICA** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said **UNITED STATES** for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument.

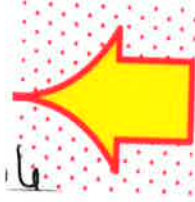
**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed my official seal the day and year first above written.

(SEAL)

\_\_\_\_\_  
Notary Public in and for the  
State of \_\_\_\_\_  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

**CONSENTEE:**

**MORROW COUNTY, OREGON**



\_\_\_\_\_

By:

Title:

**ACKNOWLEDGMENT**

**STATE OF OREGON**

**County of Umatilla**

On the \_\_\_\_\_ day of \_\_\_\_\_, 2019, personally appeared before me, the undersigned notary, \_\_\_\_\_, known to me to be the party who executed the within and foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed my official seal the day and year first above written.



\_\_\_\_\_

Notary Public in and for the  
State of \_\_\_\_\_

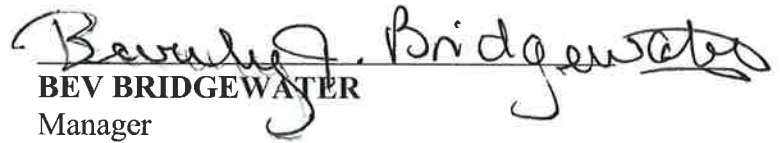
Residing at \_\_\_\_\_

My commission expires \_\_\_\_\_

(SEAL)

The West Extension Irrigation District hereby concurs, this 1<sup>st</sup> day of February, 2019, with Reclamation's intent to issue this Consent.

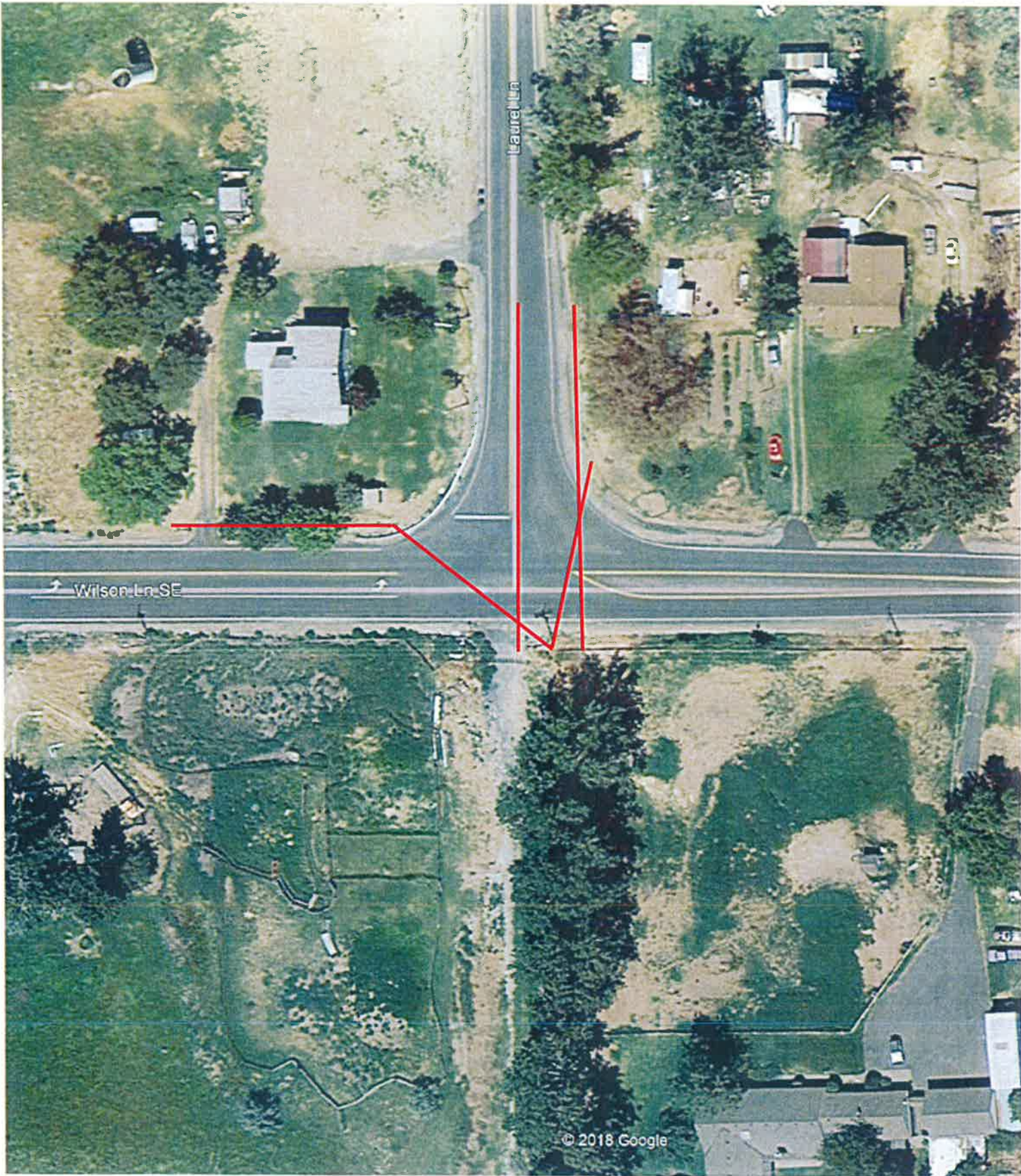
**WEST EXTENSION IRRIGATION DISTRICT**

  
**BEV BRIDGEWATER**  
Manager

**ATTESTED:**

By: Lisa M Baum

Title: Office Manager



— Approximate locations of BOR facilities

Exhibit "A" to Consent to  
Use No. 19-07-1U-L0280

# WILSON ROAD - LAUREL LANE INTERSECTION RECONSTRUCTION PROJECT

MORROW COUNTY PUBLIC WORKS DEPARTMENT  
Preliminary Construction Plans

DRAWING SHEET INDEX:

1. TITLE SHEET
2. IRRIGATION PIPE PLAN
3. TRENCH & PIPE DETAILS
4. WILSON ROAD TYPICAL SECTIONS
5. LAUREL LANE TYPICAL SECTION
6. WILSON ROAD PLAN & PROFILE (0+00 to 5+00)
7. WILSON ROAD PLAN & PROFILE (5+00 to 10+00)
8. WILSON ROAD PLAN & PROFILE (10+00 to EOP)
9. LAUREL LANE PLAN & PROFILE



RENEWAL DATE: 01/01/2018

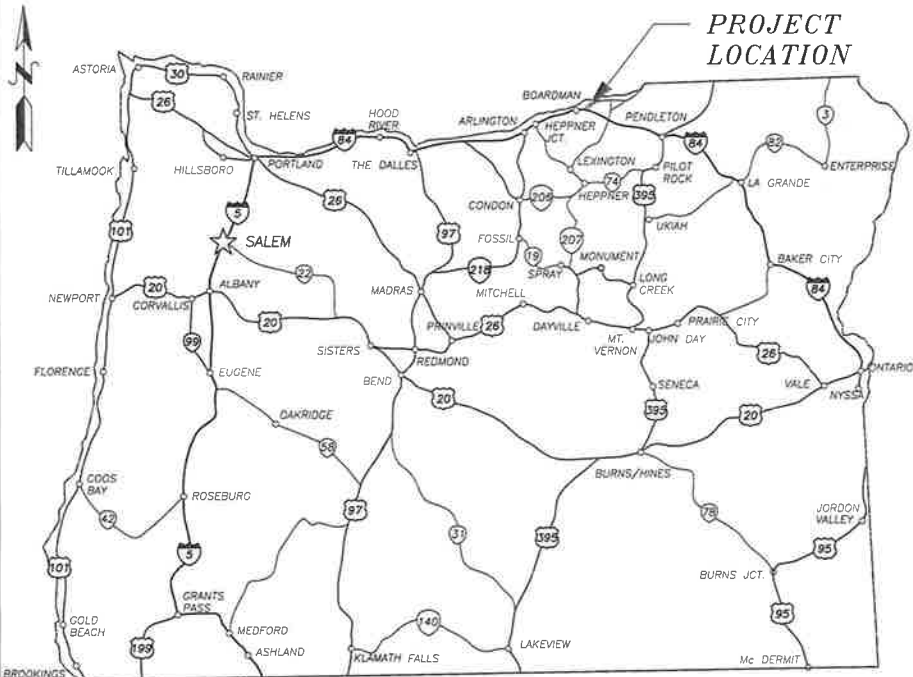
Ferguson Surveying



Engineering

P.O. Box 519, 210 E. Main  
MT. Vernon, OR 97865  
Phone (541)932-4520  
Fax (541)932-4430  
Email dfse@oretelco.net

LOCATION MAP  
Not to Scale



OREGON

VICINITY MAP  
Not to Scale

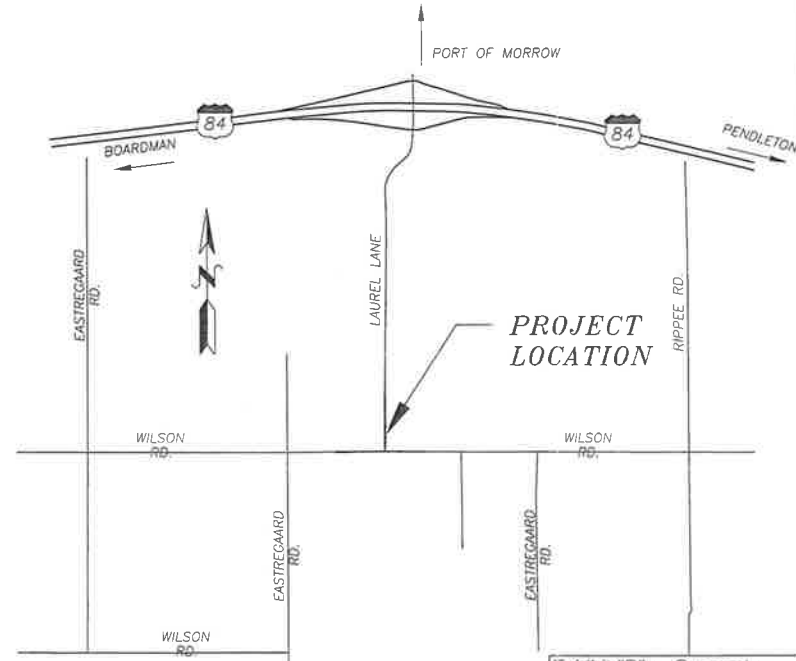


Exhibit "B" to Consent to  
Use No. 19-07-1U-L0280  
page 1 of 9

Wilson Road-Laurel Lane  
Intersection Reconstruction Project  
Morrow County Public Works Department  
365 W. Hwy 74-Lexington, Oregon 97839

DRAWN BY: W. Arntz  
DATE: 30 Nov 2016

ISSUE: DATE:

