Lane County Medication Assisted Treatment Clinic Good Neighbor Agreement DRAFT

Parties:

- 1. Lane County Medication Assisted Treatment Program, 432 West 11th Avenue
- 2. Jefferson Westside Neighborhood Association (JWN)
- 3. Downtown Neighborhood Association (DNA)

Date: July 31, 2020

1) Introduction

- a) LCMAT is a program within the Behavioral Health Division of Lane County Health and Human Services and is available to individuals with opioid abuse. Our services and program rules are determined, in part, by multiple state and federal regulations and accrediting standards. LCMAT has two separate programs: the Methadone Treatment Program and the Buprenorphine Treatment Program.
 - i) Methadone Treatment Program provides medically supervised methadone maintenance and aftercare services to help program participants reduce and ultimately end the use of opioid drugs. Our program engages patients using a bio-psycho-social assessment and treatment model that emphasizes a holistic and individualized approach to personal recovery. Through participation in individual and group therapy, patients are asked to examine and assess multiple areas of their lives that include, but are not limited to, physical, psychological, social, and spiritual health. Our humanistic approach includes a broad spectrum of treatment philosophies, from a traditional abstinence-based disease model to a harm reduction adaptation model of addiction.
 - ii) <u>Buprenorphine Treatment Program</u> is part of a nation-wide response to the opioid epidemic, designed to increase access to treatment by providing care in an office-based setting. In 2002, the FDA approved Buprenorphine for treatment of opioid addiction, used to help people reduce or quit their use of opioids, such as prescription pain relievers. The Buprenorphine Treatment Program aims to treat the whole person by not only providing prescription medication, but counseling, resource navigation, education, and recovery support. The office-based setting opens up services to individuals with potential barriers to treatment such as: full-time or erratic work schedules, childcare or other care giving responsibilities, lack of transportation, and remote residences.
- b) We believe that all individuals with chemical dependence deserve to be treated with dignity and respect. We challenge the stigma often associated with being drug involved and work to educate individuals, families, and the community on the underlying issues that lead to substance use as well as to the benefits of recovery.

2) Background

a) The following Good Neighbor Agreement (Agreement) pertains to the Lane County Medication Assisted Treatment Center (LCMAT) 432 West 11th Avenue location, the

Jefferson Westside Neighborhood Association (JWN), the Downtown Neighborhood Association (DNA), and other interested parties from the neighborhoods (See Appendix B: Location Maps).

- i) The LCMAT property is identified by Tax Lot 17-03-31-31-00100 and is defined by the area inside the borders of West 11th Avenue to the north, West 11th Alley to the south, Lawrence Street to the east, and the property line to the west.
- ii) The Jefferson Westside Neighborhood Association is the City-chartered neighborhood for the area roughly between West 7th Avenue to the north, 18th Avenue to the south, Lawrence/Willamette Streets to the east, and Chambers Street to the west.
- iii) The Downtown Neighborhood Association is generally defined by the boundaries of the defunct Downtown Commission, and is bounded by the Whiteaker Community Council to the north, the West University Neighborhood to the south and the east, and the Jefferson Westside Neighbors to the south and the west.
- b) This Agreement covers areas proximate to the LCMAT clinic and encompasses areas between West 10th Avenue to the north, West 12th Avenue to the south, Lincoln Street to the east, and Washington Street to the west.
- c) Participants to this Agreement may experience unintended impacts due to this facility. The purpose of this Agreement is to identify ways for community stakeholders to work together to address those impacts as well as to be good neighbors in support of the residents of these neighborhoods and patients and staff of the LCMAT clinic. However, this agreement is not expected to resolve all issues facing the local community.
- d) All participants are committed to maintaining the safety and livability of the area. It is to this end that all participants signing below enter into this Good Neighbor Agreement. All participants understand that this Agreement is NOT a legally binding contract and is not intended to be so by the participants. Further, all participants acknowledge that they have been advised and given time to present this document to independent counsel for review.

3) Goals

- a) Articulate all party and party-specific agreements and the mechanisms needed to ensure that those agreements are honored.
- b) Foster positive, respectful, and responsible relationships between LCMAT, JWN, and DNA on behalf of the proximate clinic neighbors to maximize opportunities for collaboration that improve neighborhood safety, livability, and quality of life for all. Such opportunities may include:
 - i) Establish intended security in and around the LCMAT clinic, as appropriate to the need, and only to the extent necessary to preserve facility safety and the safety and wellbeing of involved parties.
 - (1) All parties agree that there exists the potential for over policing and affirm their dedication to prioritizing non-punitive and lower-risk solutions to perceived threats or undesirable behaviors.
 - ii) Establish clear lines of communication, and agreed upon procedures, for promptly identifying and resolving problems in the covered Agreement area.
 - iii) Provide preferred point of contact information to the community for questions and concerns that may arise.

