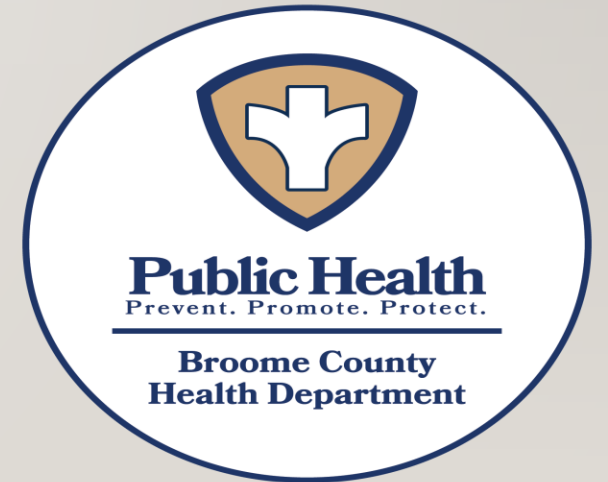


How a Local Health Department Garnered Stakeholder Support to Establish a Fatality Review Team

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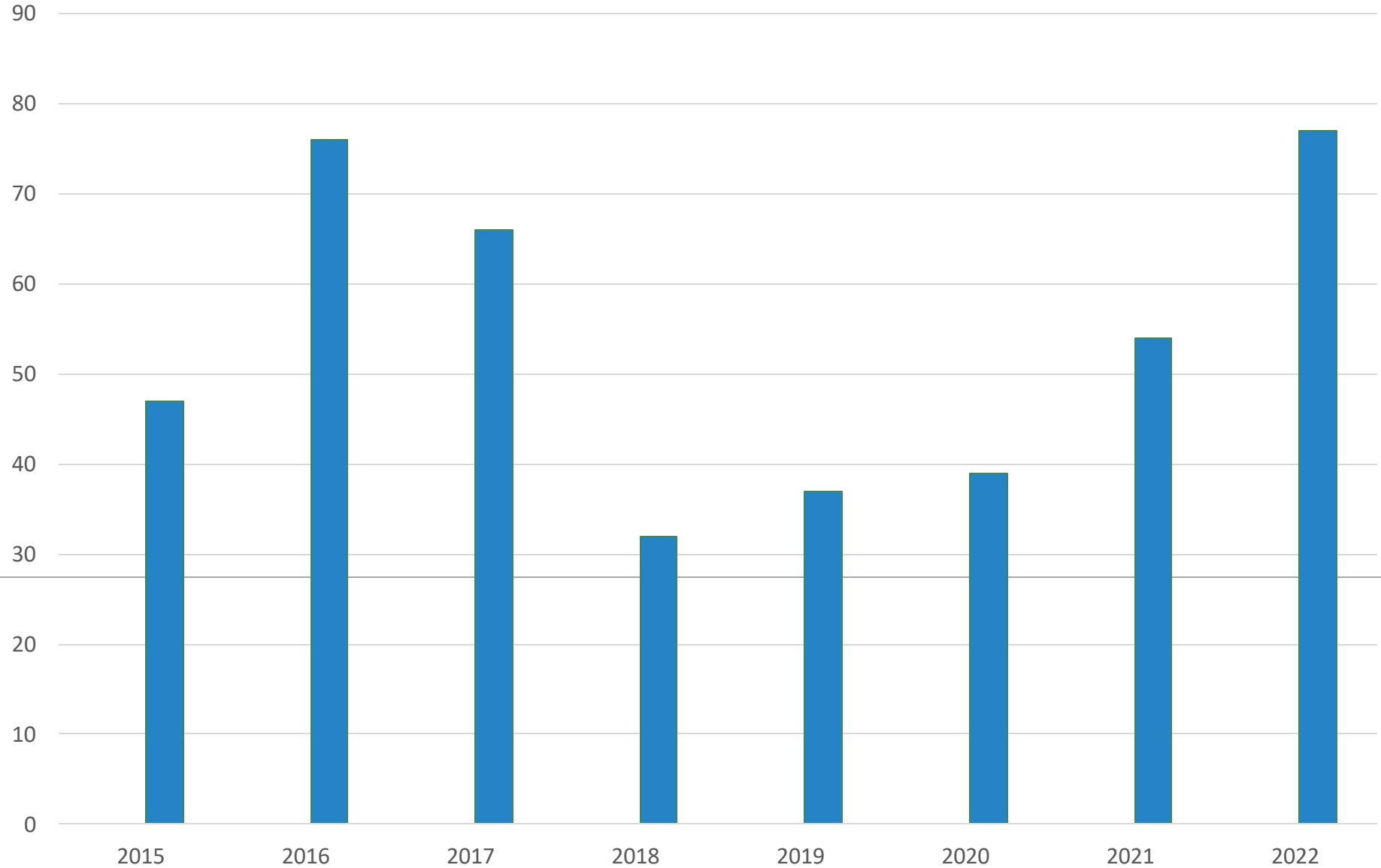
BROOME COUNTY, NY