ASBUILT 7/25/2017

TITLE SHEET

1





RENEWAL DATE: 01/01/2018

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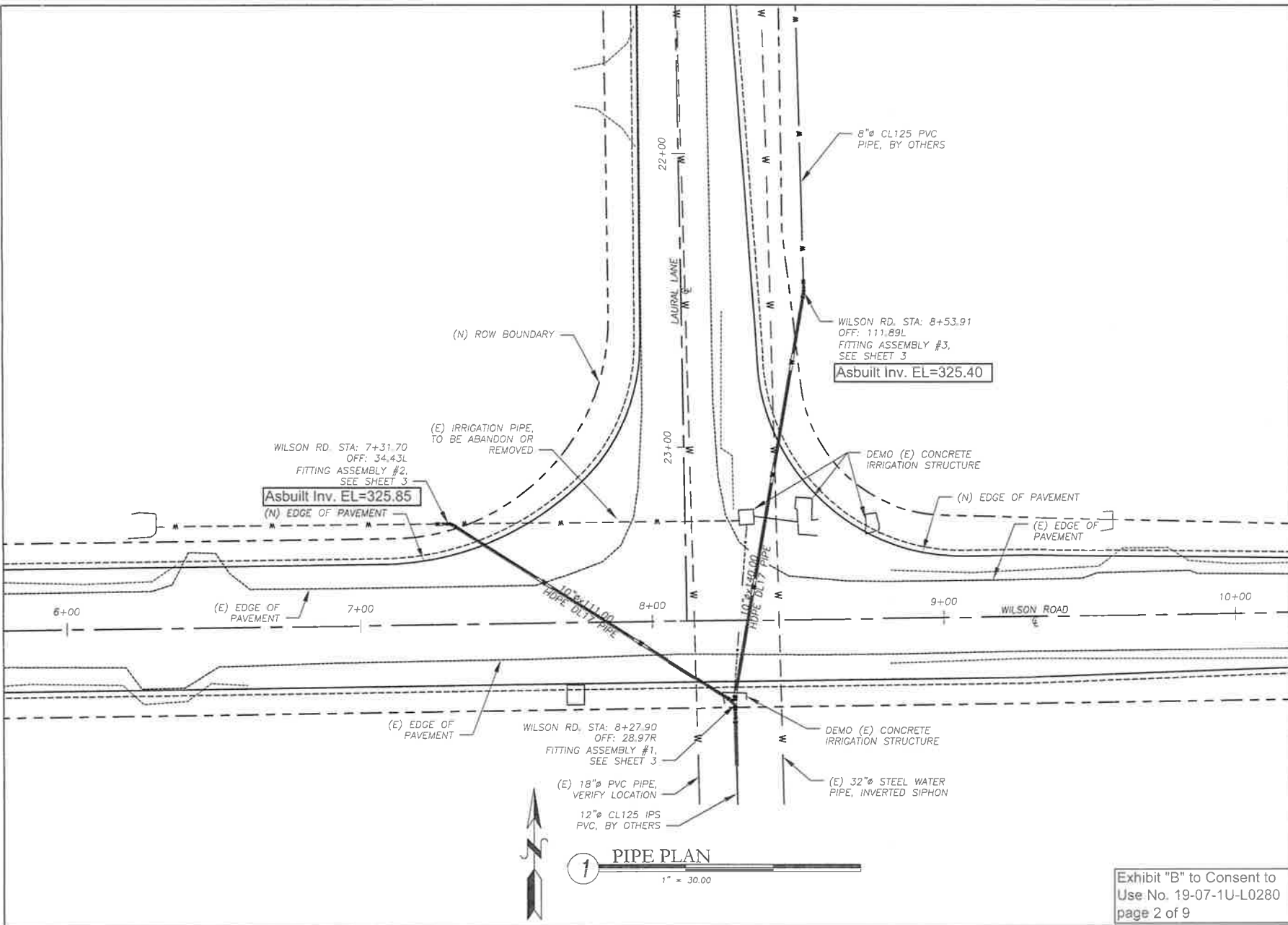
Wilson Road-Laurel Lane  
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 365 W. Hwy 74-Lexington, Oregon 97839

DRAWN BY: W. Arntz  
 DATE: 30 Nov. 2016

ISSUE: DATE:

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IRRIGATION  
 PIPE  
 PLAN



1 PIPE PLAN  
 1" = 30.00'

Exhibit "B" to Consent to  
 Use No. 19-07-1U-L0280  
 page 2 of 9

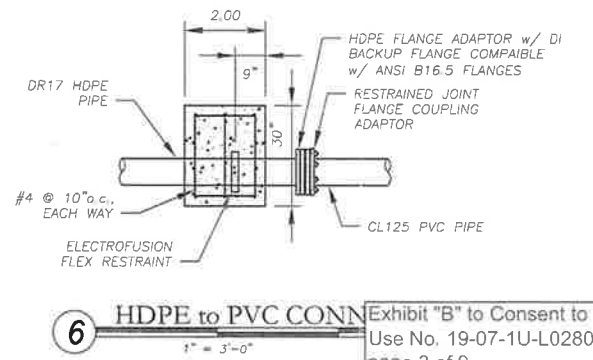
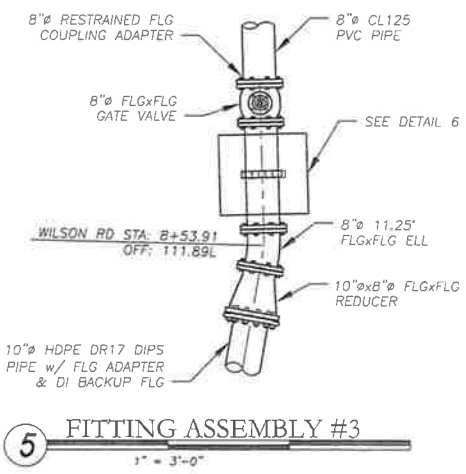
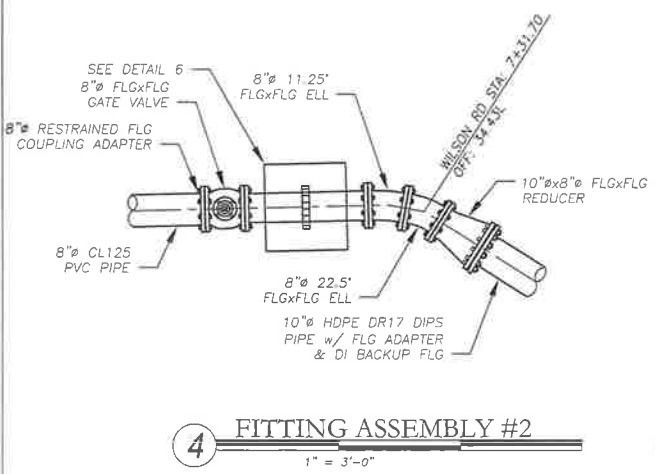
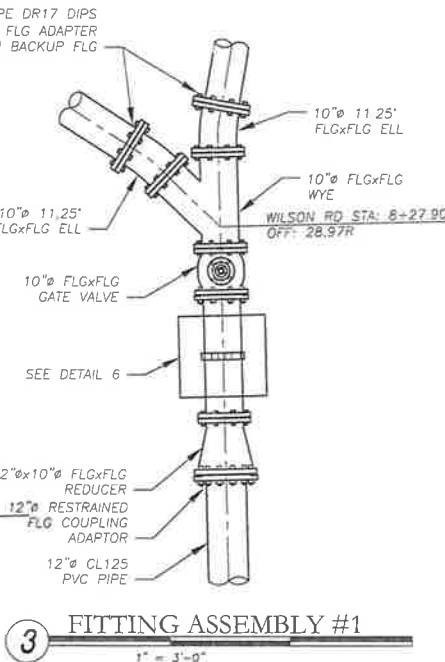
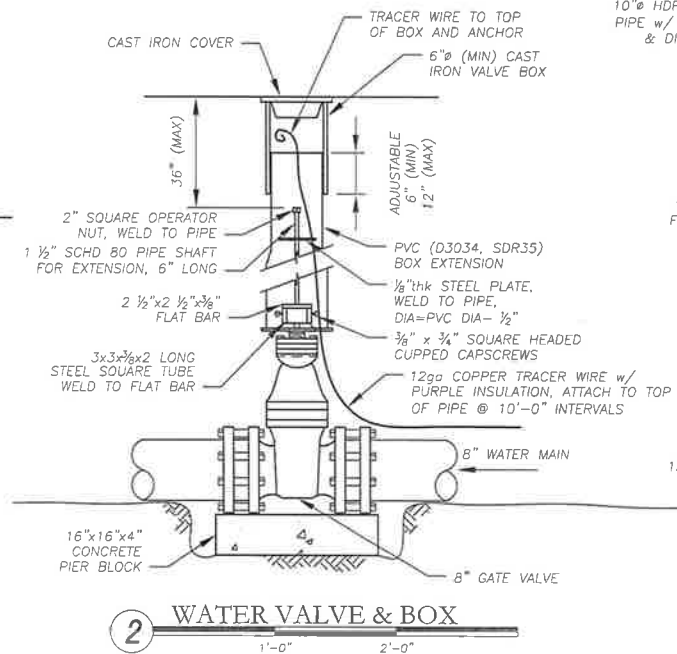
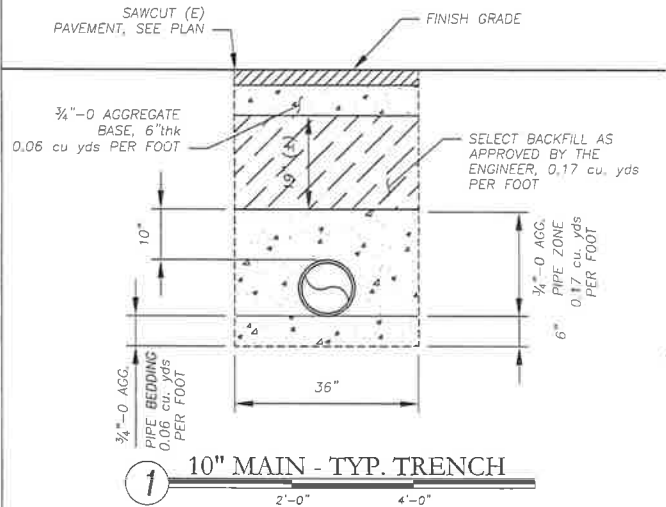
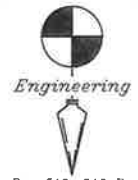


Exhibit "B" to Consent to Use No. 19-07-1U-L0280 page 3 of 9



RENEWAL DATE: 01/01/2018

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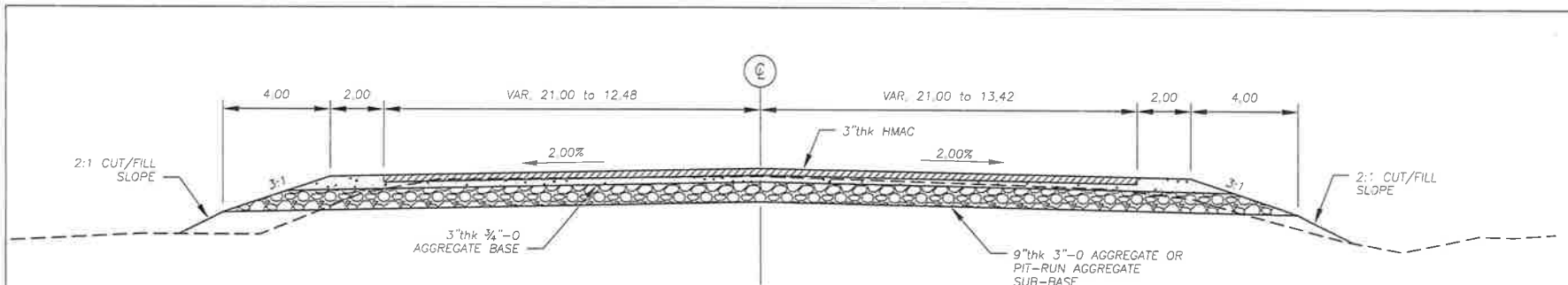
Wilson Road-Laurel Lane  
Intersection Reconstruction Project

Morrow County Public Works Department  
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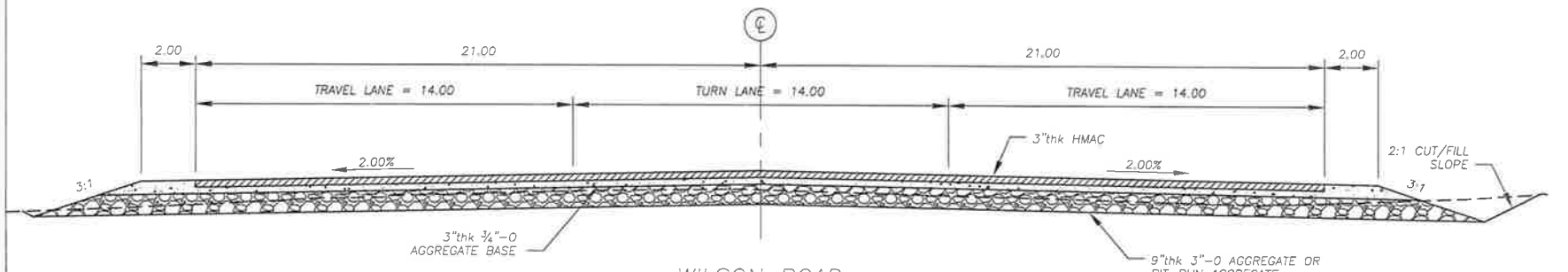
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DATE: 30 Nov. 2016  
ISSUE: DATE:

