IMPACT STATEMENT

Legislation title: * Authorize Intergovernmental Agreement with Multnomah County for Community Healthcare Assessment Team Pilot (Ordinance; Contract No. 30004894)

Contact name:Ken Burns, EMS Deputy ChiefContact phone:3-3885Presenter name:Ken Burns

Purpose of proposed legislation and background information:

- This Intergovernmental Agreement is being proposed to create and operate the Community Healthcare Assessment Team (CHAT) Pilot with Multnomah County to connect high frequency callers to the right care at the right time and place.
- This is needed to alleviate some of the repeat High Utilizer Group (HUG) non-emergency calls through the 9-1-1 system.
- One PF&R paramedic would be paired with one County licensed clinical social worker, and together they would make contact with prioritized HUG clients to assist with care coordination that would alleviate the need for the client to continue to call 9-1-1 for non-emergency services.
- This action does not change City Policy.

Financial and budgetary impacts:

- This will require ratification by the Local 43 International Fire Fighters' Association.
- The City recently awarded and appropriated \$150,000 in innovation funds to PF&R to create this program.
- The City will pay up to \$60,000 to Multnomah County to help cover the payroll costs of the licensed clinical social workers. This is a not-to-exceed amount, therefore PF&R has a high level of confidence in the project.
- This legislation neither creates, eliminates nor re-classifies positions now or in the future.
- One full-time paramedic will be assigned to participate in this project.
- This legislation will authorize the CHAT IGA with Multnomah County. In addition, PF&R will designate one existing work space, computer and Internet access for this program.

Community impacts and community involvement:

- This legislation will impact the entire community, including but not limited to Medicaid recipients, low-income, and under-served populations by attempting to help coordinate their care with both medical and non-medical providers helping them to obtain the right assistance, at the right time and right place.
- This legislation has a city-wide impact.

Budgetary Impact Worksheet

Does this action change appropriations?

YES: Please complete the information below. **NO**: Skip this section

INTERGOVERNMENTAL AGREEMENT Community Healthcare Assessment Team Pilot Project

This is an Agreement between the City of Portland, Bureau of Fire & Rescue (PF&R) and the Multnomah County Tri-County 911 Service Coordination Program (County).

PURPOSE

PF&R's Community Healthcare Assessment Team (CHAT) is a pilot project aimed at connecting the High Utilizer Group (HUG) of 9-1-1 medical callers to the right care, at the right place and time. The goal of the project is to assess the needs of HUG clients and connect them to the appropriate, non-emergency resource(s).

The parties agree as follows:

1. Term

The term of this agreement shall be from January 1, 2016 to June 30, 2016.

2. Program Scope and Key Functions:

- 2.1. CHAT shall be a team composed of a paramedic from PF&R and a Licensed Clinical Social Worker (LCSW) from County.
- 2.2. CHAT will serve Multnomah County residents within PF&R's response area who frequently call 9-1-1 for emergency medical response when other health and social services would more appropriately serve their needs.
- 2.3. Key CHAT functions shall include the following:
 - 2.3.1.Outreach and care coordination to clients on PF&R's HUG list.
 - 2.3.2.Outreach and care coordination to a select group of PF&R's Alternative Destination and Transportation II Pilot Program (ADAT II) clients.
 - 2.3.3.On-scene response to PF&R clients with no acute medical issue who have not been transported.
 - 2.3.4. Outreach and care coordination to other clients identified by PF&R and/or County.

3. Outreach and Care Coordination:

- 3.1. CHAT will review the PF&R's HUG list and consult and prioritize individuals for outreach and short-term care coordination.
- 3.2. Those not currently being served by TC911 will be prioritized for outreach and short term care coordination. Individuals waiting to be served by TC911 (e.g. those on the wait list) may be served under this pilot. Clients with known or significant safety issues may be declined for service during this pilot.
- 3.3. CHAT will review all available records in advance of outreach to determine medical, behavioral, social, safety, and/or other clinical needs. Examples of data systems include PF&R's records, County's Epic electronic health records, State of Oregon Medicaid Management Information System (MMIS), County's Aging, Disability and Veterans Services Division systems, and Evolv, the electronic health record system for County's Mental Health and Addiction Services Division.
- 3.4. CHAT will develop a pre-plan for expected gaps in care before outreach occurs. Resources and information will be compiled to best meet client's anticipated needs.
- 3.5. CHAT will pro-actively outreach to prioritized clients in person or by phone initially.
- 3.6. CHAT will describe the scope of the pilot and duration of involvement with any potential

City Contract No: 30004894

clients.

