

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A PARTICIPATION AGREEMENT BETWEEN THE CITY OF AVON LAKE AND LORAIN COUNTY PUBLIC HEALTH FOR THE DISTRIBUTION OF NARCAN KITS AND DECLARING AN EMERGENCY.

WHEREAS, the Lorain County Public Health has implemented the Project DAWN program that partners with agencies who will distribute naloxone and provide the community with overdose education and training to prevent opioid overdoses and promote harm reduction; and

WHEREAS, the Fire Chief, on behalf of the City of Avon Lake, desires to partner with the Lorain County Public Health in the Project Dawn program and designate the City as a Project Dawn site.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF
THE CITY OF AVON LAKE, STATE OF OHIO:

Section No. 1: That this Council hereby authorizes the Mayor to enter into a Participation Agreement between the City of Avon Lake and the Lorain County Public Health (Exhibit A).

Section No. 2: That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees which resulted in such formal actions, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section No. 3: This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public health, safety, and welfare of the City. Therefore, this Ordinance shall be in full force and effect immediately upon its adoption and approval by the Mayor.

PASSED: 9/25/2023

/s/ Martin E. O'Donnell

President of Council

POSTED: 9/29/2023

APPROVED: 9/26/2023

ATTEST: /s/ Valerie E. Rosmarin

Clerk of Council

/s/ Gregory J. Zilka

Mayor

Participation Agreement

Lorain County Public Health
And
Avon Lake Fire Department

July 17, 2023

The Participation Agreement is required for *Avon Lake Fire Department* (hereinafter “Partner Agency”) collaborating with the *Lorain County Public Health* (hereinafter “Sub recipient”). This document shall be signed by both parties as an agreement of collaboration for use of services and materials. The following discusses both parties’ roles and responsibilities. Throughout the course of this agreement, the Subrecipient will collaborate with the Partner Agency listed above to provide the community with overdose education and distribute naloxone.

Per this agreement, the Subrecipient will:

- Supply naloxone, free of cost, to Partner Agency as long as supply is available;
- Maintaining naloxone storage and record-keeping per Ohio Revised Code and Ohio Board of Pharmacy guidelines;
- Per HIPAA, follow procedures that ensure the confidentiality and security of protected health information (PHI) for individuals that receive naloxone;
- Provide overdose education and training to Partner Agency, so that Partner Agency may personally furnish naloxone to community for secondary distribution;
- Designate Partner Agency in sub recipient’s signed naloxone protocol;
- Provide overdose education and training to community;
- Personally furnish naloxone to community for primary distribution;
- Maintain dispensing records and report numbers on Monthly Distribution Log;
- Collect and/or maintain client intake forms;
- Enter client aggregate data from the intake form into REDCap data collection system;
- Provide contact information for support and supplies:

Name/Title: Katie Pentito, MSN RN

Email: kpentito@loraincountyhealth.com

Office: (440) 322-6367 Cell: (440) 787-736

- Spike Alerts
 - Provide EpiCenter and ODMAP surveillance, verification and data investigation, validation of data, inform partners and coordinate response, coordination with MHARS
 - Summarize statistics within 24 hours
 - If data indicates a common point source or other potential correlation
 - Notify community partners
 - A media release will be drafted by LCPH in collaboration with community partners. The media release will be disseminated within 24 hours of verified anomaly. Community partners will disseminate the release through their related media channels (Facebook, News, other).
 - If data does not indicate significant correlation
 - Close the case and retain information
 - Notify MHARS Board of Lorain County

- Develop and disseminate coordinated messaging to the community
- Assess inventory of Naloxone across the county partners
- Create and share messaging templates with key partners
- Create a public facing Naloxone Locator map of community access points for naloxone that are open to the public or willing to distribute to the public during a spike alert.
- Promote local resources for treatment and recovery services
- Acquire additional Naloxone as needed
- Provide the public with action items including, but not limited to: carrying naloxone, advertising how to safely dispose of medication and store prescription medications, etc.

Per this agreement, the Partner Agency will:

- Maintain naloxone storage and record-keeping per Ohio Revised Code and Ohio Board of Pharmacy guidelines;
- Produce a signed naloxone protocol in accordance with Ohio Revised Code
- Per HIPAA, follow procedures that ensure the confidentiality and security of protected health information (PHI) for individuals that receive naloxone;
- Provide overdose education and training to community;
- Personally furnish naloxone to community for secondary distribution;
- Maintain dispensing records and forward information to Subrecipient;
- Collect and/or maintain client intake forms;
- Provide client intake forms to Subrecipient by the 5th day of each of every month.
- Provide a 24/7 contact for LCPH use:

Name: Jeremy Batsa, Fire Chief

Email: JBetsa@avonlakefire.org

Office: (440) 933-8305 Cell: (440) 653- 6016

- **Spike alerts**

- ⊖ Permit LCPH to share agency location, hours, and information on availability of naloxone
 - Permit LCPH to share agency location and information on availability of naloxone via a public facing Naloxone Locator map to be displayed on LCPH Opioids webpage.
 - Promote local resources for treatment and recovery services

It is the responsibility of both parties to keep in regular contact and work jointly to fulfill responsibilities. Should Sub recipient or Partner Agency fail to fulfill responsibilities outlined in this Participation Agreement, either party may choose to dissolve partnership. Should this occur, Sub recipient is responsible for notifying Ohio Department of Health immediately.

By signing this agreement, you are agreeing to the roles and responsibilities between Partner Agency and the Sub recipient and will do what is necessary to fulfill the roles and responsibilities of your agency.

By: _____
 Mark Adams, R.S, MPH
 Health Commissioner
 Date: _____
 Lorain County Public Health
 9880 S. Murray Ridge Road
 Elyria, Ohio 44035

By: _____
 Gregory Zilka
 Mayor of Avon Lake
 Date: _____
 Mayor's Office
 150 Avon Belden Road
 Avon Lake, Ohio 44012

By: _____
 Jeremy Betsa
 Fire Chief
 Date: _____
 Avon Lake Fire Department
 32811 Walker Road
 Avon Lake, Ohio 44012