ASBUILT 7/25/2017

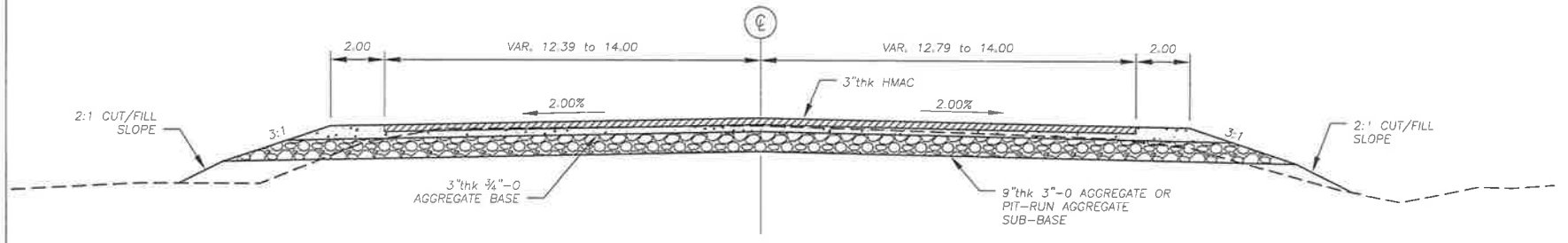
TRENCH & PIPE DETAILS  
3



WILSON ROAD  
STA: 9+28.68 to EOP



WILSON ROAD  
STA: 4+15 to STA: 9+28.68



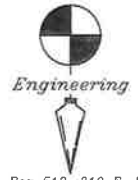
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Exhibit "B" to Consent to  
 Use No. 19-07-1U-L0280  
 page 4 of 9



RENEWAL DATE: 01/01/2018

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**Wilson Road-Laurel Lane  
 Intersection Reconstruction Project**  
 Morrow County Public Works Department  
 365 W. Hwy 74-Lexington, Oregon 97839

DRAWN BY: W. Arntz  
 DATE: 30 Nov. 2016  
 ISSUE: DATE:

ASBUILT 7/25/2017

**WILSON  
 ROAD  
 TYPICAL  
 SECTIONS**  
**4**



RENEWAL DATE: 01/01/2018

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 Fax (541) 932-4430  
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Wilson Road-Laurel Lane  
 Intersection Reconstruction Project  
 Morrow County Public Works Department  
 365 W. Hwy 74-Lexington, Oregon 97839

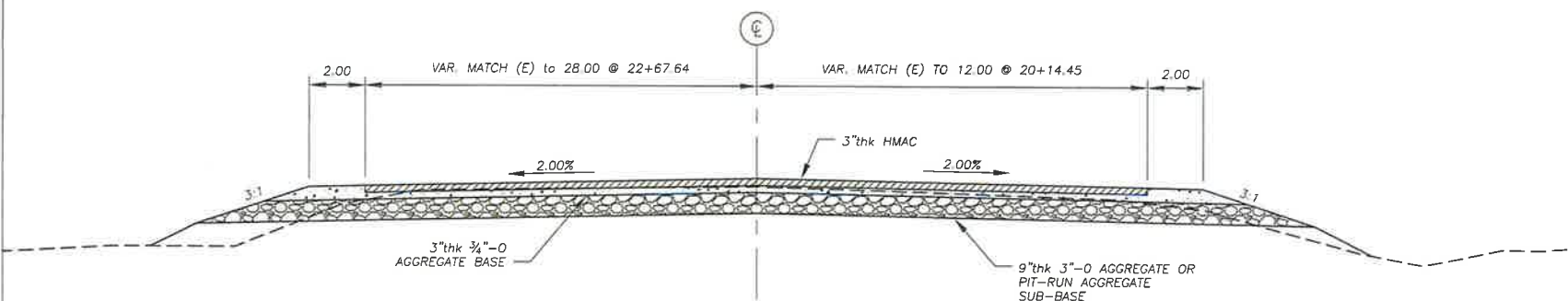
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 DATE: 130 Nov. 2016

ISSUE DATE

ASBUILT 7/25/2017

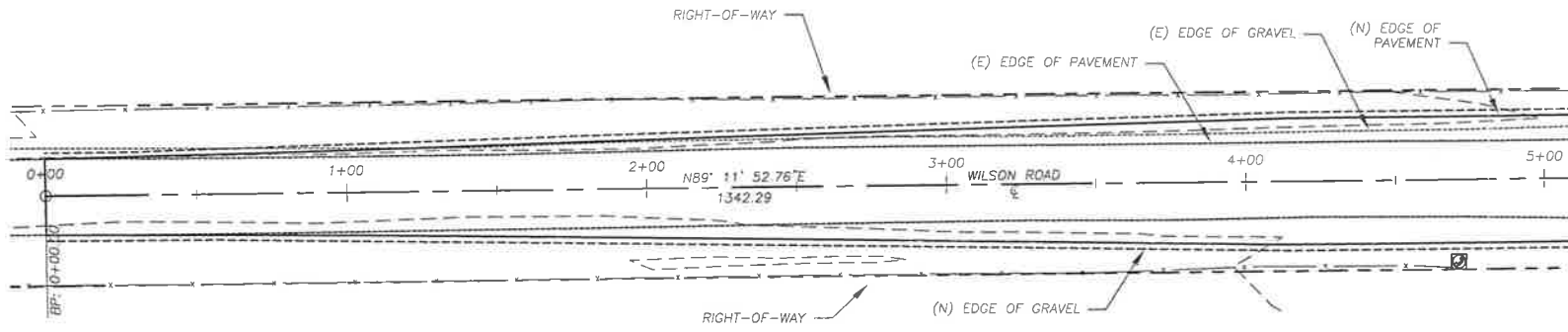
LAUREL  
 LANE  
 TYPICAL  
 SECTION

5

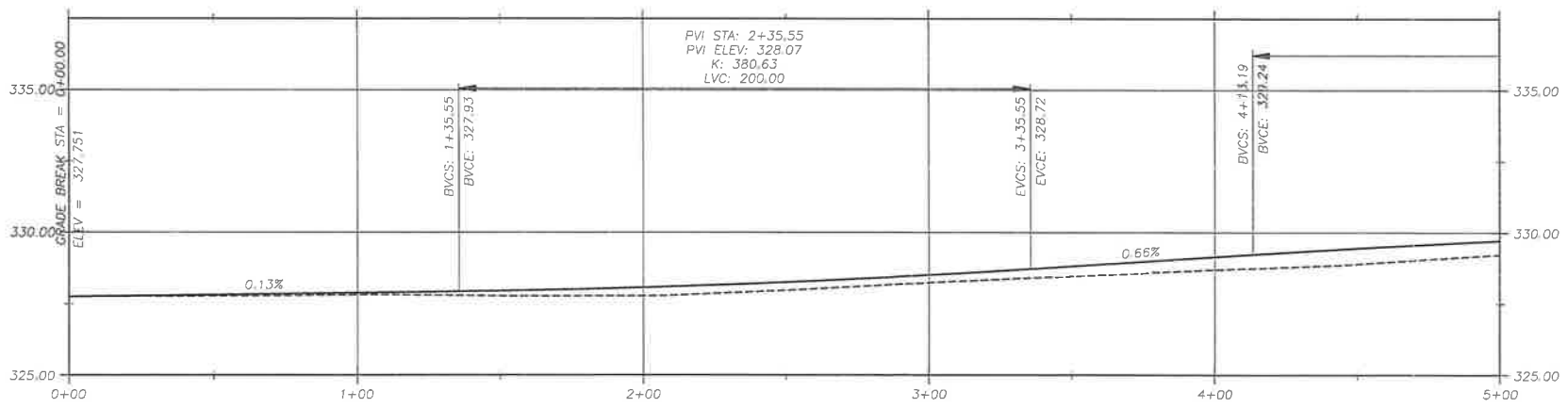


LAUREL LANE  
 STA: 20+00 to STA: 22+67.64

Exhibit "B" to Consent to  
 Use No. 19-07-1U-L0280  
 page 5 of 9



**1** WILSON RD - PLAN  
1" = 40.00



**2** WILSON RD - PROFILE  
1" = 40.00

Exhibit "B" to Consent to  
Use No. 19-07-1U-L0280  
page 6 of 9



RENEWAL DATE: 01/01/2018

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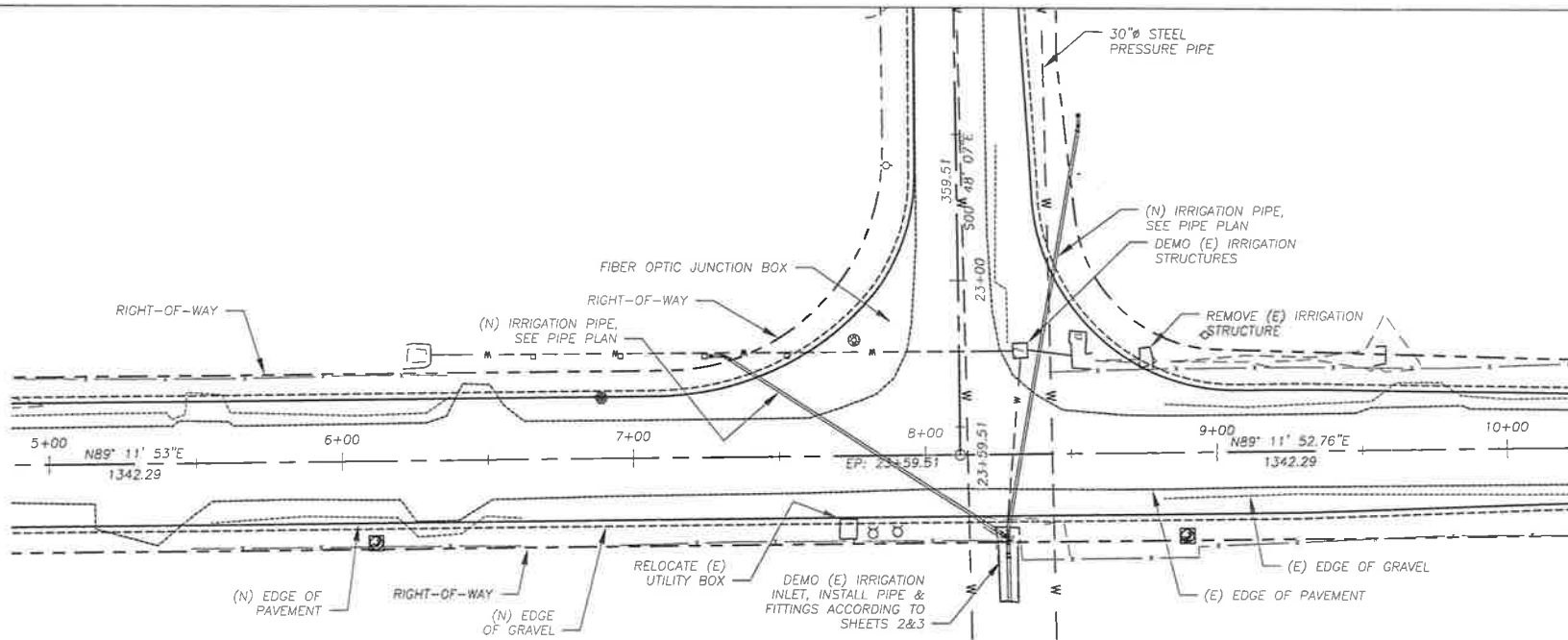
P.O. Box 519, 210 E. Main  
MT. Vernon, OR 97865  
Phone (541)932-4520  
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Wilson Road-Laurel Lane  
Intersection Reconstruction Project  
Morrow County Public Works Department  
365 W. Hwy 74-Lexington, Oregon 97839