- iv) Develop clear expectations and procedures for resolving problems.
- v) Create a Community Advisory Committee that communicates via a dedicated email list and fields and addresses neighbor, patient, and stakeholder questions and concerns.
- vi) Work to educate neighbors and the community on the services offered by LCMAT; support initiatives to decrease stigmatization and increase awareness of the disease model of addiction and the multitude of issues community members face when seeking treatment, as well as the unique challenges faced by those who suffer from opioid use disorder.
- c) Inherent in this Agreement is the assumption of certain basic rights. These include:
 - i) All patients, residents, businesses, agencies, and property owners within the good neighbor area (neighbors), and LCMAT staff have a right to personal safety.
 - ii) All patients, residents, businesses, agencies, and property owners within the good neighbor area (neighbors), and LCMAT staff have a right to privacy.
 - iii) Participants in this agreement specifically support the right and success of patients to be safe, to access services, to maintain confidentiality, to meet their basic needs, and to thrive.

4) All Party Agreements

- a) All parties agree to:
 - i) Carry out all agreements as stipulated in this Agreement.
 - ii) Participate in collaborative problem solving around issues that arise in the covered Agreement area using officially designated representatives and institutions.
 - iii) Use and promote direct, respectful, and civil communication through the communications protocols set forth in Appendix A: Communications Procedures.
 - iv) Jointly and directly resolve problems within the timeframes set forth in Appendix A: Communications Procedures.
 - v) Provide parties to this agreement with updated contact information if there are any changes to key staff, such as clinic management, organizational leadership, and/or contacts within the JWN or DNA.
 - vi) Encourage mutual respect and consideration from all community members (patients, staff, neighbors, and businesses) in an effort to promote a livable and safe neighborhood.
 - vii) Work cooperatively to use all available resources to effectively deal with problems, with recognition that the most successful solutions are holistic and community-based, examining the root cause of undesirable behavior and working to address need; police intervention should be considered a serious method and one of last resort as it carries with it significant risk for harm and greater negative consequence, both in the shortand long-term, for involved individuals.

5) The Community Advisory Committee (CAC)

a) The Community Advisory Committee (CAC) will consist of one designated representative from LCMAT, the chairs of both JWN and DNA, and any interested residents, property managers, business owners, onsite business managers, or coordinators of non-profits within the covered area designated in the Agreement. Membership in the CAC should not

exceed eight members, and members will serve a term of one year, with the option of renewal depending on the longevity of the CAC.

- i) Initial members of the CAC will draft a Charter to more clearly define the scope, parameters, goals, and recruitment measures of the CAC.
- b) The CAC will be responsible for:
 - i) Helping ensure that strong lines of communication are maintained between LCMAT, JWN, DNA, and the community.
 - ii) Ensuring that commitments in the Agreement are upheld and acting as an agent for accountability.
 - iii) Identifying opportunities for greater collaboration among the parties.
 - iv) Identifying and developing solutions to any problems that are recurring and have not been adequately addressed through the problem solving communications strategies.
 - v) Fostering transparency and keeping the community abreast of updates and changes to LCMAT clinic and services.
 - vi) Promoting educational opportunities and materials outlining services provided by LCMAT; detail actions and efforts of all parties to be good neighbors and supportive community members.
 - vii) Promote LCMAT open houses or other community outreach events.
- c) The CAC will conduct business via a dedicated email listserv and will meet physically or virtually for one hour at least quarterly, or as needed as determined by a majority of the currently serving CAC members.
 - i) Following the first year of service, the CAC will evaluate the need for continued meetings, including the frequency of those meetings (e.g., monthly, quarterly, yearly, ad hoc) and/or the practicality and usefulness of merging CAC business with an already established committee or meeting group. If serving members find, after evaluation, that the CAC does not provide considerable benefit to the represented parties, the CAC may be dissolved.
- d) The CAC email listserv will be managed by a representative of JWN or DNA, to be determined by CAC members.
- e) CAC communications will adhere to common good list practices, which include respectful interaction and limiting communication to directly relevant issues and concerns.
- f) Any interested party within the covered Agreement area may be added to the CAC upon request.
- g) A mailed postcard or hand-delivered flyer will be distributed yearly to parties within the covered Agreement area with an invitation to join the CAC.
 - i) Postcard/flyer may be in conjunction with an open house.