- Broome County is located in the Southern Tier of New York
- Population of 191,659
- Primarily, the population is white and non-Hispanic
- Median income is lower than NYS and the United States
- Broome County Health Department will lead fatality review team with spring 2023 start—team will be called Accidental Injury and Death Review (AIDR)



Broome County Overdose Deaths

* Death data provided by OD Maps



WHERE WE BEGAN & HOW WE STUCK WITH IT

- CDC Opioid Overdose Data to Action grantee—had in workplan end of 2019 as an innovative project to explore communities with an established OFR
- March 2020: COVID-19 pandemic—stalled efforts but did not stop us
- 2021: Received technical assistance from COSSAP
- Fall 2022: Researched communities with established teams, found two mentor communities—NYC RxStat and Ocean County, New Jersey
- Winter 2022: Began process internally while learning from two established mentor teams

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- February 2022: NJ OFR meeting & NYC RxStat meeting – both virtually
 - Winter and Spring 2022: Began internal county process and developing timeline & documents
 - Summer 2022: Broome County Legislature approved AIDR—BIG WIN!!
 - September–November 2022: Met with all potential Broome County team partners for initial meeting to pitch AIDR
 - Winter 2023: Hire facilitator and NOF interviewer and prep for first meeting
 - April 2023: Host first meeting with all partners in the room together
 - May 2023: Investigate first case

HOW WE USED BJA OVERDOSE FATALITY REVIEW: NATIONAL STANDARDS



OFR: National Standards Self-Assessment

1. Recruit Your OFR Members

- OFR is convened by a nonpolitical, neutral agency
- Consistent participation and sharing of information by OFR members
- Limit OFR to 10 to 35 members
- Elected officials serve as guest members/observers*
- Confidentiality is essential
- Continually identify, recruit, onboard, and train new OFR members
- Identify and recruit a governing committee

2. Plan Your OFR Meeting

- Closed-meeting format
 - Consistent monthly meeting dates and times
 - Limit OFR meetings to a time frame of 90 to 120 minutes
 - Review two to four cases
 - Select cases to review based on data-driven or policy-based themes
 - Consistently have at least three essential data sources or providers
 - Identity of decedents known by members
 - Most of the work happens outside of the review meetings
 - Facilitator builds strong relationships with OFR team members
- ### 3. Facilitate Your OFR Meeting
- The facilitator is from a neutral agency and is also neutral and non-biased
 - Provide consistent, quality facilitation
 - Review and sign confidentiality agreements
 - Establish and share ground rules at each meeting
 - Update members about activities since the last meeting

- Reflect on the OFR process
- Use of person-first language by all members
- Respectful conversations by all OFR members
- Incorporate social determinants and a racial equity lens
- Encourage all members to share and ask questions
- Ask probing and clarifying questions
- Draw a timeline of decedent's information

4. Collect Your OFR Data

- Use the OFR Data System
- Assign one person to enter data into the OFR Data System
- Analyze and use aggregate data
- Analyze and use OFR Data System data