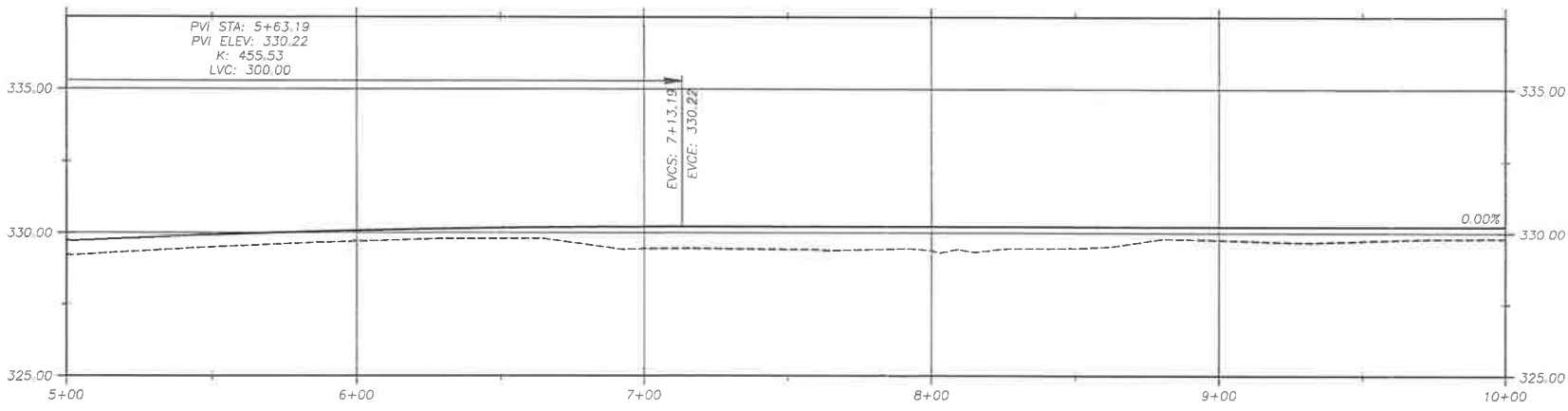
DRAWN BY: W. Arntz  
DATE: 30 Nov 2016  
ISSUE: DATE:

ASBUILT 7/25/2017

WILSON RD  
PLAN & PROFILE  
STA: 0+00 to  
STA: 5+00



**1 WILSON RD - PLAN**  
1" = 40.00



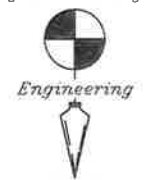
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Exhibit "B" to Consent to  
Use No. 19-07-1U-L0280  
page 7 of 9



RENEWAL DATE: 01/01/2018

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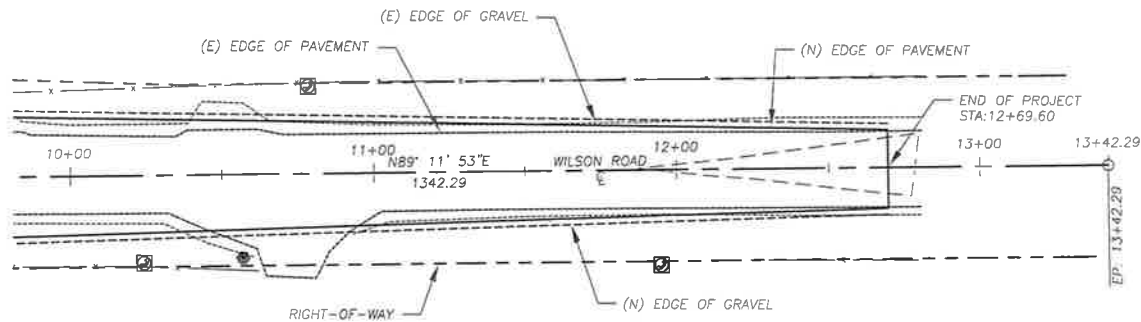
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**Wilson Road-Laurel Lane  
Intersection Reconstruction Project**  
  
**Morrow County Public Works Department  
365 W. Hwy 74-Lexington, Oregon 97839**

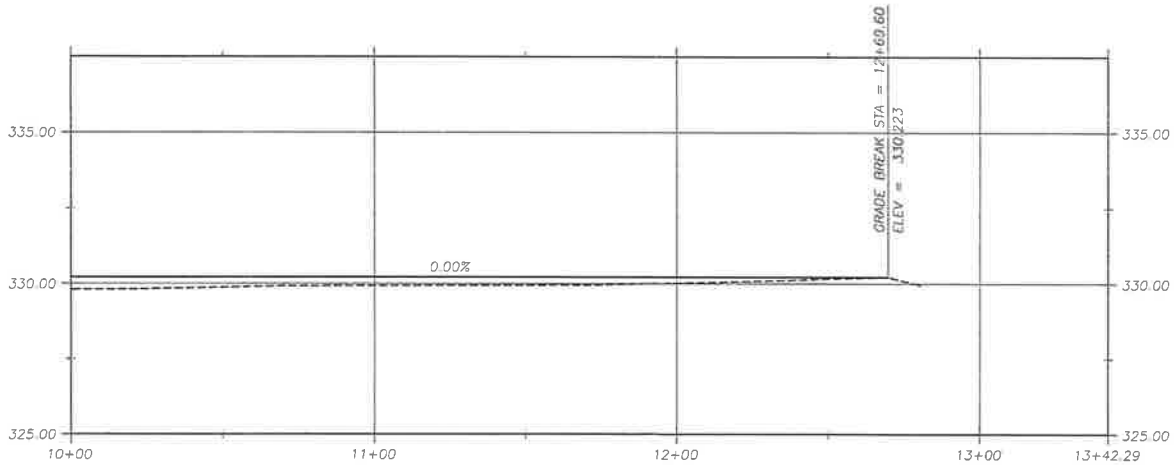
DRAWN BY: W. Arntz  
DATE: 30 Nov. 2016  
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ASBUILT 7/25/2017

**WILSON RD  
PLAN & PROFILE**  
STA: 5+00 to  
STA: 10+00



1 WILSON RD - PLAN  
1" = 40.00



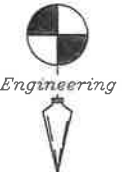
2 WILSON RD - PROFILE  
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Exhibit "B" to Consent to  
Use No. 19-07-1U-L0280  
page 8 of 9



RENEWAL DATE: 01/01/2018

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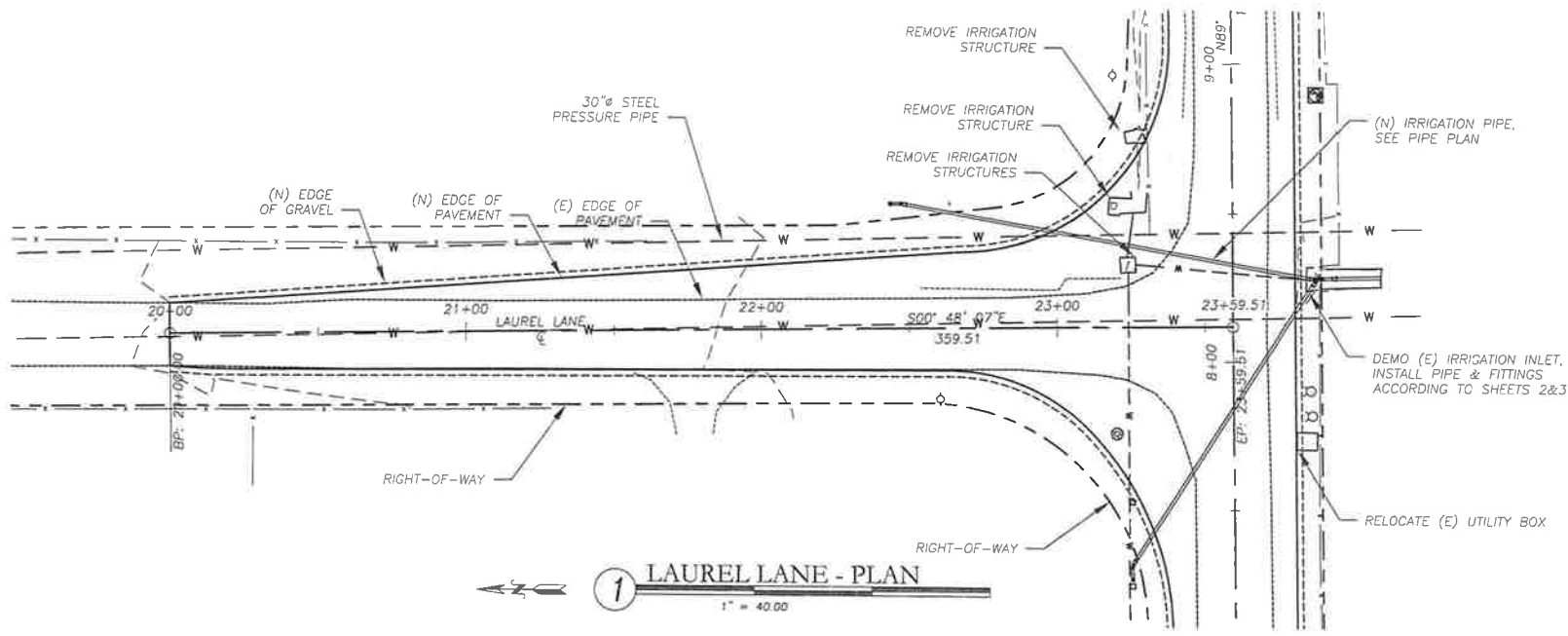
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Wilson Road-Laurel Lane  
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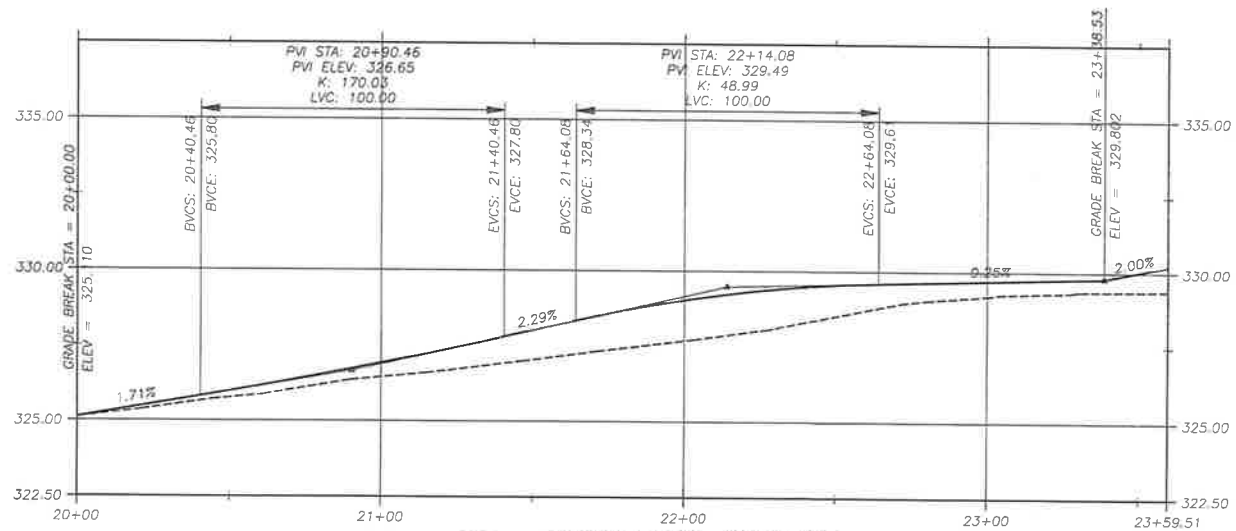
DRAWN BY: W. Arntz  
DATE: 30 Nov. 2016  
ISSUE: DATE:

ASBUILT 7/25/2017

WILSON RD  
PLAN & PROFILE  
STA: 10+00 to  
EOP



**1 LAUREL LANE - PLAN**  
1" = 40.00



**2 LAUREL LANE - PROFILE**  
1" = 40.00

Exhibit "B" to Consent to Use No. 19-07-1U-L0280 page 9 of 9



RENEWAL DATE: 01/01/2018

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365 W. Hwy 74-Lexington, Oregon 97839

DRAWN BY: W. Arntz  
DATE: 30 Nov. 2018

ISSUE: DATE:

ASBUILT 7/25/2017  
LAUREL LANE  
PLAN &  
PROFILE





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

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

The Travel TEAM consisted of myself, Gayle Gutierrez, John Bowles, Justin Nelson, Karmen Carlson, Matt Scrivner, Commissioner Lindsay, Mike Gorman, Sheree Smith, along with input from Kate Knop and Sheriff Matlack.