6) Communication

- a) LCMAT agrees to:
 - i) Encourage and support communication and matters of concern through proper channels by:
 - (1) Promoting use of the CAC to resolve any issues or concerns from the community.
 - (2) Maintaining existing LCMAT webpage and contact information.

- (3) Attending scheduled neighborhood meetings to discuss issues or concerns not previously resolved through the CAC, and to present information.
- ii) Attempt to resolve any urgent calls or complaints regarding neighborhood livability or nuisance issues received by neighbors, businesses, or other community members within 2-4 business days (refer to Appendix A: Communication Procedures).
 - (1) Non-urgent matters should be routed through the CAC, whenever possible.
- iii) Participate in plans and planning processes and other activities as required to implement this agreement and as requested by other parties.
- iv) Prior to the opening of the LCMAT clinic, host a meeting for interested community members to learn about the services provided by LCMAT, the good neighbor agreement process, and to ask questions.
- v) Host occasional neighborhood events, such as an open house. Open houses should provide the opportunity for community members to meet staff, be educated on the services provided by LCMAT, and the need for and benefit of those services. Open houses can also act as a venue for community members to engage in discourse with LCMAT staff.

b) JWN and DNA agree to:

- i) Encourage and support communication and matters of concern through proper channels by:
 - (1) Promoting use of the CAC to resolve any issues or concerns from the community.
 - (2) Maintaining contact information.
 - (3) Providing scheduled time at neighborhood meetings to discuss issues or concerns not previously resolved through the CAC; welcoming representatives of the LCMAT clinic to its monthly neighborhood association meetings and provide them with an opportunity to offer regular updates.
- ii) Work with members of the community to encourage individuals or parties that may be lodging a complaint against LCMAT to provide contact information.
- iii) Participate in plans and planning processes and other activities as required to implement this agreement and as requested by other parties.
- iv) Assist in ensuring that the members of the associations have an accurate understanding of the LCMAT clinic and the efforts that LCMAT staff and patients are making to be good neighbors, which includes the promotion of opportunities to partner with LCMAT on events and programming.
- v) Assist in education efforts, with the goal of reducing stigma around opiate use disorder and those seeking treatment, expanding knowledge on services provided, and correcting misinformation around perceived criminality.
- vi) Acknowledge the reciprocity of being a "good neighbor:" empower the local community to reduce the harms associated with substance use by modelling a spirit of compassion, care, and encouragement of help-seeking.

7) Neighborhood Appearance

- a) LCMAT agrees to:
 - i) Maintain landscaping, parking lots, and adjacent parking strips in an attractive manner with regular upkeep.

- (1) Keep trash off of public spaces in the immediate area surrounding the LCMAT clinic, namely the exterior footprint of the campus.
- (2) Remove all graffiti and repair vandalism to LCMAT property in a timely manner
- ii) Provide volunteer opportunities for staff and community members to assist in reducing and removing litter around the perimeter of LCMAT clinic and the covered Agreement area.

b) JWN and DNA agree to:

i) Coordinate with LCMAT to offer volunteer opportunities to community members to assist in reducing and removing litter around the perimeter of LCMAT clinic and the covered agreement area.

8) Community Safety

- a) LCMAT agrees to:
 - i) Add clear community expectations to existing Patient Code of Conduct; maintain clear expectations, rules, and tools for helping patients to remain accountable.
 - ii) Provide contracted security onsite during normal business hours and afterhours, as needed and appropriate.
 - (1) Ensure that contracted security is trained in non-violent de-escalation techniques and trauma-informed management of behavioral health crises.
 - iii) Coordinate with JWN and DNA on how and when to access and prioritize community safety solutions that carry fewer risks of overreach and retaliatory response, and which provide greater community benefit (e.g., CAHOOTS, connection to County programs that provide supports or services); aid in messaging communication procedures to neighborhood and community members, including contacts for medical or behavioral health crises, and law enforcement, as a last resort.

b) JWN and DNA agree to:

i) Coordinate with LCMAT on how and when to access and prioritize community safety solutions that carry fewer risks of overreach and retaliatory response, and which provide greater community benefit (e.g., CAHOOTS, connection to County programs that provide supports or services); aid in messaging communication procedures to neighborhood and community members, including contacts for medical or behavioral health crises, and law enforcement, as a last resort.