5. Build a Recommendation Plan

- Identify at least one recommendation at each review meeting
- Identify recommendations through the review process
- Identify local, state, and national recommendations
- Track recommendations in the OFR Data System
- Develop a workgroup and work plan to monitor the implementation of recommendations
- Have a separate leadership group to support recommendations/initiative
- Update the OFR team on the status of recommendations at each meeting
- At least annually, draft a report to showcase progress, findings, and recommendations

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Recruit Your Overdose Fatality Review Members

The overdose fatality review (OFR) structure includes the OFR team, subcommittees, and a governing committee.

OFR is convened by a nonpolitical, neutral agency

Every OFR team has a lead agency that oversees the OFR team and provides administrative support. The lead administrative agency has an institutional commitment to prevent overdose deaths and provide resources and staff to support the initiative. The community sees it as a trustworthy and collaborative agency. An OFR lead agency can be the local health department, human services department, prevention coalition, or other local agency and is seen as a neutral agency; typically, this agency is already involved as a leader in responding to the overdose epidemic. An elected official leading an OFR initiative is not neutral. It may unnecessarily politicize the OFR's sustainability and recommendations and may decrease the OFR's sustainability as office leadership changes with an election.

Consistent participation and sharing of information by OFR members

OFR teams are multidisciplinary and include individuals who can share information about a decedent or contribute to analyzing available data to make recommendations that will prevent future overdose deaths. Data includes case-level data, aggregate data, and agency information, such as standard practices and protocols. Including diverse members will result in a more complete understanding of the community, the services available, and their interactions with the decedent throughout their life.

Core OFR members may include:

- A medical examiner or coroner.
- Public health.
- Public safety (first responders and criminal justice system).
- Health care.
- Behavioral health.
- Child services.

Encouraging OFR team members to attend each OFR meeting is important, even if a fatality is outside of their geographic territories, populations served, or issues of focus. Consistency helps build rapport and builds trust within the team. This trust allows for more open dialogue about each case and increases commitment to recommendations.

Limit OFR to 10 to 35 members

OFR team members are dedicated professionals who believe that overdoses are preventable, are well-regarded in the field, and have time to attend regular meetings and participate in follow-up activities. Effective OFR teams have 10 to 35 members.

Elected officials serve as guest members/observers*

Elected officials, such as state representatives or city council members, should not serve as consistent members; instead, they may serve as guest members or observers to learn more about the OFR process and the community's needs. An elected official who serves as a consistent member may impact the OFR team's dynamics, and members may defer to the elected official's preferences or wishes, resulting in unequal members' voices.

*This does not apply to coroners, prosecutors, or sheriffs who are considered essential members of an OFR.

Confidentiality is essential

Confidentiality is essential for successful OFRs. It maintains the trust of participating members and the community in the OFR process. All team members (including guest members and observers) must sign a confidentiality agreement to attend.

ESTABLISHING GOVERNING BODY

- Used BJA National Standards to consider Broome County governing body— recommendation for 10–35 members
- Current task force—Broome Opioid Awareness Council (BOAC)—identify barriers and develop solutions to the issues resulting from the increase of drug misuse in our community, including the rise of prescription drug, heroin, and fentanyl use
- Group meets monthly since 2014. Throughout the pandemic, the group continued to meet monthly via Zoom and has still maintained membership
- Approximately 70 members

HOW WE GARNERED LOCAL SUPPORT FOR CREATING OUR GOVERNING BODY

- BOAC is too big, so took step back and used recommendations on who the core members should be
- Met one-on-one with partners to introduce AIDR (OFR)
- Explained goal of AIDR (OFR)
- Gave copies of confidentiality agreement, welcome letter/packet, and protocols
- Made ask – what is expected of partner agency
 - 2 hours once a month and any additional staff time, when necessary, to build case

WELCOME LETTER



Broome Accidental Injury and Death Review Team
Welcome Packet 2023-2024

Dear Potential New Member,

The Broome County Health Department has worked to address the overdose crisis in our county since the inception of the Broome Overdose Awareness Council (BOAC) in 2015. In 2020, the Broome County Health Department began exploring the Overdose Fatality Review process, and in 2022 with staff returning to their regular job duties, the Overdose Prevention Team was able to finally begin planning the Accidental Injury and Death Review (AIDR) team.

