

# ROUTT COUNTY BOARD OF COUNTY COMMISSIONERS

Timothy V. Corrigan  
District I

Douglas B. Monger  
District II

M. Elizabeth Melton  
District III

## Commissioners' Daily COVID-19 Agenda

**April 10, 2020**

LIVE AUDIO WILL BE AVAILABLE BY CALLING 1 (669) 900-6833.

MEETING ID: 522 308 0487

PASSWORD: 522

The Routt County Board of County Commissioners or Board of Health may enter executive session pursuant to C.R.S. 24-6-402(4)(b) to receive legal advice related to specific legal questions concerning Routt County's COVID-19 response.

### 1. 10:30 A.M. CALL TO ORDER

### 2. PURCHASING- RATIFICATION OF CONTRACTS

Consideration to ratify the Go Alpine Independent Contractor Agreement for transportation of suspected or confirmed COVID-19 patients on an "as needed" basis to include a \$1250 retainer for cleaning and PPE supplies purchase and minimum 4 hour on call transportation service.

Consideration to ratify the Routt County Medical Officer Agreement with Dr. Harrington to include compensation at \$150/hour as billed for additional services due to the COVID-19 pandemic.

#### Documents:

[BCC RATIFICATION REQUEST FOR DR. HARRINGTON.PDF](#)  
[MEDICAL OFFICER AGREEMENT.FIRST AMENDMENT \(002\).PDF](#)  
[GO ALPINE INDEPENDENT CONTRACTOR AGREEMENT BCC AGENDA COMMUNICATION FORM.PDF](#)  
[GO ALPINE INDEPENDENT CONTRACTOR AGREEMENT.PDF](#)  
[GO ALPINE PROPOSAL EXHIBIT - A.PDF](#)

### 3. COVID-19 WORK SESSION

The Commissioners will address critical items for regular county and emergency operations related to the COVID-19 pandemic. Action may be taken and direction to staff may be given in relation to any of these items.

### 4. PUBLIC COMMENT

Public Comment will be heard on any item except quasi-judicial land use items. County Commissioners will take public comment under consideration but will not make any decision or take action at this time.

1. DUE TO THE CURRENT PANDEMIC, THE COUNTY COMMISSIONERS REQUEST CITIZENS ATTEND THE MEETINGS VIA PHONE. Because public access to the Courthouse has been curtailed we request public comment be submitted in writing to [bcc@co.routt.co.us](mailto:bcc@co.routt.co.us). Public comments will be entered into the record. Please

indicate in the subject line of your message that it is public comment and reference the agenda item to which it relates.

**5. 12:30 P.M. BREAK**

**6. 4:30 P.M. CALL TO ORDER**

**7. BOARD OF HEALTH PUBLIC HEALTH ORDER**

Consideration by the Board of Health for approval and authorization of standing public health order 2020-03 requiring mitigation plan of all businesses.

**Documents:**

[PUBLIC HEALTH ORDER BUSINESSES 4-9-2020 DRAFT.PDF](#)  
[APPENDIX A COVID-19 EMPLOYEE HEALTH SCREENING.PDF](#)  
[APPENDIX B MITIGATION PROTOCOL.PDF](#)

**8. 5:00 P.M. MEETING ADJOURNED**

LIVE AUDIO WILL BE AVAILABLE BY CALLING 1 (669) 900 6833.  
MEETING ID: 522 308 0487  
PASSWORD: 522

All programs, services and activities of Routt County are operated in compliance with the Americans with Disabilities Act. If you need a special accommodation as a result of a disability, please call the Commissioners Office at (970) 879-0108 to assure that we can meet your needs. Please notify us of your request as soon as possible prior to the scheduled event. Routt County uses the Relay Colorado service. Dial 711 or TDD (970) 870-5444.