9) Neighborhood Climate

- a) LCMAT agrees to:
 - i) Encourage patients to be respectful of the neighborhood by discouraging loud and excessive noise; share with patients the potential for large groups to be disruptive in the neighborhood and encourage them to be good neighbors.
 - ii) Provide information to patients to help them understand potential and unintended impacts of the LCMAT clinic on the surrounding neighborhood (with the understanding that patients, like any community members, also have the right to use public spaces).
 - iii) Post a sign at the exit(s) encouraging patients to be good neighbors.
 - iv) Adequately accommodate waiting and actively encourage use of designated waiting areas so that patients are not loitering or forming lines outside the building.

- b) JWN and DNA agree to:
 - i) Create a positive, welcoming, and supportive environment for individuals seeking LCMAT clinic services.

10) Administration of Good Neighbor Agreement

- a) Changes to the Good Neighbor Agreement may be made by the consensus of all parties.
- b) The Good Neighbor Agreement will commence upon the opening of the LCMAT clinic at 432 West 11th Avenue and will remain in effect until the closure of the LCMAT clinic or until all parties reach consensus to dissolve this Good Neighbor Agreement.
- c) The original executed Good Neighbor Agreement will be maintained by LCMAT, but all parties will be responsible for maintaining an executed copy of the Good Neighbor Agreement in their records for reference.

11) Signatures

Lane County Medication Assisted Treatment Program	
By:	
Terry Fields, Program Supervisor	Date
Jefferson Westside Neighborhood Association	
By:	
Ted Coopman, Chair	Date
Downtown Neighborhood Association	
By:	
Kelsey Zlevor, Chair	Date

Appendix A: Communication Procedures

1. General Communication Guidelines

- a. Please direct non-urgent questions or concerns to the Community Advisory Committee by emailing members at: [TBD]
- b. Please direct all <u>urgent</u> communication or general inquiries to the identified program contacts listed below, under "Administrative or Program Issues or Inquiries." Urgent communication will be responded to within 2-4 business days.
 - If you feel your concerns were not satisfactorily or timely addressed, please contact the Community Advisory Committee by emailing members at: [TBD]. Members will work together to provide accountability and to find resolution.

2. Administrative or Program Issues or Inquiries

Any <u>urgent</u> questions or concerns, or general inquiries that arise regarding the LCMAT clinic may be directed to the contact people listed below during their listed office hours, or by calling the general LCMAT phone line afterhours at (541) 682-4464.

- a. Lane County Medication Assisted Treatment Program
 - i. Terry Fields, Program Supervisor

Office Hours: Tuesday – Saturday, 8:00 a.m. – 4:30 p.m.

Phone: (541) 682-4560

Email: terry.fields@lanecountyor.gov

ii. Jeremy Jalabert, Clinical Supervisor

Office Hours: Monday – Thursday, 6:00 a.m. – 3:30 p.m.

Phone: (541) 682-8730

Email: jeremy.jalabert@lanecountyor.gov

iii. Marie Guerrera, Administrative Assistant

Office Hours: Monday – Friday, 7:30 a.m. – 4:30 p.m.

Phone (541) 682-7716

Email: marie.guerrera@lanecountyor.gov

3. Mental Health and Homelessness Concerns

The LCMAT clinic is unable to directly assist with mental health- or homelessness-related concerns. To better help community members address those issues, we have compiled the following information, provided with assistance from CAHOOTS and White Bird.

When concerned about someone experiencing what you perceive to be a mental health crisis or experiencing homelessness, calling the police may not be the most beneficial thing to do. CAHOOTS has put together a helpful guide for thinking clearly during such circumstances, termed the OODA loop (Observe, Orient, Decide, Act).

a. <u>Observe</u>: Notice your surroundings. What is happening? Are there other bystanders? Are there any scene hazards? Is there a medical emergency or violent crime in progress?

