

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF DENTON, BY AND THROUGH ITS FIRE DEPARTMENT, AND RECOVERY RESOURCE COUNCIL (RRC), A 501(C)(3) CHARITABLE ORGANIZATION, PROVIDING FOR AN OVERDOSE RESPONSE TEAM (ORT); AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the Denton Fire Department provides emergency medical services (EMS) to the City of Denton and other residents of Denton County, including responding to and providing medical care for drug overdoses; and

WHEREAS, Recovery Resource Council (RRC) is a 501(C)(3) charitable organization, located at 2711 Airport Freeway, Fort Worth, Texas 76111, whose core services in North Texas involves trauma and addiction treatment services that includes outreach, screening, information, and referral services; and

WHEREAS, RCC created an Overdose Response Team (ORT), which is a partnership between RRC and EMS providers, and conducts follow up visits with individuals who are struggling with substance use disorder and have recently experienced an overdose; and

WHEREAS, during these visits, clients and their households are given the opportunity to meet with a Peer Support Specialist or a Licensed Master Social Worker, receive and are trained on how to use Narcan, how to perform basic CPR, and ultimately discuss treatment and recovery options, if and when they are ready; and

WHEREAS, the goal of the program is to connect with individuals experiencing a substance use disorder with the long-term goal of the program to decrease the number of overdoses and overdose deaths and increase the number of individuals seeking treatment and entering recovery, through a variety of treatment and recovery options, including but not limited to medical detoxification, residential (in-patient), out-patient (IOP), sober living homes, medication assisted treatment (MAT), 12- step programs, and long term peer support programs; and

WHEREAS, the Denton Fire Department's role in this partnership is to identify individuals in our community who are in critical need of resources related to addiction and substance use and generate leads for the ORT by pulling patient information from their databases using specified criteria that indicates the individual may benefit from being connected by this program; and

WHEREAS, the Denton Fire Department, as part of the ORT, will facilitate a home-visit with these individuals, during which they will offer wellness checks, hands-only CPR training, explain the additional services available to them through the ORT partnership program, and if the individual is interested, will facilitate a warm hand off to RRC staff to serve as a comprehensive response that includes both medical and behavioral health support; and

WHEREAS, without the Denton Fire Department's participation, RRC's ORT would not be able to gain access to the contact information of these individuals and therefore would not have an opportunity to connect with them; and

WHEREAS, having the Denton Fire Department as a partner in this program gives RRC the ability to reach clients that otherwise may never have the opportunity to be connected to life-saving resources like Narcan, and life-changing pathways to treatment; and

WHEREAS, since the program launched in January 2022 in Tarrant County: • 115 people have received at least one program service • 82 have been connected to a peer support specialist • 81 family members have received hands only CPR training • 80 patients received a health and wellness screening and were referred to other community resources • Over 200 Narcan kits have been distributed • Over 25 individuals have been connected to treatment-related follow up care; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The City Council approves the Service Agreement between the City of Denton and RRC in the form of Exhibit “A” attached hereto.

SECTION 2. The City Council find that the participation of the City, by and through its Fire Department, in the ORT program as described in Exhibit “A,” serves a public purpose and is likely to save lives and enhance the quality of life for residents and visitors in the City of Denton and Denton County.

SECTION 3. This ordinance shall be cumulative of all provisions of ordinances of the City of Denton, except where the provisions of the ordinance are in direct conflict with the provisions such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

SECTION 4. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance, shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 5. This ordinance shall become effective immediately upon its passage and approval as provided by law.

The motion to approve this Ordinance was made by _____ and seconded by _____, the Ordinance was passed and approved by the following vote [___ - ___]:

	Aye	Nay	Abstain	Absent
Gerard Hudspeth, Mayor	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Jesse Davis, District 3:	_____	_____	_____	_____
Alison Maguire, District 4:	_____	_____	_____	_____
Brandon Chase McGee At Large Place 5:	_____	_____	_____	_____
Chris Watts, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2022.

GERARD HUDSPETH, MAYOR

ATTEST:
ROSA RIOS, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

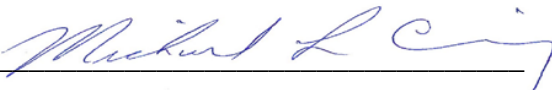
BY: 

Exhibit A

**Master Services Agreement
between
Recovery Resource Council (RRC)
and
The City of Denton, Texas**

This Master Services Agreement (“Agreement”) is made between **Recovery Resource Council** (hereinafter “RRC”), with an address of 306 North Loop 288, Denton, Texas 76209, and the City of Denton, Texas (hereinafter “City”), with an address of 215 E. McKinney Street, Denton, Texas 76201, collectively referred to as “The Parties.”