- 3.7. CHAT will conduct an initial assessment of client needs. A copy of the "Self-Assessment of Needs" form is attached to this Agreement as Exhibit 1.
- 3.8. CHAT will develop a goal and action plan with client. One copy of the action plan will stay with the CHAT team and the other will be given to the client. A copy of the "Goal and Action Planning Worksheet" is attached to this Agreement as Exhibit 2.
- 3.9. CHAT will provide necessary resource and referral information and attempt to set up a follow up appointment.
- 3.10. County LCSW will focus on non-medical client needs, such as social, behavioral, and mental health-related concerns. PF&R Paramedic will focus on medical needs. CHAT will assist with medical access and coordination such as linking clients to a medical clinic, getting durable medical equipment, obtaining health insurance, review of medication directions, assistance with medication refills, etc.
- 3.11. CHAT intervention may be as brief as one visit or cover a period up to three months, depending on client acuity and date of engagement.
- 3.12. The number of clients served will be monitored and based on CHAT capacity.
- 3.13. CHAT will determine when to stop taking new cases.
- 3.14. CHAT will review all active cases at daily meetings to assure the best clinical care is offered.
- 3.15. For each closed case, CHAT shall document the reason for closure.
- 3.16. CHAT will participate in weekly group clinical consultation and one-on-one trauma-informed clinical support to provide highest quality care and support to clients.

4. Response to Those With No Acute Medical Issue Who Have Not Been Transported

- 4.1. CHAT response to an incident with responders already on scene is a secondary intervention and shall be available only when CHAT is not engaged in any of the above activities.
- 4.2. The purpose of on-scene response is to conduct a social or environmental assessment of clients left on-scene following a 9-1-1 response which did not result in transport.
- 4.3. CHAT will not be dispatched by BOEC.
- 4.4. The following clients may be appropriate for CHAT response:
 - 4.4.1.Public assist only callers.
 - 4.4.2. Clients with no or lower acuity medical need.
 - 4.4.3.Clients with non-crisis behavioral health issues (e.g. anxiety).
 - 4.4.4.Clients not having an acute medical need, who are poorly managing their chronic condition(s) and who have refused transport.
 - 4.4.5.Substance-dependent clients who have periods of sobriety or non-impairment.
- 4.5. The following clients shall be excluded from CHAT response
 - 4.5.1.Clients who are actively suicidal or homicidal. In this case, Project Respond should be deployed.
 - 4.5.2.Clients who have an ongoing life threatening or significant medical issue and have refused medical intervention.
 - 4.5.3.Clients who are actively impaired by alcohol or other substances. When appropriate, Central City Concern Hooper Inebriate Emergency Response Service (CHIERS) should be called for sobering services.

5. <u>County Responsibilities</u>

5.1. County shall provide a LCSW to PF&R's CHAT project for 38 hours per work week. In accordance with County's AFSCME Local 88 union contract, County's LCSW shall receive a 15-minute break each morning and afternoon (included in the 38-hour total) and a 30-minute meal break each day (excluded from the 38-hour total).

- 5.1.1.Except for recognized PF&R/County holidays, County LSCW shall report to PF&R's EMS Office, 4800 NE 122nd Ave, on Tuesdays, Thursdays and Fridays from 8:00 am-6:30 pm and Wednesdays from 8:00 am-12:30 pm.
- 5.1.2.County LCSW shall report to County EMS office on Wednesdays from 1:30-5:30 for individual and team-based clinical supervision.
- 5.1.3.County LCSW shall end direct work with CHAT clients at 5:00 pm on Tuesdays, Thursdays and Fridays and 12:00 noon on Wednesdays.
- 5.1.4.County LCSW hours shall include time to search data systems, conduct clinical assessment, complete all necessary documentation, and coordinate care with other providers.
- 5.2. County LCSW shall reach out to each client's existing providers (e.g. care coordinators, primary care providers, mental health staff, aging and disability case managers) to consult and coordinate client care as appropriate.
- 5.3. County LCSW shall document all client encounters in County's electronic health record system (Epic) for clinical management and reporting purposes. To document encounters, County LCSW will need, at minimum, client name and date of birth.
- 5.4. Upon receipt of clinical records for CHAT clients, County LCSW shall scan them into Epic in accordance with County policies.
- 5.5. County shall report the following aggregate data to PF&R by the 15th of the month for services provided during the previous month:
 - 5.5.1.Number of unduplicated CHAT clients encountered;
 - 5.5.2.Number of total encounters or "touches" with clients;
 - 5.5.3.Number of clients who refused or declined pilot or assistance;
 - 5.5.4.Referrals and linkages made.
- 5.6. County shall provide phone service for LCSW.