AIDR is a multidisciplinary team of people and organizations that meet to share and discuss accidental injuries and deaths and the community's response to those incidents. This group utilizes a case review process that generates information about decedents and survivors of accidents and their interactions with the County's services and systems. The information shared and the discussions that happen at the meetings will be used to craft recommendations to prevent future incidents of accidental injuries and deaths.

The Broome County Health Department will staff a Team Facilitator, Team Coordinator, and AIDR Next of Kin Interviewer who will work together and with the members of the AIDR team. As we work through the next few months of planning, these staff will be identified and introduced to members before the initial meeting in March of 2023.

The authority to conduct these case reviews will be given by the next-of-kin, who will be in contact by the AIDR Next of Kin Interviewer throughout the process of their case review. In this packet, you will receive a confidentiality agreement and, if applicable, a preview of the data sharing Memorandum of Understanding.

Thank you for your consideration. Any program questions can be directed towards Kristin Russell at Kristin.Russell@broomecountyny.gov and can be copied to Marissa Knapp at Marissa.Knapp@broomecountyny.gov.

We look forward to your active participation in this group!

Sincerely,

Broome County Overdose Prevention Team

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT



State of New York
County of Broome Government Offices

Broome County Health Department

Jason T. Garnar, County [Executive](#) - Mary M. McFadden, Director of Public Health

Broome Accidental Injury and Death Review Team (AIDR) Confidentiality and Non-Disclosure Agreement

The purpose of the Broome Accidental Injury and Death Review Team (AIDR) is to conduct a thorough review of accidental injury and deaths in Broome in order to better understand the circumstances of these incidents and how to act to prevent future similar injuries and deaths including substance use overdoses, substance use overdose fatalities, suicide or other accidental or intentional fatality associated with substance use or mental health.

To ensure a coordinated response that fully addresses all systemic concerns surrounding the accidental injury or death, all relevant data should be shared and reviewed by the committee, including historical information concerning the injured person or decedent, their family, and the circumstances surrounding the injury or death. Much of this information is protected from public disclosure by law.

The undersigned is a member ("Member") of the Accidental Injury and Death Review Team ("AIDR") operated by Broome County Health Department ("BCHD"). Member will have access to and use Confidential Information as authorized by BCHD in the AIDR Member Agreement executed between the Member and BCHD. Accordingly, Member agrees to this Confidentiality and Non-Disclosure Agreement ("Agreement") which is incorporated in the AIDR Member Agreement.

1. For purposes of this Agreement, the term "Confidential Information" shall mean all data, materials, knowledge and information generated through, originating from, or having to do with AIDR, including all identifiable information, de-identified case narratives, all case discussions, all committee decisions, and all patient medical records accessed or possessed by AIDR, and any information protected under any applicable state or federal privacy law. Additionally, Member may find it beneficial to disclose to other parties certain information which may include, but is not limited to, statistics, trade secrets, personal information that may be protected by law, security sensitive information, discoveries, ideas, concepts, know-how, techniques, designs, specifications, and other technical or business information. Such information is deemed Confidential Information, and subject to the protections outlined herein. Confidential Information shall not include (i) information previously known to Member or materials to which Member had access prior to the provision of such information or materials by AIDR; (ii) information or materials that are now or later become available in the public domain; (iii) information or materials provided to Member by a third party not bound by a duty of confidentiality to BCHD; or (iv) information independently developed by Member without breach of this Agreement.

2. The Member disclosing the Confidential Information under this agreement shall be referred to as the "Disclosing Party," and the party receiving the information shall be referred to as the "Receiving Party."

