




TOWN OF GRANBY

MEMORANDUM

DATE: December 31, 2024

TO: The Granby Board of Selectmen

FROM: Mike Walsh, Granby Town Manager 

REGARDING: Community Law Enforcement Addiction Recovery Program (CLEAR)

It is well-established that drug use and addiction is a major problem that impacts all of us on multiple levels; individuals, families and communities bear the many ill-effects that it has on our safety, health and the economy. The alarming reality of the heroin/opiate epidemic has created an urgent need to work together to reverse these trends.

The Community Law Enforcement Addiction Recovery Program (CLEAR) was created to address this problem. The mission of CLEAR is to form a collaborative network of professionals in our community who will facilitate medical intervention, improved access to treatment and recovery support for those struggling with drug addiction who seek assistance, without fear of arrest or prosecution, in order to make a positive difference in the quality of life for individuals, families and our entire community.

How can we fund this program? After years of litigation, major opioid manufacturers and distributors have begun paying \$600 million in settlement funds to Connecticut over the next 20 years. Those funds are intended to be allocated in ways that prevent future opioid deaths. The Town of Granby's share of this settlement is \$30,000 per year. We have already received \$72,000 over the last 30 months.

In light of the addiction issue and the settlement funding to be programed, Police Chief Scott Sansom, Social Services Director Sandy Yost, and I support the Town of Granby's entrance into the CLEAR Program, and respectfully request your support of the attached MOU with McCall Behavioral Health Network, as well as the attached resolution in support of this regional approach to addiction and recovery.

A motion to consider is presented below.

Proposed Motion:

I move that the Board of Selectmen approve the attached Memorandum of Understanding with McCall Behavioral Health Network, the attached program resolution including any related documents, and we further approve of the use of Opioid Settlement Funds not to exceed \$28,000 in any fiscal year, in order to establish the Regional CLEAR Program in the Town of Granby.

Opioid Addiction Task Force Response Program Resolution
CLEAR Regionalization Effort
For the Fiscal Year Ending June 30, 2025 and Beyond

WHEREAS the towns under the Farmington Valley Health District including the Towns of Avon, Canton, East Granby, Granby, Farmington, and Simsbury have a common interest identifying gaps in existing community support for substance use/misuse; identifying best practices for addressing gaps; and identifying efficiencies and economy of scale; and

WHEREAS the problem of addiction and substance abuse affects all towns in the region with the impacts including negative citizen health, breakdown of family structures and relationships, and higher Police responses; and

WHEREAS a regional approach developed includes expertise beyond what any one town could build independently, maximizes use of existing town supported wrap around services, increases opportunities for future funding, and boosts efficiency of each participating town; and

WHEREAS through the settlement of opioid related litigation, the forementioned towns receive annually a sum related to the National Opioid Settlements until the year 2039; and

WHEREAS the CLEAR program has been identified to increase connections to care for people with substance use disorder, to create cohesive and collaborative response, to ensure continuity of care and wrap around supports, and to integrate data platforms to bridge the gap between law enforcement and support teams; and

WHEREAS the CLEAR program allows responders to share information via data systems on overdoses or substance use, assigns a team of law enforcement and outreach workers to conduct a visit within 24 hours, and provides ongoing support, referral and resources to individual and their families by outreach workers; and

WHEREAS the CLEAR program invites participating Towns to commit their allocated opioid settlement funds in support of the regional cooperative initiative each member Town will abide by and adhere to the contract between its town and McCall Behavioral Health Network.

NOW, THEREFORE, BE IT RESOLVED the Board of Selectmen of the Town of Granby, acting through its Town Manager, Police Chief, and Community Services Director hereby authorizes the execution of such participation MOU and any other related documents to allow regional towns to enter into and execute a funding agreement as necessary for CLEAR, including an annual commitment of Opioid settlement payments not to exceed \$28,000 in support of standing this program up for the benefit of the Town of Granby.