- b. <u>Orient</u>: If no danger appears imminent, approach the person involved and ask if they'd like assistance of any kind. Striking up a friendly conversation can be a way of learning and building rapport. If someone is making you uncomfortable, ask yourself grounding questions (e.g., How am I feeling in my body? Why am I uncomfortable with what I'm seeing?). It may also be helpful to consider what the police or CAHOOTS could accomplish, if called, and whether calling the police would make the situation more dangerous for the person.
- c. <u>Decide</u>: Decide which action to take. You may decide calling CAHOOTS or the police is the best option. You may find, after observing and orienting to the crisis, there is something you can do personally to contribute. You may determine that, while something makes you uncomfortable, your safety or the safety of others is not in imminent danger, no one is asking for help, and it is not necessary to call someone else to respond.
- d. <u>Act</u>: Finally, act as a good neighbor. You may ask a bystander what they think. You may approach the person and provide assistance if willing and able. You may politely ask them to move along, if needed. You may choose to seek protection, guidance, or assistance from a third party, whether another bystander or a police dispatcher. Acting as a good neighbor may also involve deciding to do nothing and continuing on with your day.
 - If you feel that calling CAHOOTS would be of greatest benefit to the person in crisis, please dial the Eugene Police Non-Emergency line at (541) 682-5111 and request assistance from CAHOOTS.

4. Medical Emergencies

a. If any party comes upon a medical emergency, please call 911.

5. Suspicious or Illegal Activity

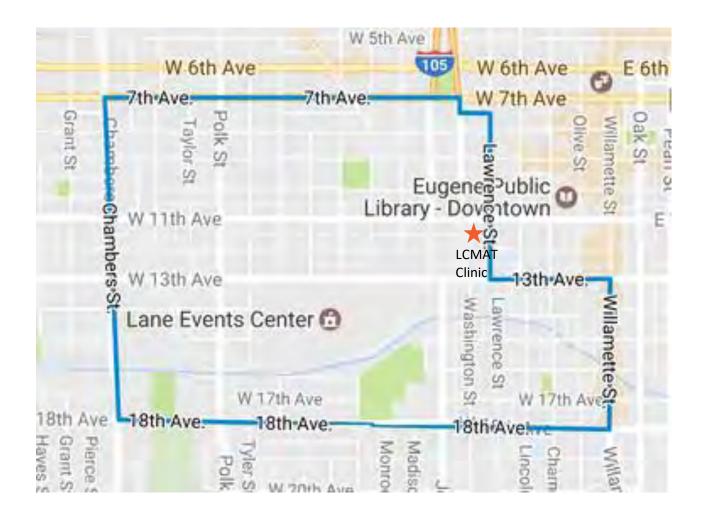
- a. If illegal activity is in progress and the matter is *urgent*, please call 911.
- b. If the matter is non-urgent and does not appear to be related to a mental health crisis, please call the Eugene Police Non-Emergency line at (541) 682-5111.

Appendix B: Location Maps

1. Lane County Medication Assisted Treatment Program

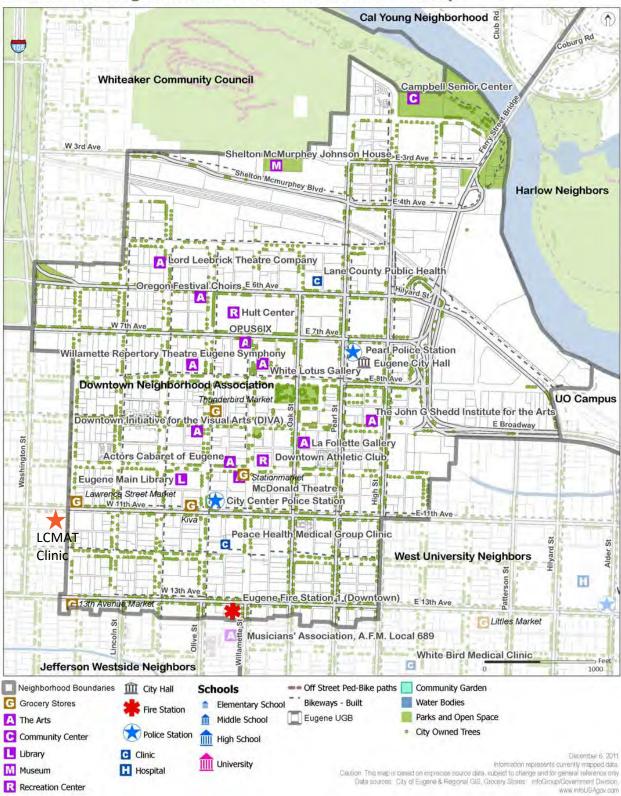


2. Jefferson Westside Neighborhood Association Boundary Map



3. Downtown Neighborhood Association Boundary Map

Downtown Neighborhood Association Amenities Map



4. Good Neighbor Agreement Covered Agreement Area