The TEAM first met on October 9th, 2018 and had, for the most part, monthly meeting through March 7, 2019. We reviewed several Travel policies from other counties, agencies and other organizations. The attached draft Travel policy is the result of open discussion, analysis, research and consensus by the Travel TEAM.

The major changes made were;

- 1) we added more specific information and clarification about Out of State Travel
- 2) We added more specific information and clarification about Meals, in and out of the Morrow County, such as using the link to GSA rates for meal reimbursement or payments on visa accounts

Overall, we believe these updates will provide better communication and guidelines for our employees when they are traveling on behalf of Morrow County.

**2. FISCAL IMPACT:**

do not anticipate any material changes

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

Motion to approve the updates to Morrow County's Travel Policy

Attach additional background documentation as needed.

## SECTION 3.5 TRAVEL

The purpose of this policy is to provide guidelines for the reimbursement of necessary, out-of-pocket expenses incurred in the course of an employee's job performance. Morrow County hereby adopts an "accountable plan" whereby: 1) all expenses must have a business connection, 2) expenses must be substantiated, and 3) unspent amounts must be returned. It is the intent of this policy that travelers will select the lodging, meals and method of transportation most economical to the county.

**A. Transportation & Mileage** - Travel must be over the most direct and usually traveled route. If an employee travels by an indirect route for personal convenience, or interrupts travel by a direct route, the employee will bear the extra expense. Travel between home and the work place is not reimbursable for employees. Mileage would normally be claimed from an employee's work place. Travel may be requested from an employee's home, rather than from the work place if it is economically beneficial to Morrow County.

If two or more people ride together, only one may be reimbursed for travel mileage.

Travel of employees on official business shall, whenever possible and practical, be by County-owned vehicle. Travel is reimbursed for private auto use on work related matters at ~~24 cents~~50% of the ~~per~~IRS per mile rate. Reimbursement is available for employees (elected and non-elected), and members of various boards and commissions, if travel has been approved and budgeted for by that board or commission. Employees who have a county vehicle available to them, and choose to use their private auto for personal convenience will be reimbursed at 50% of the IRS per mile rate. Employees must furnish a record of where, when and why they traveled on business in order to receive the mileage allowance. The employee, or board or commission member will be responsible for ensuring that sufficient accident and injury insurance coverage exists on their private auto to cover the employees' liability for accident or injury.

**Commented [DG1]:** Updated per meeting to clarify mileage rate reimbursement

### **Out-of-State Travel**

Due to the expense, out-of-state travel (defined as traveling beyond Oregon, Washington and Idaho) should be rare and should be undertaken only when there is no viable in-state alternative. All out-of-state travel requires advance notice either during the Budget process or to the Board of Commissioners 30 days in advance of the travel date, or as soon as you have been notified of expected travel plans. Emergency out-of-state travel by Sheriff's Office or District Attorney's Office personnel for official law enforcement or prosecutorial business, including but not limited to prisoner extradition or witness interviews may be approved by the Sheriff or District Attorney with notice to the county administrator and no further approval required.

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Requests for out-of-state travel will be considered on a case-by-case basis. In general, out-of-state travel shall be approved under the following circumstances:

- It is for training that is directly related to an employee's essential job functions and no comparable training is available in-state or is not provided in-state in a timely manner;
- It is for continuing education or accreditation required for a professional license or certification an employee must maintain and no comparable programs are available

in-state or are not provided in-state in a timely manner;

- It is for an annual conference of a professional association that provides unique training or educational opportunities for an employee who is a member of the association;
- It is for the furtherance of County interests before other government agencies with legislative or financial control over matters **expected to impact Morrow County.**

**Commented [DG3]:** Changed as there is not always a guarantee the content of the meeting will impact Morrow County

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Use of private or rental airplanes, must be authorized by a member of the Board of Commissioners.

Use of other modes of public transportation (commercial airplanes, taxis, buses, rental cars, railways, shuttles, etc.) is reimbursed at actual cost. Employees will select the class of transportation most economical to the county. Receipts must be provided to receive reimbursement.

Any and all Employee-employee travel must be authorized by their ~~d~~Department head, Director or Elected Official. Travel reimbursements paid from outside of Morrow County may be approved with notice to county administrator.

Drivers of County-owned vehicles shall obey all traffic and speed laws. No alcoholic beverages shall ever be carried in a County-owned vehicle except as required for evidence by law enforcement officials.

County-owned vehicles shall not be used for private purposes.

**B. Commissioner Vehicle Policy** - A County-owned vehicle may be assigned to each member of the Board of Commissioners. County-owned vehicles that are assigned to individual Commissioners under this Section shall be used for County business purposes only and may be parked overnight at a County-owned facility or at the residence of the assigned Commissioner. If a County-owned vehicle is parked at the residence of a Commissioner, the Commissioner shall sign a written statement acknowledging that the vehicle will be used solely for business purposes. The Commissioner shall keep a record of each vehicle trip that details the date, purpose of the trip, and miles traveled in order to document that the vehicle was used solely for County business purposes.

**C. Meals** - Receipts for meals are required, and must be attached to the claim form for reimbursement or payment. Receipts shall show detail of services purchased or written explanation by employee. I

Gratuities will not be allowed in excess of 15%.

If two or more employees are attending a function outside of Morrow County, one employee can pay for another employee's meal and turn in both for reimbursement or payment. The cost for each meal should be clearly broken out.

When traveling outside of Morrow County, Meal Expenses will be allowed for travel that is both out-of-county and overnight, and for meals not provided by the conference, training, meeting or hotel. Request for payment or reimbursement and the associated agenda shall be incorporated in the Travel Expense Reimbursement Claim Form. Employees shall follow the U.S. General Services Administration (GSA) guidelines for breakfast, lunch and dinner only. GSA rates include gratuity. Claims in excess of GSA rates will be at the employee's expense. [Link to GSA rates: https://www.gsa.gov/](https://www.gsa.gov/).

When the travel period is less than 24 hours, the following guidelines shall be used for payment or reimbursement.

- 1) Breakfast - if departing prior to 7:00 a.m., or returning after 8:00 a.m.
- 2) Lunch - if departing prior to 12:00 noon, or returning after 1:00 p.m.
- 3) Dinner - if departing prior to 6:00 p.m., or returning after 7:00 p.m.

When travel is overnight, the County will reimburse or pay up to the total daily meal rate maximum allowed by GSA, unless a meal is sponsored by the conference, training meeting for that day.

**1. When traveling in County:** Meal expenses will be reimbursed by the County only as provided in this section.

1. Directly Related. The meal is combined with the conduct of County business; County business is actually conducted during the meal period; and there is more than a general expectation that some County benefit will be derived from the combined business and meal meeting; or
2. Trade/Professional Meeting. The meal is directly related to and necessary for attending a meeting, conference or convention of a chamber of commerce, business league or a trade/professional association.

Reimbursement or payment requests must be submitted within 30 days of expenditure, and include original detailed receipts, documentation of the business purposes of the meal, and a list of those attending the meal. GSA meal guidelines shall be followed.

An employee's meals while traveling within the County during a normal work schedule shall not be compensated for by the County unless the employees' attendance is required at a meeting where the meal is a part of the scheduled activity.

Alcoholic beverages are not allowable expenses.

**D. Lodging** - Lodging costs are allowed when county business requires an overnight stay. Receipts for lodging are required, and must be attached to the claim for reimbursement.

**E. Travel Time** - Employees required to travel away from the home community in the performance of their duties will be compensated for travel time as work time, whether driving or

**Commented [DG4]:** We said the agenda should be part of the reimbursement or payment, yet it was not called out in the policy, so I added it to this section.

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**Commented [DG5]:** Added for clarification

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a passenger. The expense and demands on the employee of travel time may be mitigated by flexing a normal work schedule to accommodate travel time.

**F. Miscellaneous** - Receipts are required for miscellaneous items such as bridge tolls, parking fees, phone calls (for county business), fax charges, etc. Reimbursement is not allowed for entertainment or incidental expenses.

**G. Elected Officials** - Whenever a person is duly elected to fill the position of a County elected official, but has not yet taken office, their expenses while traveling on authorized County business may be paid or reimbursed by the County in accordance with these policies. Any exceptions to the travel policy must be approved by the ~~County Court~~  
Board of Commissioners

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

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

I would like to bring some management trainings to the leadership (Department Directors and Elected Officials) of Morrow County. These trainings could provide new information, a refresher or an AHA moment of what we know but may not be doing or forgot about. The trainings would be a breadth of topics from time management to office culture, from how to manage your Outlook programs to motivating employee and peers. I believe these trainings will be motivational, provide opportunities for growth and development, help us do our jobs more efficiently and effectively, thus providing a better service to our external and internal customers.

The potential advantages of having an in-house training program for Morrow County leadership are; Customized trainings, Discussion around local and current examples, TEAM building, Travel Cost savings, Training cost savings, Accountability to each other, Sharing successes and opportunities,...

I am currently working with Velda Arnaud, who works for Blue Mountain Community College as their Business and Leadership Instructor and is Department Chair, to create a long term curriculum.

**2. FISCAL IMPACT:**

not determined at this time.

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

If we have fiscal impact-Motion to approve a management training program for Morrow County leadership.

No fiscal impact information, bring back when this has been determined.

Attach additional background documentation as needed.





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

(For BOC Use)
Item #
9f

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

Staff Contact: Darrell Green
Department:
Short Title of Agenda Item:

Phone Number (Ext):
Requested Agenda Date: 04/03/2019

Video Recording Board of Commissioner meetings

This Item Involves: (Check all that apply for this meeting.)
Order or Resolution
Ordinance/Public Hearing:
1st Reading 2nd Reading
Public Comment Anticipated:
Estimated Time:
Document Recording Required
Contract/Agreement
Appointments
Update on Project/Committee
Consent Agenda Eligible
Discussion & Action
Estimated Time: 15 minutes
Purchase Pre-Authorization
Other Discussion only

N/A
Purchase Pre-Authorizations, Contracts & Agreements
Contractor/Entity:
Contractor/Entity Address:
Effective Dates - From: Through:
Total Contract Amount: Budget Line:
Does the contract amount exceed \$5,000? Yes No

Reviewed By:

Table with 3 columns: Reviewer Name, Position, and Requirement. Includes entries for Darrell J Green (Admin. Officer/BOC Office), County Counsel, Finance Office, and Human Resources.

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

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

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

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

Over the past few months, we have discussed the idea of videoing our Board of Commissioner meetings. I would like to start preliminary discussion about how or if we would like to video our meetings. Below is the information that I have about videoing Board of Commissioner meetings. Clatsop County was tasked with recording the meeting contents for the purpose of distributing to a public access television channel with Charter. Their equipment cost were around \$50,000.00. They did say that YouTube offers the ability to index the video so that you can click on a subject matter without watching or scrolling throughout the video to find what you want

Umatilla County videos their meetings through their security cameras. They recommended we visit them for a hands on demonstration.

Both counties download to YouTube and edit for dates and removing executive sessions. Clatsop indexes their meetings, see attached agenda from meeting and from video.

I could research Zoom. I know we can store the videos in the Cloud, but I need to see how long they can be stored, if they can be edited and downloaded to our website.

We may need to continue to take minutes as it is possible YouTube could shut down our site. I am still researching options such as our ability to keep our videos private on YouTube, yet they would be public on our website.

Our equipment would need to be portable, so Jordan Standley, our IT specialist, has recommended we use an iPad, a tripod, and a high quality Bluetooth speaker. See attached email.