WHEREAS, RRC wishes to engage The City, by and through firefighters employed by the City that are licensed by the State of Texas, Department of State Health Services, as Paramedics (EMT-P) (hereafter referred to as “Medics”), to provide medical support services for persons in the RRC “Overdose Response Team” project (the “Project”); and

WHEREAS, the goal of the Project is to support the implementation of an EMS program to prevent overdose in the Denton County region to accomplish the following five key strategies:

- 1) Provide overdose reversal education and disseminate or make referral to opioid reversal medication.
- 2) Make referral for or directly induce US Food and Drug Administration (FDA) approved medications used to treat opioid disorder and link patients to ongoing care.
- 3) Provide Recovery Support Peer services.
- 4) Provide community pre-hospital health care provider follow-up and support.
- 5) Contact patients within 48-72 hours of overdose to establish with them a Peer Services Specialist and connect them to services to support treatment and recovery from opioid use disorder, including but not limited to recovery outpatient program at a partnering treatment center, support groups, and/or Medication Assisted Treatment programs.

WHEREAS, every attempted follow-up visit involves a -person team compromising one Peer Services Specialist provided by RRC and one Medic provided by the City and may require a collaborative effort and scheduling as necessary to facilitate visits with patients that may not be available at certain times; and

WHEREAS, The City has the personnel, equipment, and expertise to provide such services and is willing to do so on the terms and conditions stated in this Agreement; and

WHEREAS, the City and RRC have entered into a Business Associate Agreement as required by the Health Insurance Portability and Accountability Act of 1996 (HIPPA) allowing the City to share Protected Health Information (PHI) with RRC solely for use in the Project (Exhibit “A”);

NOW, THEREFORE, in consideration of the commitments contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Term of Agreement.** This Agreement is effective for the period of one year from the effective date unless terminated in accordance with section 4 of this Agreement or extended in writing by modification to this Agreement. Unless terminated, this Agreement will automatically renew for a maximum of three (3) additional one-year periods without further action required by the Parties.

2. Services Provided. The City agrees that:

2.1 Prior to a scheduled visit, it will provide RRC with a verbal summary of the overdose incident, or at the City's discretion, provide a copy of the relevant Computer Aided Dispatch (CAD) or electronic medical record(s) regarding the overdose.

2.2 Solely at the discretion of the Fire Chief or their designee, one (1) Medic may be allowed to participate in the Project while on duty per day, or while off-duty in an overtime capacity, on any given day that a follow-up visit is requested by RRC. Factors the Chief or his designee may consider in making this decision include but are not limited to is Fire Department staffing levels.

2.3 Allow the Medic to wear their city-issued uniform while participating in the Project.

2.4 The City will pay the salary of a Medic participating in the Project at their regular hourly rate of pay, and when working off-duty and in an overtime capacity, at 1.5 times their regular rate of pay.

2.5 A Medic participating in the Project will complete any training required by RRC within three (3) months of the Project start date, the cost of that training to be paid for by RRC.

2.6 The City will provide Medics with the equipment necessary to conduct a basic health and wellness check of the individual that is the subject of the follow-up (e.g. blood pressure, temperature, oxygen level).

2.7 Decisions related to scene safety and medical treatment are at the discretion of the Medic.

3. Fee for Services.

3.1 RRC shall compensate the City at 100% for the Project Services as set forth in the Payment Schedule (Exhibit "B"), attached hereto and incorporated herein. Costs include but are not limited to wages paid to Medics participating in the Project, as well as the replacement cost for medical supplies used during visits.

3.2 Payment to the City by RRC shall be due within thirty (30) days of receipt of the monthly expenditure report by RRC.

4. Termination.

4.1. **Termination Notice:** Either party may terminate this Agreement with or without cause by giving sixty (60) days written notice to the other party of the effective date of termination. If RRC gives notice of termination within thirty (30) days of receiving notice of a rate increase by the City, only thirty (30) days' notices shall be required to affect a termination and the existing rates will remain in effect for the thirty (30) days before termination.