6. **PF&R Responsibilities**

- 6.1. PF&R shall provide a licensed paramedic to work with County LCSW on CHAT pilot project.
- 6.2. PF&R shall provide PF&R records to assist CHAT staff with prioritization and care management.
- 6.3. PF&R shall provide and manage the ADAT II referral list.
- 6.4. PF&R shall provide and manage the HUG frequent caller list.
- 6.5. PF&R shall coordinate communication with PF&R staff providing client referrals.
- 6.6. PF&R shall provide medical assessment of CHAT clients.
- 6.7. PF&R shall provide an office workstation for County LCSW, including office supplies and internet but excluding phone.
- 6.8. PF&R shall provide and maintain a vehicle for the CHAT project.

7. Joint Responsibilities

Both parties will:

- 7.1. Strive to assure that approximately 70% of cases are successfully closed. Successfully closed is defined as closed due to "goals met" or "linkages made."
- 7.2. Assess safety on scene and respond accordingly.
- 7.3. End contact when another resource is determined to be more appropriate, including but not limited to police, ambulance, and crisis response.
- 7.4. Request EMS Medical Director or other relevant consultation or guidance on complex cases, as appropriate.
- 7.5. Provide strategic planning support regarding further EMS innovations.

8. Payment

- 8.1. PF&R shall reimburse County a maximum of \$60,000 for actual expenses incurred in providing the services set forth in this Agreement.
- 8.2. County shall submit to PF&R a line-item expenditure report detailing actual expenses by July 31, 2016.

9. No Transfer of Employer Designation

The parties agree that while performing any portion of the work described in this Agreement each employee shall remain, for all intents, purposes and issues of liability, the employee of their originating employer. Each originating employer shall remain obligated for that employee's benefits, of any nature, and all federal and state employment tax obligations as if that employee were performing the listed functions for its originating employer. All work shall be performed without interference or other direction from the party being assisted. The intent of this paragraph is to avoid creation of a "borrowed employee" situation as the party's employees perform the functions laid out in this Agreement.

10. Oregon Tort Liability Act

The parties are subject to the provisions of ORS 30.260 through 30.300 for its tort liabilities, including personal injury and property damage. The limits of liability of local public bodies for personal injury and death are established by ORS 30.272.

11. Indemnification

To the fullest extent permitted by law, each party will indemnify, defend, and hold harmless the other party, its officers, employees and agents from any and all claims, losses, damages, attorney fees, costs and liabilities arising out of the acts or omissions of its employees to the extent permitted by Oregon law. Subject to the conditions and limitations of the Oregon Constitution, Article XI, Section 9, and the Oregon Tort Claims Act (30.260 to 30.300)

12. Notices regarding the agreement

Any notice required by this agreement shall be sent by the parties to the addresses below.

For the County	For PF&R
Joanne Fuller, Director	Ken Burns
Multnomah County Health Department	EMS Deputy Chief
426 SW Stark St, 8 th Floor	4800 NE 122 nd Ave
Portland, OR 97204	Portland, OR 97230

13. Termination

This agreement may be terminated by either party upon 30 days written notice to the parties in the above paragraph.

14. Insurance

Each party is a self-insured public entity and as such may issue a certificate of self-insurance if requested by the other party. Standard insurances required include Workers' Compensation or equivalent, Automobile liability and Professional Standards; Malpractice Insurance. Each party represents and warrants that the employees are duly licensed, in the State of Oregon, and that the professional services provided this Agreement shall be provided at all times in accordance with the applicable ethical standards, laws and regulations applying to the paramedic and licensed clinical social worker professions. Each party agrees the employees will maintain their licenses and registrations as current during the term of this Agreement. The employees are covered by their respective employer's insurance plan, while providing services under this Agreement.

15. Adherence to the Law

Each party shall comply with the federal, state and local laws and ordinances applicable to this Agreement.

16. Nondiscrimination

Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.

17. Access to Records

Each party shall have access to the books, documents and other records of the other which are related to this agreement for the purpose of examination, copying and audit, unless otherwise limited by law. Any demand for the same will be honored within 15 days of the same unless otherwise agreed by the Parties or prohibited by law.

18. Subcontracts and Assignment

Neither party will subcontract or assign any part of this agreement without the written consent of the other party.

19. Amendment

This Agreement may only be amended by written agreement between the parties and if such amendment should increase the liability of either party such approval shall be through their governing bodies.

20. Electronic signatures

This agreement may be signed in two (2) or more counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same Agreement.

The parties agree that PF&R and County may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

21. Dispute Resolution

All disputes between the Parties will be resolved under Oregon law and in the Circuit Court of ` Multnomah County, Oregon.

22. This is the Entire Agreement

This Agreement constitutes the entire Agreement between the parties.

23. Effect of Void Section

Should any court find that one section of this Agreement is void, if the remainder of the Agreement can still be enforced that finding shall not void the remainder of this Agreement.