**2. FISCAL IMPACT:**

Equipment is estimated at \$1800.00-\$1900.00

FTE to edit, index and download-?

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

Recommend continue to research information about videoing Board of Commissioner meetings.

Do not continue to research information at this time.

Attach additional background documentation as needed.

# Clatsop County Oregon



BCC3 27 19reg



Watch later

Share



## March 27, 2019 Regular Meeting

- Call to Order
- Proclamation - County Volunteer Week
- Business from the Public
- Consent Calendar
- Reports
- Business Agenda - Tourism Promotion Committee
- Business Agenda - Foreclosed property sale
- Business Agenda - HSAC funding recommendations
- Business Agenda - Citizen advisory committees appointments
- Business Agenda - County Manager recruitment

Published March 28, 2019

PDF



# CLATSOP COUNTY BOARD OF COMMISSIONERS

*"Neighbor to neighbor, serving Clatsop County with integrity, honesty and respect"*

Sarah Nebeker, Dist. 2 – Chairperson  
Kathleen Sullivan, Dist. 4 – Vice-Chairperson  
Mark Kujala, Dist. 1  
Pamela Wev, Dist. 3  
Lianne Thompson, Dist. 5  
[commissioners@co.clatsop.or.us](mailto:commissioners@co.clatsop.or.us)

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Astoria, OR 97103  
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Fax (503) 325-8325

[www.co.clatsop.or.us](http://www.co.clatsop.or.us)

## Work Session/Regular Meeting

**Wednesday, March 27, 2019**

**Judge Guy Boyington Building, 857 Commercial, Astoria**

### **Work Session: 4:00pm**

*Work Sessions are an opportunity for Board members to discuss issues informally with staff and invited guests. The Board encourages members of the public to attend Work Sessions and listen to the discussion, but there is generally no opportunity for public comment. Members of the public wishing to address the Board are welcome to do so during the Board's regularly scheduled meetings held twice monthly.*

#### Topics:

- a. Parliamentarian Procedures Training

### **Regular Meeting: 6:00pm**

*The Board of Commissioners, as the Governing Body of Clatsop County, all County Service Districts for which this body so acts, and as the Clatsop County Local Contract Review Board, is now meeting in Regular Session.*

1. FLAG SALUTE
2. ROLL CALL
3. AGENDA APPROVAL
4. PROCLAMATION
  - a. Clatsop County Volunteer Week .....{Page 1}
5. **BUSINESS FROM THE PUBLIC** - *This is an opportunity for anyone to give a 3 minute presentation about any item on the agenda (except public hearings) OR any topic of county concern that is not on the agenda. People wishing to speak during Business From The Public must fill out and sign a Public Comment Sign-in Card.*
6. **CONSENT CALENDAR**
  - a. Board of Commissioners Regular Meeting Minutes 2-13-19 .....{Page 5}
  - b. Board of Commissioners Work Session Minutes 2-27-19 .....{Page 15}
  - c. IGA with Oregon Health Authority - Amendment #14 .....{Page 18}
  - d. Tourism Promotion Committee Appointments .....{Page 45}
7. **COMMISSIONERS' LIAISON REPORTS**
8. **COUNTY MANAGER'S REPORT**

**9. BUSINESS AGENDA**

- a. Item from Consent Calendar (if any)
- b. Sale of foreclosed property to former owner of record .....{Page 53}
- c. Human Services Advisory Council recommendations to outside agencies .....{Page 79}
- d. Appointment of Citizen Advisory Committee Members & approval of Bylaws .....{Page 99}
- e. County Manager Firm Selection .....{Page 203}
- f. Columbia Memorial Hospital Real Property Purchase - Extension.....{Page 305}

**10. DISCUSSION**

- a. Legislative Bills

**11. ADJOURNMENT**

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Complete copies of the current Board of Commissioners meeting agenda packets can be viewed at:  
*Astoria Public Library - Seaside Public Library - Board of Commissioners Office*

Agenda packets also available online at [www.co.clatsop.or.us](http://www.co.clatsop.or.us)

This meeting is accessible to persons with disabilities. Please call 325-1000 if you require special accommodations to participate in this meeting.

## Darrell Green

---

**From:** Jordan Standley <Jordan.Standley@imesd.k12.or.us>  
**Sent:** Thursday, December 13, 2018 10:29 AM  
**To:** Darrell Green  
**Subject:** BOC meetings online

Hi Darrell,

I've done some research and it looks like the easiest way to go about this is to upload the meetings to YouTube, that is also how Umatilla County is doing it.

This will require a County employee to create and manage a YouTube page but that is pretty simple. On the County's main site, you'll just create a link that sends people to the YouTube page. Here is Umatilla County's for an example: [https://www.youtube.com/channel/UC1SzX8C4X8dK00-o\\_zHQarQ](https://www.youtube.com/channel/UC1SzX8C4X8dK00-o_zHQarQ)

Here is a video of how the upload process works: <https://www.youtube.com/watch?v=TJmvXujqHNE>

As far as what is needed to create these, the easiest would be an iPad with the YouTube App installed. This would allow you to record Live or save to the iPad and then upload to YouTube directly from the iPad. I would get an iPad with a decent sized hard drive since it will be storing video, probably 512GB (around \$1200 for iPad 11" Pro).

You'll want a good, conference room Bluetooth speaker to pick up sound so I would recommend the Jabra Speak 810 (around \$450) <https://www.jabra.com/business/speakerphones/jabra-speak-series/jabra-speak-810>

And then a Tripod with an iPad mount like these (under \$100) <http://a.co/d/hrtPKJr> <http://a.co/d/fhdb0Ej>

This would be a portable setup but would produce decent quality video/audio recordings.

I'm not sure if you need to address archiving, I think so long as meeting minutes are still taken then the video wouldn't have to be retained for a specified amount of time. Once you upload to YouTube you are at their mercy as they "could" remove your account at any time so that should be taken into consideration.

If you want me to get actual quotes for this equipment please let me know.

Jordan



**Jordan Standley** | Server Specialist  
Jordan.Standley@imesd.k12.or.us  
**InterMountain ESD** | www.imesd.k12.or.us  
541.966.3226 **voice** | 541.969.2952 **cell** | 541.966.3231 **fax**

*Scaling New Heights of Excellence*

## Darrell Green

---

**From:** Monica Steele <MSteele@co.clatsop.or.us>  
**Sent:** Friday, March 29, 2019 6:54 PM  
**To:** Darrell Green  
**Subject:** Re: Board of Commissioner Video system

We do still take minutes. We have to provide them to the Board to approve in the agenda packets. It would be nice if we didn't have to because you are right it would free up a lot of time.  
Please let me know if there is anything else,  
Monica Steele

Sent from my iPhone

On Mar 29, 2019, at 4:26 PM, Darrell Green <[dgreen@co.morrow.or.us](mailto:dgreen@co.morrow.or.us)> wrote:

Hello Monica,

I was wondering if you also take minutes in addition to videoing your Board of Commissioner meetings. I was thinking if we didn't have to take minutes that would free up some time for our Executive Assistant. I didn't find anything in ORS's, but I may have missed it. Yet my concern about not taking minutes is that YouTube could shut down our site.  
I appreciate your feedback as we wander down this path.

Happy Friday!

Darrell

**From:** Monica Steele <[MSteele@co.clatsop.or.us](mailto:MSteele@co.clatsop.or.us)>  
**Sent:** Tuesday, March 19, 2019 11:37 AM  
**To:** Darrell Green <[dgreen@co.morrow.or.us](mailto:dgreen@co.morrow.or.us)>  
**Cc:** Jim Gardner <[jgardner@co.clatsop.or.us](mailto:jgardner@co.clatsop.or.us)>  
**Subject:** RE: Board of Commissioner Video system

Hi Darrell,

I have CC'd our IT Manager Jim Gardner on this response as he would best be able to provide you with that information.

Please let me know if there is anything else I can help you with.

Thanks,

**Monica Steele**  
**Interim County Manager / Budget & Finance Director**  
**Clatsop County**  
**503-325-8565 x1106**  
**Cell: 503-440-8632**  
<http://budget.co.clatsop.or.us/#!/year/default>  
<http://www.co.clatsop.or.us/finance>  
<https://www.co.clatsop.or.us/finance/page/budget-brief-1>



## Administration

P.O. Box 788 • Heppner OR 97836  
(541) 676-2529 Fax (541) 676-5619

Darrell Green  
County Administrator  
dgreen@co.morrow.or.us

**TO:** Board of Commissioners

**FROM:** Darrell Green, County Administrator

**DATE:** April 3, 2019

**RE:** Administrator Monthly Report for March 2019

Below are the highlights for the month of March:

1. North County Government Building update:
  - a) We finalized the Owner's Rep RFP and will advertise in April.
  - b) We finalized our contract/agreement with Robynne Parkinson, our Consultant to assist our efforts with the Progressive Design-Build method of construction.
2. Bartholomew Lower Level remodel- We finalized our Bid Proposal for remodeling the downstairs conference room and breakroom to accommodate our Human Resources Department. This will be advertised in April.
3. Meetings
  - a) Travel TEAM- The TEAM completed a final draft to present to the Board of Commissioners on April 3<sup>rd</sup>.
  - b) Fleet TEAM- due to other priorities, we did not meet in March. We are currently working on a matrix to guide us when we should rotate vehicles out of the fleet. We are also working on analysis to determine usage and costs of our fleet.
  - c) Fair and Rodeo meeting on March 4<sup>th</sup>- The communication and collaboration is improving.
  - d) On March 6<sup>th</sup>, Carla and I met with Brandon Houck to start a conversation about how we will partner with the Forest Service in regards to the Ellis Project.
  - e) Directors Meeting on March 12<sup>th</sup>- Undersheriff Bowles and Criminal Sergeant Snyder presented on Active Shooter/Active Threat that was impactful and informative. A few departments have since invited them to present on the topic with their employees. I am working on a date to have a table top exercise for the Board of Commissioner meetings.
  - f) Retirement meetings- Commissioner Russell set up a meeting with OHSU's Executive Vice President and CFO Lawrence Furnstahl on March 27<sup>th</sup>. Mr. Furnstahl gave us the history of what they did to move from a defined benefit plan to a defined contribution plan. He will be forwarding documents associated with the conversion along with the contact information of their VP of Human Resources to set up another meeting. The VP of HR was the point person during the conversion.



- i) On March 29<sup>th</sup>, Kate and I had a phone conference with Brent Langland to review the analysis on how establishing a defined contribution plan would impact our unfunded liability with our defined benefit plan. He also ran a couple scenarios with changes to our current plan. We set up another meeting for April 4<sup>th</sup> to continue our discussion about our retirement plans.

4. Other projects or activities

- a) Wheatridge Amended SIP – the SIP agreement was completed.
- b) Tablets for myself and the Board of Commissioners so that we can transition to electronic BOC meeting books should be here soon.
- c) I initiated conversation with NextEra to set up a meeting to discuss a Road Agreement in regards to the Wheatridge project.
- d) Leadership TEAM meetings have been scheduled. We have one on April 25<sup>th</sup>, May 9<sup>th</sup> and May 23<sup>rd</sup>.
- e) I am researching the idea of videoing our Board of Commissioner meetings.
- f) I am looking into establishing management trainings for Morrow County leadership.

We have made great strides in the month of March to move many projects forward. I appreciate everyone's time, effort and dedication to make this possible!

