Statement by Jason Renaud

Mental Health Alliance
August 24, 2021

PCCEP

- Evidence - Measurable Objectives created by the AMAC and the MHA

I am Jason Renaud. I am here representing the consensus of the 18 active members and four organizations of the Mental Health Alliance.

At the end of the February 2020 status conference the court took the late Reverend Bethel's suggestion and gave instruction to the parties and to the amicus. The instruction, on page 205 of the conference transcript, was for the parties and amici to confer to find a set of metrics by which the PCCEP could be determined to be functional or not functional.

To fulfill this instruction, the AMAC and MHA sent a draft of measurable objectives - metrics - to the parties in early April and which is in the hands of the court now.

The metrics created by the amici ask for considerable additional effort on the part of PCCEP staff to actively communicate with organizations which represent people of color and people with mental illness. It asks for additional community surveys, that meeting notices be posted in a timely way, that attendees reflect the community and not be dominated by PPB staff, that there be a training curriculum for new members, a retention plan for continuing members, and an exit interview for members who leave. There are other items as well - to be accomplished by staff, not PCCEP members.

The parties, the amici, members of the PCCEP, and PCCEP staff met July 21 to review the proposed metrics document. The city attorney seemed unfamiliar with the court's instruction from February and with the document created by the amici sent to them in April and declined to support the metrics document.

Seeking adoption by vote from the PCCEP members, AMAC and MHA met with PCCEP members twice in August to review the metrics document.

PCCEP co-chair Elliott Young worked individually with several PCCEP members to make modifications to the metrics document, which he presented at their general meeting.

PCCEP members did not vote to accept or reject the metrics as presented by Young, but instead **voted to not vote** on whether to accept or reject the metrics. And today there are no objective measurements for the PCCEP, and no plans to discuss them.

The AMAC and MHA reached out and had a meeting with the PCCEP staff. Staff said they could not "make" the PCCEP members do anything, such as read the settlement agreement or

have objective measurements. Feeling the court's instruction was unheard or misunderstood by the PCCEP staff, the MHA tried to meet with the mayor's liaison to the PCCEP. She declined to meet saying she was unprepared to talk about the PCCEP and would want her attorney present to talk with us. We were then told that Dr. Markisha Smith is the supervisor of the PCCEP staff. We met with her this Spring and she listened to the problem but told us she planned to delegate supervision of the PCCEP staff to a deputy who we then could not contact because he lives in Africa.

On August 9 the MHA met with Sam Adams of the mayor's office who identified that he was newly tasked with managing the PCCEP. He was not aware of the need for objective measurement and had not yet met with members of the PCCEP, attended a meeting, or met with PCCEP staff.

So we are unable to discover who supervises the PCCEP staff, and frankly we think they have been without an engaged supervisor for at least a couple of years. In short 16 months after this court asked for objective measures for the PCCEP to be defined by the City, no measures are in place and we cannot determine if the committee is functional.

The Mental Health Alliance suggests that amending the settlement agreement at this time to include the PCCEP is premature. Instead the city should set a firm schedule to amend the PCCEP Plan to include satisfactory outcome measures to both parties and the court, and have engaged and capable supervision for PCCEP staff prior to re-considering an amendment to the agreement.

Items 89 & 90

Evidence - Letter from Jeffrey Eisen, MD of Cascadia Behavioral Healthcare
Evidence - Letter from Melissa Eckstein of the Unity Center

I am here today to talk about two items in the settlement agreement, to talk about their characterization and their current developmental status, and to recommend a future course of action for the parties and for the court.

Item 89 of the agreement called for the immediate development - in mid-2013 - of walk in drop off centers. These sorts of facilities are common all over the country, operated by nonprofit agencies but paid for by cities and counties which have an accumulation of people in crisis and the foresight to provide a non-medical low barrier sanctuary as somewhere for people to go, or be taken, as an alternative to arrest and jail or an emergency room.

There is urgency to item 89. The intention of the agreement was these facilities would be opened by the middle of 2013. This is one of the few - perhaps the only - item in the agreement which demanded immediate action. Parties first met about this agreement in this court in 2012, and an agreement signed by city council in November 2013. Those of us who were listening then understood the parties agreed to accomplish item 89 quickly - not slowly, and certainly not to do nothing.

After the 2012 hearing in this court, after the document was introduced to the citizens of Portland as fair, reasonable and adequate, the US attorney for Oregon began to refer to Item 89 as “aspirational” by which she meant she did not intend to enforce the item. Other attorneys attached to this agreement - such the former city attorney - recognizing the US DOJ did not intend to enforce this item, also started to refer to item 89 as aspirational. They said things like, “oh we don’t have to discuss this because it’s aspirational - we’re not going to do it.”

The word “aspirational” does not appear in the settlement agreement. There are no other “aspirational” items in the agreement. No alternative or amendment has been proposed by either party. The parties are just not going to fulfill this item of the agreement and will assume the court will overlook it.

I’ve brought to the court’s attention in prior years the fact that no development has been made on item 89, perhaps the most expensive and complex and impactful item in the agreement. But I bring it to the court’s attention again. As of August 2021 no work has been done on item 89.

The COCL makes two mistakes in their comment on item 89. The first is that Unity Center is a walk in / drop off center. It’s not. The second is to imply the PPB is party to this agreement and not the city, and that all the PPB can do is follow the direction of an agency which is not a party to the agreement. That allows the city to evade its responsibility. The city maintains hundreds of negotiated contracts to meet political, legal, and contractual obligations. Item 89 should be one of those contracts.

Unity Center is a psychiatric emergency hospital, not a walk in and drop off center. We’ve given the court a letter from Dr. Jeffrey Eisen of Cascadia Behavioral Healthcare defining walk in and drop off centers. We’ve also given the court a letter from Melissa Eckstein, the administrator of Unity describing what Unity is and does. Since this agreement was signed, Clark County, Clackamas and Washington counties have each opened their own walk in and drop off centers.

A couple of months ago our group had a chance to talk with one of the authors of the agreement. She told us that as the document was signed, her impression and that of her colleagues was that the city would negotiate a contract with the CCO to provide the service. We did a public records search for all correspondence between the city and either CareOregon or Healthshare and there is no record of any correspondence about the settlement agreement or development of a walk in and drop off center. I spoke with the behavioral health administrator of CareOregon last week and she affirmed no discussion on this - or any other item in the SA - has occurred between the city and the CCO organizations.

Our recommendation is if the parties insist black is white the court should intervene and defend the original agreement to be implemented as intended by the authors and as presented to the court. Item 89 should be implemented in full before this agreement is closed, or the parties should offer an equal alternative to take its place. My colleague KC Lewis of Disability Rights

Oregon will discuss an example of an equal alternative - full implementation of Portland Street Response.

Now briefly - Item 90 is also complex, expensive and impactful, and like item 89 no work has been done to achieve sub-items B, C, E, F or G. The COCL again asserts that the PPB is the party to the agreement and not the city and fails to hold the city responsible for work on the several parts and pieces to this item. No one has described item 90 as “aspirational” but the same evasion has occurred. Again this item was presented in the first hearing on this agreement as part of compensation for the pattern and practice of harm against people with mental illness by the PPB, and the court has accepted that it has been complied with by the city. We disagree. There has been no substantial effort by the city to complete item 90. Again, as with Item 89, the amici recommend to the court that it benefits the city, and people with mental illness, and our sense of justice, that if the parties somehow come to an agree that black is white that the court give instruction to the parties to implement item 90 or provide an equal alternative as an amendment to the agreement.