SIGNATURE PAGE TO FOLLOW:

Signatures

Multnomah County, Oregon	City of Portland, Oregon
By: Department Director or Designee	By: Commissioner Dan Saltzman
Date:	Date:
County Attorney for Multnomah County	Approved as to form: APPROVED AS TO FORM
By: Assistant County Attorney	By: Might Mit Martin Martin Reaver Git A Attrone VEY 12/24/15
Date:	



Tri-County 911 Service Coordination Program Emergency Medical Services



Self- Assessment of Needs

Please tell us what you need or want help with. We will use this information to learn more about your concerns and determine how we can help.

Name:	Date:	

Circle ALL the things you need/want help with?

Food	Housing/Shelter	Alcohol Use	Finding a doctor
Drug Use	Mental Health	Dental	Income/Finances
Transportation	Vision/Hearing	Health Issues	Managing stress
Utility/Bill Pay	Medications	Employment	Medical supplies
Depression	Identification (ID)	Clothing	Relationships (family, kids)
Counseling	Social activities	Safety	Legal
Anxiety	Other:	Other:	Other:

From the list above, what <u>1 to 2 things</u> do you want to <u>work on first</u>?

1:_____ 2:____

EXHIBIT 1



Tri-County 911 Service Coordination Program GOAL AND ACTION PLANNING WORKSHEET

A <u>goal i</u>s a long term vision, like having food security. An <u>action step</u> is what we do to reach the goal, like applying for food stamps.



Public Health MYPGOAL 18: or Protect.

ACTION STEPS Action steps need to be SPECIFIC, MEASURABLE, and REALISTIC. You should feel CONFIDENT you can do them. Steps must detail WHAT will be done, HOW, potential BARRIERS, and PROBLEM-SOLVING ideas.						
will		By when?	TC911 staff will		By when?	
	×				2	
		5- 				
		*				

ORDINANCE No.

Referred to Commissioner of Public Affairs.

* Authorize Intergovernmental Agreement with Multnomah County for Community Healthcare Assessment Team Pilot to connect high frequency callers to the right care (Ordinance; Contract No. 30004894)

The City of Portland ordains:

Section 1. The Council finds:

- 1. The City entered into Contract 50609 on December 6, 1995, with Multnomah County (County) for the provision of First Responder Medical Services and Supervising Physician Services by Ordinance 169524.
- 2. On February 23, 2010 the City passed Ordinance 183515, authorizing a new contract with County for PF&R to continue providing Emergency Medical Services (EMS).
- 3. In the intervening years, the nature of EMS calls have evolved to include multiple calls from the same users for non-emergency type services, High Utilizer Group (HUG).
- 4. Both the City and County have an interest in improving the use of EMS resources.
- 5. The County currently participates in a program called Tri-County 911 Services Coordination Program (TC911) which employs licensed clinical social workers to provide care coordination services to Medicaid participants who have frequent contact with ambulance and/or fire agencies in Multnomah, Clackamas and Washington counties.
- 6. The City would like to enter into a pilot program with County using City Innovation Funds whereby one Portland Fire & Rescue paramedic is paired with one County licensed clinical social worker that together would reach out to HUG callers to try to help them connect to the right care, at the right place and time.
- 7. The pilot program would be the Community Healthcare Assessment Team (CHAT).
- 8. The attached Intergovernmental Agreement contains the basic information for the CHAT pilot.

NOW, THEREFORE, the Council directs:

a. The Commissioner-in-Charge is authorized to execute an agreement with Multnomah County in a form substantially in accordance with the agreement attached as Exhibit A. Section 2. The Council declares that an emergency exists because it is imperative to attempt to take some of the stress off the current EMS system; therefore, this ordinance shall be in force and effect from and after its passage by the Council.

Passed by the Council:

Commissioner Dan Saltzman Prepared by: Carol Ann Boucher Date Prepared: December 22, 2015

Mary Hull Caballero

Auditor of the City of Portland By

Deputy

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Agenda No. ORDINANCE NO. Title

* Authorize Intergovernmental Agreement with Multnomah County for Community Healthcare Assessment Team Pilot₁ (Ordinance; Contract No. 30004894)

to connect high frequency callers to the right care



FOUR-FIFTHS AGENDA	COMMISSIONERS VOTED AS FOLLOWS:		
		YEAS	NAYS
1. Fritz	1. Fritz		
2. Fish	2. Fish		
3. Saltzman	3. Saltzman		
4. Novick	4. Novick		
Hales	Hales		
	1. Fritz 2. Fish 3. Saltzman 4. Novick	AS FOLLOWS:1. Fritz2. Fish3. Saltzman4. Novick	AS FOLLOWS: 1. Fritz 2. Fish 3. Saltzman 4. Novick