4.2. **Breach.** Either party may terminate this Agreement in the event of the other party's material breach hereof; provided, however, that termination for breach shall not become effective unless and until the party in breach has been given written notice of such breach describing the nature of the breach with sufficient specificity to permit its cure, and such party shall have failed to have cured such breach to the reasonable satisfaction of the other within thirty (30) days following said notice.

4.3. **Nonpayment.** In the event of nonpayment by RRC of any amount due hereunder, The City may terminate this Agreement on ten (10) days written notice.

4.4. **Insolvency.** In the event RRC files a voluntary petition in bankruptcy or makes an assignment for the benefit of creditors or otherwise seeks relief from creditors under any federal or state bankruptcy, insolvency, reorganization, or moratorium statute, or is the subject of an involuntary petition in bankruptcy which is not dismissed with prejudice within sixty (60) days of its filing, the City may terminate this Agreement immediately.

- 4.5. **Prior obligations.** Termination shall have no effect upon the rights or obligations of the parties arising out of any transactions occurring prior to the effective date of such termination.
5. **Reports.** The City shall report unanticipated or pre-specified adverse events to RRC Director of Community Engagement, within twenty-four (24) hours of occurrence.
6. **Site Visits, Audit and Records.** Recovery Resource Council or any of its duly authorized representatives, upon reasonable advance notice and during normal business hours, shall have the right to conduct site visits and examine any pertinent books, documents, papers, and records of the City related to this Agreement. This does not include PHI maintained by the City except as provided for in Paragraph 2.1, or any personal/personnel information related to a Medic except as it relates to wages paid to that Medic and reimbursed by RRC for their participation in the Project.
7. **Qualified Service Organization/Business Associate (QSO/BA) Agreement.** For the purposes of this section, definitions of terms related to QSOs are found in 42 Code Federal Regulations (CFR) part 2, and for terms related to BAs, in 45 CFR parts 160 and 164. The parties agree that this Agreement also serves as a QSO/BA Agreement under which the City may disclose patient-identifying information as defined by 42 CFR part 2 to RRC as a QSO, and under which the City, as a Covered Entity, may disclose protected health information as defined by 45 CFR part 164 (PHI) to RRC as a BA.
8. **Confidential Information**
- 8.1. “Confidential Information” means information directly pertaining to the project that RCC has notified the City that it wishes to maintain in confidence and as proprietary.
- 8.2. Unless otherwise required by the Public Information Act, court order, or other law, the City agrees not to disclose Confidential Information regarding the Project to any other person and to use at least the same degree of care to maintain the Confidential Information as the City uses in maintaining its own confidential information, and always with at least a reasonable degree of care.
- 8.3. Unless otherwise required by the Public Information Act, court order, or other law, the City agrees to use the Confidential Information only for the Project and to restrict disclosure of the Confidential Information solely to its employees having a need to know such Confidential Information to accomplish the Project.
9. **HIPAA.** The City shall be responsible for compliance with applicable HIPAA regulations. The City shall collect, use, and disclose the Protected Health Information (as defined in the HIPAA regulations) of any Project research participant only as allowed by the informed consent or other authorization obtained from the Project participant, unless otherwise permitted by law.
- 9.1. All Project records shall be treated as confidential and must be stored in a secure area or medium. Project records will be retained by the City for at least three (3) years following Project completion unless a longer period is required by State or Federal records retention laws.
- 9.2. The parties will execute the Business Associate Agreement (“BAA”) attached hereto as “Exhibit A.” In the event of a conflict between this Agreement and the BAA regarding Protected Health Information, the provisions of the BAA shall control.