3. Confidential Information is the sole property of the Disclosing Party.

4. The Receiving Party shall use Confidential Information only as authorized in the AIDR Agreement. Receiving Party shall not disclose Confidential Information to any person or organization unless authorized in writing by the Disclosing Party. Such written authorization shall not be unreasonably withheld.

5. Receiving Party shall not conduct any research with Confidential Information unless authorized by the Disclosing Party. Such authorization shall not be unreasonably withheld.

6. The Receiving Party shall not re-identify any Confidential Information that is de-identified. Whenever Receiving Party becomes aware of the identity of a person or entity from the Confidential Information, such identity shall be Confidential Information pursuant to this Agreement.

7. Confidential Information shall be confidential regardless of the forms and formats in which the Confidential Information is maintained or transmitted, including, but not limited to hardcopy, photocopy or electronic form.

8. Unless authorized by the Disclosing Party, no Confidential Information, including without limitation, documents, notes, files, records, oral information, computer files or other materials may be retained by Receiving Party after the close of the relevant AIDR meeting.

9. In the event that Receiving Party receives notice to produce Confidential Information pursuant to an order of a court of competent jurisdiction or a facially valid administrative, Congressional, state or local legislative or other subpoena, or believes Receiving Party is otherwise required by law to disclose Confidential Information, then Receiving Party shall promptly notify the Disclosing Party prior to making such disclosure, and shall afford Disclosing Party the opportunity to challenge or otherwise lawfully seek limits upon such disclosure of Confidential Information.

10. Receiving Party shall obtain the prior written approval of Disclosing Party before disclosing any Confidential Information to the press or issuing any Confidential Information for publication through any media of communication. This obligation survives the completion or termination of the AIDR Agreement.

11. Receiving Party agrees and acknowledges that any unauthorized or wrongful disclosure, use, recording, copying or transmitting of any Confidential Information is a material breach of this Agreement, and may result in termination of Receiving Party and the agency they represent from AIDR.

12. Receiving Party shall immediately report to Disclosing Party, BCHD, and the Broome County Attorney's Office, in writing, any unauthorized or inadvertent use or disclosure of Confidential Information by Receiving Party. Receiving Party shall cooperate with any investigation by Disclosing Party, BCHD, and Broome County Attorney's Office regarding such unauthorized or inadvertent disclosure and adopt any remedial measures recommended by Disclosing Party, BCHD, and Broome County Attorney's Office.

13. All terms of this Agreement shall remain in effect after Receiving Party is no longer part of AIDR.

Member has read and understands the above statements.

Name of Member (Printed) _____

Signature of Member _____

Agency Name/Affiliation _____

Agency/Affiliation Address _____

Date _____

OUR RESPONSE: 100% YES

- We used a multidisciplinary approach and met with partners and had full support and commitment from each agency, including primary and secondary agencies
- Biggest ask was in-kind time commitment and consistency in sending the same representative to meeting
- Hardest part was finding the time to schedule all, but in the end our persistence paid off

WHAT WE LEARNED

- A thoughtful approach was appreciated and valued when building the team. Each agency representative felt like we treated them as they are: a subject-matter expert
- Invest your time up front and foster the relationships
- The amount of time it takes to build relationships and explain AIDR team has been key
- Importance of face-to-face meetings, especially after COVID
- We have to meet our community where they are at, much like people with an SUD

WHERE TO DO WE GO NEXT— LOOKING TO THE FUTURE

- April 2023: First meeting with all partners in the room to discuss goals, vision, and mission and why they are needed, including ground rules, confidentiality, trust building
- May 2023: First case review
- Continue to identify, recruit, onboard, and train new members and identify areas of strengths and improvements needed

A BIG THANK YOU TO OUR MENTORS, BJA/COSSAP, AND OUR TEAM IN BROOME

“NEVER DOUBT THAT A SMALL GROUP OF THOUGHTFUL, COMMITTED CITIZENS
CAN CHANGE THE WORLD: INDEED, IT’S THE ONLY THING THAT EVER HAS”