**Memorandum of Understanding between
McCall Behavioral Health Network
And Town of Granby**

McCall Behavioral Health Network (McCall) and Town of Granby hereby enter this Memorandum of Understanding ("MOU") effective as of January 7, 2024 to establish a collaborative relationship for the purpose of developing a service delivery partnership through the Community and Law Enforcement for Addiction Recovery (CLEAR) Initiative to assist people living with substance use disorders (SUD), their families, and the community.

I. Scope of Work

This MOU establishes a collaborative partnership between behavioral healthcare providers and law enforcement to conduct proactive and follow-up engagement for people with a substance use disorder and impacted families. This partnership, hereinafter referred to as the CLEAR Initiative, is designed to:

1. Conduct outreach to individuals following an overdose or SUD-related interaction with law enforcement to provide a warm hand-off to support.
2. Facilitate access to recovery support, harm reduction, and treatment.
3. Provide support for families and loved ones.
4. Provide reentry support for people returning from incarceration to the community who have a substance use disorder.
5. Collaborate with local and statewide agencies to develop best practices.

Parties will establish cross-agency "Outreach Teams", which will consist of at least one each of the following: community engagement specialist, one family recovery coach, and one CLEAR trained police officer. Other agencies, through separate agreements, may participate in the outreach teams as needed, including Mobile Crisis or Behavioral Health Unit members.

II. Program Structure

McCall Behavioral Health Network will commit to the following activities:

1. Serve as lead agency and fiscal agent
 - a. Local oversight of program operations
 - b. Ensure compliance with grant or funding requirements
 - c. Maintain program data and track progress
2. Act as behavioral health partner in Outreach Team
 - a. Provide personnel, including the Community Engagement Specialist and Family Recovery Coach for the team
 - b. Participate in the initial engagement attempt within 24-36 hours following a referral
 - c. Conduct ongoing follow-up and provide recovery support and resources to individuals and families referred to the outreach team

Police Department will commit to the following activities:

1. Act as law enforcement partner in Outreach Team
 - a. Make referrals of individuals to the Outreach Team following an overdose incident or other engagement where substance use disorder is present, within 24 hours of the interaction or incident, through the Cordata Community Referral Solution
 - b. Assign outreach officers to be CLEAR trained through the Deflection Academy, as necessary to ensure adequate coverage to meet program goals
 - d. Participate in the initial engagement attempt within 24-36 hours following a referral

Both parties will commit to the following activities:

1. Appoint designated contacts to facilitate program communication and activities
2. Collaborate on timelines for program updates and milestones
3. Participate in annual Performance Management Adherence Tool (PMAT) to measure CLEAR initiative progress, performance, strengths, and areas of improvement for the collaboration
4. Participate in regular program meetings to discuss program progress, successes, needs, and next steps
5. Provide regular updates and data to support local efforts to addressing and preventing substance use disorders and overdoses.

III. Outreach Team Function

Central to the CLEAR Initiative is a collaborative Outreach Team. The team's primary function is to conduct home outreach visits following an overdose or law enforcement engagement within 24-36 hours of an incident occurring. The goal of the visit is to connect individuals through referrals to behavioral health partners to deflect the individual away from the criminal justice system and connect them with support and treatment.

In furtherance of these goals, the parties hereby agree to operate the Outreach Team following the guidelines listed hereafter:

1. Overdose incidents, other SUD-related interactions, and people whom the referring party is concerned for their wellbeing, will be identified and relevant information for referral will be documented in the Cordata Community Referral Solution following the incident or interaction.
2. Before initiating a follow-up visit, the involved law enforcement agency will conduct an inquiry into any active arrest warrants for the identified individual.
 - a. If active warrants exist, local law enforcement protocols will be followed, including potential arrest by the appropriate department.