10. **General Indemnity.** The Parties expressly agree that they are not required to defend, indemnify and hold harmless the other Party and its officers, directors, shareholders, partners, employees, agents from any and all threatened or actual claims, proceedings, losses, damages, fines, penalties, liabilities, costs and expenses of any nature, including attorneys' fees and court costs sustained or incurred by or asserted against the other party arising from the party's own breach of this agreement in any material respect or (ii) the party's own conduct in connection with the performance of this Agreement that constitutes gross negligence, fraud, willful misconduct or a knowing violation of law. Nothing in the provision shall otherwise limit or waive any defense or immunity otherwise available to the City or its agents and employees as a governmental entity.
11. **Designation of Liaison.** To assist with implementation of this Agreement, the City shall designate one liaison for matters related to the performance of this Agreement. The City shall also designate one Accounting/ Finance liaison to meet with Recovery Resource Council's Director of Finance or Lead Accountant as needed.
12. **No Assignment.** Neither this Agreement nor any duties or obligations under it shall be assignable by either party without the prior written consent of the other party. In the event of an assignment by either party to which the other party has consented, the assignee or the assignee's legal representative shall agree in writing to assume, perform, and be bound by all the covenants, obligations and agreements contained in this Agreement.
13. **No Partnership.** This Agreement does not nor is it intended to create a partnership between the City and RRC.
14. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties on the subject matter and supersedes any prior understanding or written or oral agreements between the parties respecting the subject matter of this Agreement.
15. **Amendment.** This Agreement may be only amended by a written instrument signed by both parties designated representative.
16. **Notices.** Any notice required to be given pursuant to this Agreement shall be in writing and shall be sent by certified mail, registered mail, e-mail, facsimile, or hand delivery to the parties at the addresses set forth below:

CITY OF DENTON, TEXAS:

Kenneth Hedges, Fire Chief (or his designee or successor)
Denton Fire Department
332 E. Hickory Street
Denton, Texas 76201
kenneth.hedges@cityofdenton.com

RRC: Eric R. Niedermayer, CEO
Recovery Resource Council
306 North Loop 288
Denton, Texas 76209
e.niedermayer@recoverycouncil.org


Parties Bound. This Agreement shall be binding upon and inure to the benefit of the parties and their respective legal representatives, permitted assigns, and successors.

17. **Legal Construction.** In case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this Agreement and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.
18. **Attorneys' Fees.** If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and expenses in addition to any other relief to which it may be entitled.
19. **Multiple Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original for all purposes.

EXECUTED to be effective as of the _____ Day of _____, 2022.

For the City of Denton

By: Sarah Hensley, City Manager



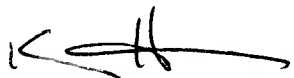
Date 7/25/22

For Recovery Resource Council

By: Em R. [Signature] here

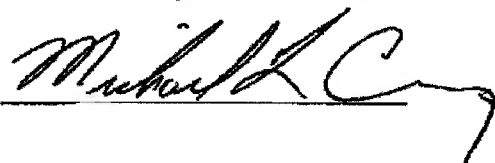
Date 7/5/2022

By: Kenneth Hedges, Fire Chief



Date 7-26-22

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

By: 

THIS AGREEMENT HAS BEEN BOTH REVIEWED AND APPROVED as to financial and operational obligations and business terms.	
	Signature
Fire Chief	Title
Fire	Department
Date Signed: _____	

Exhibit B

Payment Schedule

A monthly expenditure report is due to Recovery Resource Council by the 10th of each month.

Resource Recovery Council/_____ Project _____										
3-Year Budget										
Year 1										
	Rate	#	Reg. Hours	Regular Wages	Overtime Rate	Overtime Hours	Overtime Wages	Total Wages	Benefit %	
EMT/Paramedic	\$			\$	\$		\$	\$		\$
Staff Education/CE Time	\$			\$	\$		\$	\$		\$
Vehicle/Equipment/Uniforms										\$
Medical Supplies										\$
I/T & Data Systems										\$
Sub-Total										\$
Admin/Sponsor Overhead @ 10%										\$
Year 1 Total										\$
Year 2										
	Rate		Reg. Hours	Regular Wages	Overtime Rate	Overtime Hours	Overtime Wages	Total Wages	Benefit %	Total Cost
EMT/Paramedic	\$			\$	\$		\$	\$		\$
Staff Education/CE Time	\$			\$	\$		\$	\$		\$
Vehicle/Equipment/Uniforms										\$
Medical Supplies										\$
I/T & Data Systems										\$
Sub-Total										\$
Admin/Sponsor Overhead @ 10%										\$
Year 2 Total										\$
Hours										
Year 3										
	\$ Rate		Reg. Hours	\$ Regular Wages	Overtime Rate	Overtime Hours	\$ Overtime Wages	Total Wages	Benefit %	Total Cost
EMT/Paramedic	\$			\$	\$		\$	\$		\$
Staff Education/CE Time	\$			\$	\$		\$	\$		\$
Vehicle/Equipment/Uniforms										\$
Medical Supplies										\$
I/T & Data Systems										\$
Sub-Total										\$
Admin/Sponsor Overhead @ 10%										\$
Year 3 Total										\$
3 Year Project Total										
										\$