Sincerely,

Darrell J Green



## Morrow County Sheriff's Office - Monthly Stats 2019

	January	February	March	April	May	June
<b>Incident</b>						
Alarms	12	10	7			
Animal Complaint	26	26	36			
Agency Assist	23	16	23			
Assaults	2	2	3			
Burglary	6	0	3			
CHL	23	13	16			
Citizen Assist	11	14	12			
Civil Service	54	64	62			
Death Investigation	1	1	1			
Disturbance	15	7	13			
Dog	57	39	61			
Driving Complaints	83	71	80			
Drunk/Impaired Driver	4	5	6			
EMS	21	29	22			
Hit & Run	4	0	1			
Juvenile Complaints	15	12	18			
Motor Vehicle Crashes	19	80	15			
Sucidal	6	3	2			
Suspicious Activity	54	30	33			
Theft	21	13	8			
Trespass	10	3	9			
Traffic Stops - Cite	57	64	145			
Total Traffic Stops	177	188	406			
UUMV-Stolen vehicle	0	5	0			
Welfare Check	7	14	14			
<b>Totals</b>	<b>708</b>	<b>709</b>	<b>996</b>			
Other Misc. Incidents	679	558	435			
<b>Total # of Incidents</b>	<b>1387</b>	<b>1267</b>	<b>1431</b>			
Felony Arrests	29	13	18			
<b>Total # of Arrests</b>	<b>47</b>	<b>31</b>	<b>36</b>			

4/1/19

Morrow County Fair Report:

Premium Book updates from superintendents have been done. Currently working on updating sponsorship ad and logos for the book.

Sponsorship packets have been mailed and or handed out and we currently have had good amount of them come back in. We currently have one gate sponsor and have talked with 2 other entities about gate sponsorships.

I am working on confirming all the entertainment for the week, currently we will have a ventriloquist for the week, bounce houses, and arcades. Wednesday night live band, Thursday night live music, and Thursday and Friday we have a band playing in the afternoon. Linda Skendzel attended our board meeting in January to ask the board about having a veteran's day at the fair which all were more than happy to do! With that came different thoughts and ideas on what we can do, couple of those are: the board, myself, and 4-H will be wearing RED shirts that day in honor of (Remember everyone deployed), greased pig contest will be co-sponsored between fair and Veterans Services, working on bringing in the national guard and will have the extra band on Friday. We would like to maybe find a local group that might be interested in doing small carnival type games for the week. OMSI will be here on Friday afternoon and all-day Saturday.

With the large number of goats and sheep last year and the expected increase in those numbers this year we have decided to move the showing for them to the grass area to the east of the sheep barn.

The fair board changed the date of their monthly meeting from the 2<sup>nd</sup> Tuesday to the 2<sup>nd</sup> Wednesday of the month in order for rodeo to attend our meetings and for myself to attend their meeting as they were on the same day and time.

We are still looking at how and what we can do to help with the lack of parking during fair, we have a few different options that we are looking at and hope that a couple of them will work out. The board plans on "closing" the football field to foot traffic only beginning Wednesday morning of fair until Friday afternoon and then it will be "open" back to vehicle parking for rodeo.

Fair Dates for 2019: August 14-17



## MORROW COUNTY DISTRICT ATTORNEY

---

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

Justin Nelson: District Attorney  
Richard Tovey: Deputy District Attorney  
Cynthia M. Greenup: Office Manager  
Deona Siex: Victim Assistance Director  
Debbie Peck: Support Enforcement

TO: Morrow County Board of Commissioners

FROM: Justin Nelson  
Morrow County District Attorney

DATE: April 3, 2019

- **Staff Update**
  - Employee still out on medical leave. Has been out since beginning of February. Not aware of any set return state or status.
  - Using temporary employee who works Tuesday-Thursday each week.
- **Theft Cases and Return of Property**
  - Worked with Sgt. Todd Siex recently on cases resulting in the return of stolen property.
    - Return of stolen property from a Heppner residence- still missing some items.
    - This weekend he recovered a \$15,000 quilting machine that had been missing since 2016.
  - Most victims do not receive stolen property back.
  - Most receive “restitution” that is never paid, or paid at only \$25.00 a month.
  - Victims do not want “Restitution” – they want their property back, they want their property fixed, they want back all of the time they had to take for the whole criminal case, and they want the sense of safety back in their life.
  - Examples:
    - Tool stolen property case.
    - Stolen mustang case.
  - We don’t have any sentencing methods of saying- give back the property or go to prison for 10 years, or anything like that.
    - Almost all property crimes are probation sentences. What way can you make a defendant get the property back when they know they are just looking at probation sentences?
  - Drug Use:
    - In these recent cases, it was interesting to see arrests for possession of meth for many of these defendants.
    - Continues with my argument that “Drug crimes” should never be considered “victimless crimes”- for meth, you have to find a way to continue to feed your habit, and this always seems to lead to property theft.
    - So while the legislature keeps on trying to treat meth possession, meth use, even drug dealing as “addiction uses”, behind all of those “health issues” are true crimes- like theft.

- **Cases involving non-Morrow County parties**
  - So far this year we have had a few cases involving parties that have no connection to Morrow County. They are arrested on the highway or truck stop while passing through.
  - Robert Charles Jamison
    - Stolen Jet-Skis out of Wasco and Hood River Counties. Recovered 2 in Morrow County while parked at Love's Truck Stop.
    - Good detective work by one of the victims in that case led to finding additional jet skis in Idaho.
  - Michael Scott Mount
    - Deputy came in while defendant had been trying to use a fake credit card.
    - Cashier at the truck stop had seen something like this before- basically creating cards that do not work.
    - Deputy investigated and found items in the car that also could be used to create cards, along with other cards.
    - Also led to charge at the jail for substantial quantity of drugs
      - Based on jail phone calls I listened to, and then notifying the BENT task force Morrow County detective.
- **Court Appointed Counsel Cases**
  - One of the defendants in a Boardman robbery case. Case had been set over for a settlement conference, but now the court has replaced his attorney based upon the request of the defendant.
  - Not a lot of info was given as to "Why" the he should be given a new attorney- except that he was not able to "communicate" with his old attorney.
  - So now the case will drag on.
  - Hard part is that these are court appointed cases, so there usually has to be a good reason why a person needs a new attorney since that is a additional cost to the tax payers in Oregon.
- **Grand Jury Recording**
  - 2017 Oregon Senate Bill 505
  - Required Morrow County to implement Grand Jury Recording starting on July 1, 2019.
  - Recently had State Courts staff some and show-up the equipment.
  - Will be interesting trying to show grand jurors how to use it, or use it ourselves.
  - County will be required to maintain the recordings, provide them for discovery, and possibly review each recording to make sure it recorded correctly, and remove any confidential information.
  - Have not requested any additional staff/funding for this yet since we do not fully know how it will affect Morrow County.
    - Umatilla County hired a new full-time employee just for the grand jury recording aspect, but hopefully we will not need anything like that.
  - Some discussion with County Counsels that this may be another unfunded mandate that may be litigated.
    - Working with the legislature to try and move the storage and discovery burden to the courts- just like court recordings are done now.

Justin W. Nelson  
 Morrow County District Attorney  
 OSB# 074460

# Wellness Team Duties

- Plan
- Promote
- Run

## Kick Off Wellness TEAM Meeting

WHO: Anyone Interested in Promoting Wellness  
WHAT: Kick Off – Informative Meeting  
WHEN: April 15, 2019 11:00am  
WHERE: Bartholomew Building Upper Conference Room  
WHY: Understand About County Wellness TEAM



# Wellness Committee

## INVITATION TO SERVE ON THE MORROW COUNTY WELLNESS TEAM

Dear Morrow County Employee,

Morrow County is looking for members to serve on the Wellness TEAM.

Any Employees who are interested in finding out more about the Wellness TEAM may come to the Kick off Meeting on April 15<sup>th</sup>, 2019 at 11:00am in the Bartholomew Building Upper Conference Room.

Please check with your immediate supervisor to confirm that your participation and responsibility to the Wellness TEAM is approved and will be reflected in your annual work plan. I am available to explain to your supervisor the nature of the TEAM and general time commitments.

The major responsibilities of the Wellness TEAM would include but would not be limited to: communicating the wellness program to employees, advocating for policies that support health, promoting participation in wellness activities, and managing the activities of the wellness program.

If you wish to learn more, our first meeting is to inform you of the team's vision and goals. You may choose to participate after learning more during our Kick Off Meeting.

Sincerely,

*Karmen Carlson*

Human Resources Director  
Morrow County

## Roberta Lutcher

---

**From:** Carla McLane  
**Sent:** Tuesday, March 26, 2019 1:26 PM  
**To:** Roberta Lutcher  
**Subject:** FW: The B2H Connection: March 2019

Correspondence?  
Thanks,  
Carla

**From:** Boardman to Hemingway Transmission Line Project [mailto:ipc@boardmantohemingway.com]  
**Sent:** Tuesday, March 26, 2019 9:30 AM  
**To:** Carla McLane <cmclane@co.morrow.or.us>  
**Subject:** The B2H Connection: March 2019

[Click here to view this email in your browser](#)



### Inside this issue

- [B2H At a Glance](#)
- [2018 Project Milestones](#)
- [2018 Outreach Overview](#)
- [2018 EFSC Public Meetings](#)
- [Permitting Update](#)
- [Next Steps](#)

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## B2H At a Glance



- Proposed 300-mile, 500-kV transmission line between Oregon and Idaho.
  - Carries low-cost, reliable, clean energy to customers across the Pacific Northwest and Mountain West.
  - Helps Oregon utilities meet renewable-energy and carbon-reduction goals.
  - Towers will range from 100 feet to 180 feet tall, typically 140 feet.
  - Easement widths will range from 100 feet to 250 feet.
  - Activities like farming, ranching and recreation can continue under and around the line.
- 

## 2018 Project Milestones

- The U.S. Forest Service (USFS) published its draft Record of Decision in **June** and conducted a 45-day objection filing period.
  - Oregon Department of Energy (ODOE) deemed Idaho Power's Application for Site Certificate (ASC) complete on **Sept. 21**, and Idaho Power submitted a final ASC on **Oct. 3**.
  - ODOE and Idaho Power held a series of public information meetings on the complete ASC in each of the five Oregon counties crossed by the proposed transmission line route in **October**.
  - USFS published its Record of Decision (ROD) on **Nov. 9**. The decision approved issuing a special-use authorization for the 6.8-mile corridor that crosses the Wallowa-Whitman National Forest.
-

# 2018 Outreach Overview

**60+**

*meetings with  
landowners and stakeholders*

**80+**

*new people  
engaged with us*

**1,900+**

*people recieved  
project updates*

**8,000+**

*mailed notices  
for Oregon EFSC process*

**5**

*public information meetings  
across 5 Oregon counties*

**180+**

*public information meeting  
attendees*

---

## 2018 EFSC Public Meetings



As part of the Oregon Energy Facility Siting Council (EFSC) process, ODOE and Idaho Power held a series of public information meetings between Oct. 15 and 18, 2018. A meeting was held in each of the five counties along the proposed route in Oregon. The meetings took place in the cities of Ontario, Baker City, La Grande, Pendleton and Boardman. At the meetings, ODOE provided a presentation on the ASC and the EFSC process. Idaho Power presented about the project's purpose and need, expected benefits, and local routing considerations and answered questions about the application and how we will continue to work with local landowners.

Meeting attendees engaged in question-and-answer sessions with ODOE and Idaho Power staff. Common topics of interest expressed by attendees included:

- The Oregon EFSC process including how ODOE evaluates Idaho Power's application and how to be involved.
- How Idaho Power is analyzing routing decisions.

- How landowners can engage with the project.
- Construction considerations for towers, access roads, and other features.
- How the project is addressing historic trails and scenery.

Some meeting attendees were also interested in how Idaho Power and regulators determine the need for a large infrastructure investment like B2H. Some asked if technologies like battery storage and microgrid would make a transmission line obsolete. Idaho Power project leader Mark Stokes and Siting Coordinator Jeff Maffuccio explained that B2H will provide flexibility to balance regional needs, especially with the growing influx of renewable resources like wind and solar. B2H is designed to handle any type of power generation and provide the ability to economically serve customer demand over large geographic areas.