- b. Outreach Team members will not participate in arrests or enforcement actions and they should not be conducted as a part of the follow-up engagement unless exigent situations warrant it.
 - c. Arrested individuals will still be offered referrals to services and outreach in accordance with court procedures.
 - d. To maintain the program's credibility, the Outreach Team will operate separately from traditional law enforcement activities or action, such as not using outreach as a tool for investigation.
- 3. Within 24-36 hours (or as soon as possible) following a referral the Outreach Team will conduct a follow-up visit at the location of the incident. The team will provide referrals for services to the person who experienced the overdose or SUD-related incident, as well as family members, loved ones, or other associated individuals.
 - a. Prior to conducting the follow-up visit, the Outreach Team will develop a plan to ensure safety, thorough review, and adherence to protocols and policy.
- 4. When conducting follow-up visits or proactive outreach, the Outreach Team will assist individuals who accept support. Support may include but is not limited to:
 - a. A follow-up appointment to work with the CLEAR personnel for recovery support
 - b. Disseminate naloxone and overdose prevention training
 - c. Provide access to harm reduction resources
 - d. Facilitate referrals and access to treatment
 - e. Provide family recovery coaching
 - f. Connect individuals to social services and other supports for their well-being

IV. Assurances

Each party hereby assures and represents that they:

- 1. Agrees to be bound by every statement and assurance made by the Lead Agency and/or its designated board
- 2. has all requisite power and authority to execute this MOU.
- 3. Is familiar with the group's commitment to working collaboratively to meet the responsibilities specified in this MOU to ensure the CLEAR Initiative's success.
- 4. Will comply with all the terms of MOU, including terms of grants if awarded, as well as laws and regulations applicable to the collaborative, and the applicable provisions.

V. Modifications

- 1. Consistent with the Lead Agency's responsibility to implement the CLEAR Initiative, this MOU may be amended only by written agreement signed by all parties.
- 2. Parties may request changes to this MOU after it is executed.
- 3. Modifications of this MOU do not relieve members of the group from implementing the content of the original MOU; therefore, any modification must be approved by all parties.

4. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by both parties will be incorporated by written instrument, and effective when executed and signed by each party.

VI. Confidentiality

Parties will safeguard protected information in agreement with federal and state law, rules, and regulations, including, but not limited to the Health Insurance Portability and Accountability (HIPAA) Act of 1996 and its implementing regulations, as amended as well as 42 CFR Part 2, regarding the privacy rights of individuals and/or their families that the outreach teams have received referrals for or are providing services described under this agreement. For purposes of patient confidentiality, the outreach team and/or representatives of CLEAR will not request any patient information from health care partners. Healthcare partners will receive the incident information through a secure, database notification system.

Hold Harmless, indemnification and Insurance. Parties will to the extent permitted by law, indemnify, defend, and hold harmless one another including their respective board of trustees or directors, officers, agents, and employees from and against any and all claims, costs, demands, expenses (including attorney's fees), losses, damages, injuries, and liabilities arising from any accident, death, or injury whatsoever, however, caused to any person or property, because of, arising out of, or related to the active negligence of the other(s). Such indemnity will survive this MOU. Parties will be responsible for their acts and omissions and will be liable for the expense related to that portion of any and all claims, liabilities, injuries, suits, and demands and expenses of all kinds resulting or arising out of any alleged malfeasance or neglect caused or alleged to have been caused by said Party, its trustees, directors, officers, employees or agents in the performance or omission of any act or the responsibility of said Party under this MOU. If a claim is made against any Party, the Parties will cooperate with one another in the defense of said claim and to cause their respective insurers to do likewise. Parties will, however, retain the right to take any and all actions necessary to protect their respective interests.

Non-Financial Obligation. Nothing in this MOU will obligate Parties to transfer any funds. Any obligation of funding among Parties under this MOU must be executed under a separate agreement(s).

VII. Effective Date, Duration, and Termination

This MOU will remain in effect from the date of signature until terminated by the Parties. Any Party to this MOU may terminate their performance under this MOU at any time and for any reason by delivering to the remaining Parties written termination notice at least 30 days before

the termination is effective. In such an event, all non-terminating Parties shall remain bound to the MOU.

VIII. Authorized Representatives and Signatures

By signing below, Parties certify through their corresponding, duly authorized officials this MOU will be effective upon signature and mutually approved. The aforementioned will be known individually as a "Party" or collectively as "Parties" to this collaboration.

Maria Coutant Skinner, LCSW
President and CEO
McCall Behavioral Health Network

Mike Walsh
Granby Town Manager

Scott Sansom
Granby Police Chief

Sandra Yost
Granby Director of Community Services