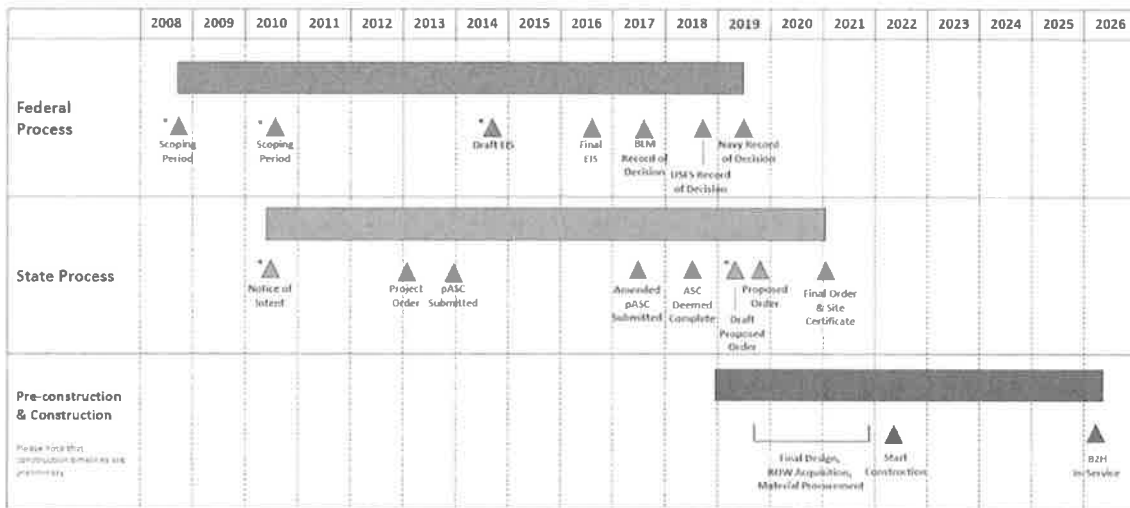
Additional resources:

- Visit Idaho Power's [B2H interactive exhibit](#) for information on the project, what it means for Oregon and land owners, and frequently asked questions.
- [Landowner maps](#) are available through an online interface.
- [More information about the Integrated Resource Plan \(IRP\)](#), including how to participate in the 2019 IRP process, is available from Idaho Power.

More information about the EFSC process and the ASC is available on the [EFSC website for B2H](#) and [B2H project website](#).

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## Permitting Update



\* Formal opportunities for public comment

Click or tap permit graphic for a larger view.

## Oregon EFSC Process

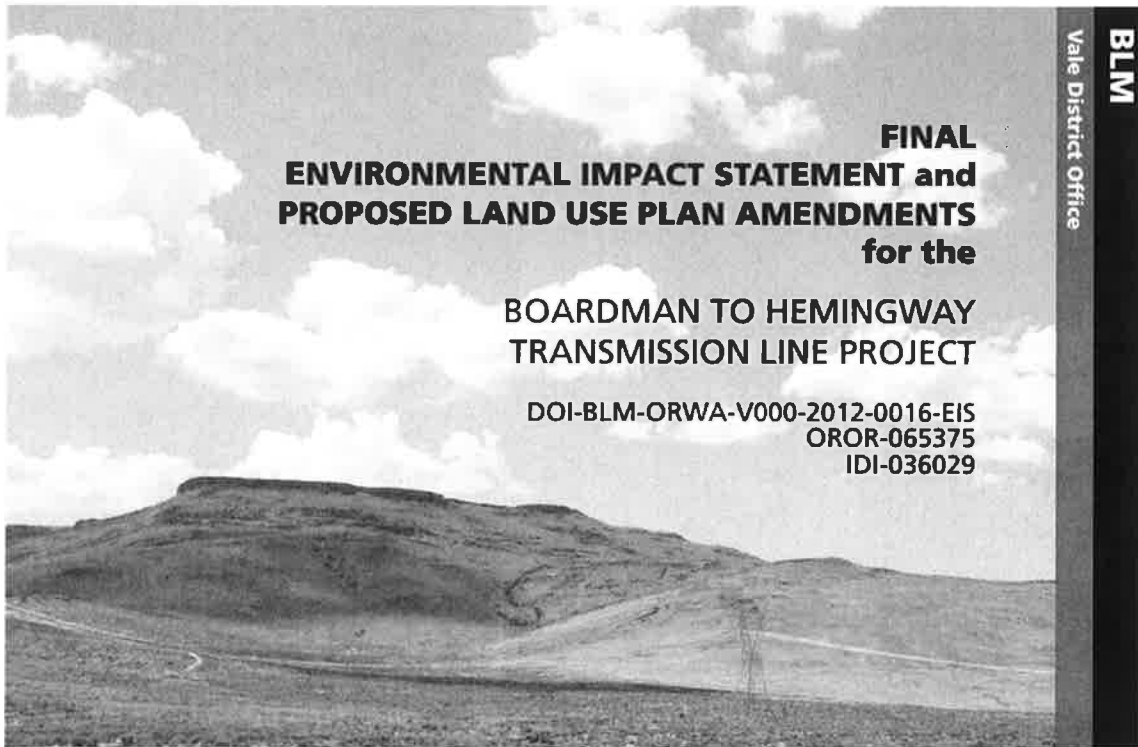
ODOE is expected to issue a Draft Proposed Order (DPO) this spring. The DPO will include ODOE's preliminary evaluation and findings on whether Idaho Power's ASC meets [EFSC's siting standards](#).

An official public comment period and a series of public hearings will follow the release of the DPO. It is important to note that participation during the comment period or public hearing is required for further engagement in the process before the Final Proposed Order is issued.

After consideration of the written and oral comments on the DPO, the EFSC may revise the DPO prior to issuing a Final Proposed Order, with an automatic Notice of Contested Case. Once the contested case proceeding has concluded, EFSC will issue a Site Certificate which will contain conditions necessary for the project to comply with the state of Oregon standards.

The [EFSC process flowchart](#) describes each step and highlights opportunities for public participation.

## Federal NEPA Process



In 2017, the BLM granted authorization for Idaho Power to place B2H on BLM-administered lands by issuing a Record of Decision.

On Nov. 9, 2018, the U.S. Forest Service issued a Record of Decision based on the analysis in the Final EIS. The USFS Record of Decision approves the issuance of a special-use authorization for a portion of the project that crosses the Wallowa-Whitman National Forest.

Further federal review is currently being conducted by the U.S. Department of the Navy. Their Record of Decision is expected in 2019.

If approved by both federal and state agencies, the line's final route will be selected from various alternatives and Idaho Power's proposed route.

The final Plan of Development (POD) will direct construction activities for the project, ensuring they adhere to the requirements of the Record of Decision. The [BLM's draft Plan of Development for B2H](#) is available online now. In the final POD, detailed mapping will depict project facilities, including the transmission line, access roads and other supporting facilities, and show site-specific construction actions.

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## Next Steps

ODOE's DPO is expected in the coming months. When released, ODOE will open a comment period and hold public hearings across the Oregon project area. Updates and notifications about this process will be posted online and sent via mail and email. You may sign up to receive EFSC email announcements and updates at the [ODOE project webpage for B2H](#).

Idaho Power will continue its commitment to work with citizens, property owners, and tribal governments. If you would like us to present to your group, please contact Jeff Maffuccio at [JMaffuccio@idahopower.com](mailto:JMaffuccio@idahopower.com) or [208-388-2402](tel:208-388-2402).

More information about the EFSC process and the ASC is available on the [EFSC website for B2H](#) and [B2H project website](#).

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## Contact Idaho Power

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*In response to requests for more frequent B2H Project updates, Idaho Power distributes newsletters with general updates and information on company activities related to the project area.*

*If you do not wish to receive these messages in the future you may unsubscribe using the link below, noting there are separate lists for this newsletter and the joint BLM and ODOE Newswire.*

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**Our mailing address is:**

Boardman to Hemingway Transmission Line Project  
1221 W Idaho St  
Boise, ID 83702

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## Board of Commissioners

Commissioner Jim Doherty, Chair  
Commissioner Melissa Lindsay  
Commissioner Don Russell

March 26, 2019  
Joint Ways and Means Subcommittee on Human Services  
SB 5525 – Public Health Funding

Good Morning Co-Chairs Beyer and Nosse and Members of the Committee:

My name is Jim Doherty and I am a Morrow County Commissioner and the Second Vice-President of the Association of Oregon Counties. I am here today to talk with you about how important Public Health is in my community and what we are doing to protect our community. I hope my words encourage you to invest in Public Health Modernization so all Oregonians can be protected wherever they live.

As part of the funding allocated last session, the Eastern Oregon Modernization Collaboration consisting of 13 eastern Oregon counties, chose to work on Sexually Transmitted Infection (STI) prevention in our 13 counties because:

- there has been a 716% increase in Gonorrhea in the past six years;
- Chlamydia reached an all-time high with a 242% increase;
- 2018 data show a 24% increase in Gonorrhea from 2017; and
- Syphilis continues on a steady pace, increasing to 25 cases last year.

This collaborative work will benefit Morrow County, which has experienced an increase in disease reporting overall, with a significant rise in all STIs, and the second highest rate of Gonorrhea in the State per population. However, we have significant challenges addressing these community needs because the Morrow County Communicable Disease (CD) Coordinator also serves as the Emergency Preparedness Program, Region 9 Health Care Preparedness Program (HPP) and Medical Reserve Corp (MRC) Coordinator.

Wearing multiple hats paid for with blended funding streams is not unique to Morrow County. Many of the smaller counties experience similar challenges as staff often cover multiple programs, making it easy to understand why capacity is often challenged. And, Morrow County invests one of the highest per capita investments in Public Health in Oregon (FY 2019 Budget approved \$841,648 County General Funds) and we still face these staffing and health challenges.

Morrow County Public Health embraces the fundamentals of Public Health Modernization by looking at new partnerships and cross-jurisdictional partnerships that benefit the residents in the community. In addition to the work through the Eastern Oregon Modernization Collaboration, we look to find every efficiency and work collaboratively across systems. Here are a couple of examples I'd like to highlight:

- Regional environmental health partnership; Morrow County has an agreement with

- Umatilla County Health Department for the provision of Environmental Health services.
- Morrow County governance is in the process of finalizing an agreement with Umatilla County Health Department to begin providing On Site (Septic system) services.
  - CARE program consisting of Nurses, Community Health Workers (CHWs), DHS Self-Sufficiency staff, Mental Health Counselors and Student Resource Officers (SROs) integrated within the schools, working with students and their families. This is a collaborative partnership through the braiding of funds from Morrow County Government, Health Department and Sheriff's Office, Morrow County School Districts, InterMountain Education Service District, Greater Oregon Behavioral Health Inc. (GOBHI), Eastern Oregon Coordinated Care Organization (EOCCO), Community Counseling Solutions (CCS), City of Boardman, Blue Mountain Early Learning Hub, Port of Morrow, Umatilla Morrow Head Start, CAPECO, DHS, Advantage Dental, Morrow County Health District, Columbia River Health Clinic, Blue Mountain Community College and Eastern Oregon University.
  - Morrow County Health Department, in collaboration with Umatilla County Health Department, received federal funding through a Maternal Infant Early Childhood Home Visiting (MIECHV) grant for provision of Nurse Family Partnership (NFP), an evidence-based program targeted to first time mothers, initiated prenatally prior to 28 weeks gestation and continuing until the child turns two years old.

Public Health Modernization can and has benefited eastern Oregon residents living in rural and frontier communities. This collaboration engages with Primary Care Providers, and Health Departments across the region in a concerted effort to reduce STIs. The benefits are consistent messaging and dissemination of information across the region, and support and resources to stop the spread of these STIs.

Additional funding is needed for Public Health Modernization to continue to protect Oregonians from communicable disease outbreaks. These funds have been instrumental in moving from only having capacity to respond to reports of disease, to engaging in a more meaningful way with schools, clinics and other partners. Continued funding for the Eastern Oregon Modernization Collaboration is essential to sustain the Modernization successes we have demonstrated across eastern Oregon, if we are going to stop the spread of disease.

Public Health Modernization is about doing work in new and efficient ways, like Morrow County is doing with current programs and with Modernization funding. These resources and accountability will ensure every Oregonian has the basic protections. Additional funding is required to expand Modernization successes to other foundational capabilities as continued funding at the current level is not sufficient.

**In Closing**, I understand the difficult budget decisions that you will be making this legislative session. Morrow County Board of Commissioners invests in Public Health because we believe this is a great investment to enhance the health of our residents. We urge you to invest in Public Health Modernization as well.