# ROUTT COUNTY BOARD OF COUNTY COMMISSIONERS

## AGENDA COMMUNICATION FORM

|                                  |                   |
|----------------------------------|-------------------|
| <b>ITEM DATE:</b> April 10, 2020 | <b>ITEM TIME:</b> |
|----------------------------------|-------------------|

|   |  |
|---|--|
| <b>FROM:</b>  | J. Kennedy   |
| <b>TODAY'S DATE:</b>  | April 9, 2020  |
| <b>AGENDA TITLE:</b>  | Ratification of the RC Medical Officer Agreement to Dr. Harrington |
| <b>CHECK ONE THAT APPLIES TO YOUR ITEM:</b>   |  |
| <input checked="" type="checkbox"/> <b>X ACTION ITEM</b>  |  |
| <input type="checkbox"/> <b>DIRECTION</b>   |  |
| <input type="checkbox"/> <b>INFORMATION</b>   |  |
| <b>I. DESCRIBE THE REQUEST OR ISSUE:</b>  |  |
| Request the Board of County Commissioners ratify the Routt County Medical Officer Agreement with Dr. Harrington to include compensation at \$150/hour as billed for additional services due to the COVID-19 pandemic.   |  |
| <b>II. RECOMMENDED ACTION (motion):</b>   |  |
| Motion by the Board of County Commissioners to ratify the Routt County Medical Officer Agreement with Dr. Harrington to include compensation at \$150/hour as billed for additional services due to the COVID-19 pandemic.  |  |
| <b>III. DESCRIBE FISCAL IMPACTS (VARIATION TO BUDGET):</b>  |  |
| <b>PROPOSED REVENUE (if applicable):</b>  |  |
| <b>CURRENT BUDGETED AMOUNT: N/A</b>   |  |
| <b>PROPOSED EXPENDITURE: \$150/hour as needed</b>   |  |
| <b>FUNDING SOURCE: Emergency Management COVID-19 15250000- 793225</b>   |  |
| <b>SUPPLEMENTAL BUDGET NEEDED: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/></b>  |  |
| <b>IV. IMPACTS OF A REGIONAL NATURE OR ON OTHER JURISDICTIONS (IDENTIFY ANY COMMUNICATIONS ON THIS ITEM):</b>   |  |
| None  |  |
| <b>V. BACKGROUND INFORMATION:</b>   |  |
| The Medical Office Agreement with Dr. Harrington currently provide a \$10,000 annual stipend. With the additional services he is providing to the County for the COVID-19 pandemic it was determined by the Director of Public Health that additional compensation is required. The Agreement was amended to include an hourly rate of \$150. |  |
| <b>VI. LEGAL ISSUES:</b>  |  |
| None  |  |
| <b>VII. CONFLICTS OR ENVIRONMENTAL ISSUES:</b>  |  |
| None  |  |



**ROUTT COUNTY BOARD OF COUNTY COMMISSIONERS**  
**AGENDA COMMUNICATION FORM**

**VIII. SUMMARY AND OTHER OPTIONS:**

Recommend the Board of County Commissioners ratify the Routt County Medical Officer Agreement with Dr. Harrington to include compensation at \$150/hour as billed for additional services due to the COVID-19 pandemic.

**IX. LIST OF ATTACHMENTS:**

RC Medical Officer Agreement with the amendment dated April 7, 2020.

FIRST AMENDMENT TO AGREEMENT REGARDING PROVISION OF  
MEDICAL OFFICER SERVICES TO THE  
ROUTT COUNTY PUBLIC HEALTH AGENCY

This First Amendment to Agreement Regarding Provision of Medical Officer Services to the Routt County Public Health Agency ("First Agreement") is entered into this 7th day of April, 2020, by and between Routt County, Colorado ("County"), acting by and through its Board of County Commissioners ("BCC"), acting as the Board of Health for County ("Board of Health"), and Brian Harrington, M.D ("Medical Officer").

Recitals

- A. County and Medical Officer entered into an Agreement Regarding Provision of Medical Officer Services to the Routt County Public Health Agency ("Agreement") for the purpose of securing the non-exclusive services of Brian Harrington, M.D. to serve as Medical Officer to the Public Health Agency and to fulfill all the powers and duties of that position.
- B. The term of the Agreement commenced on July 1, 2019.
- C. Section 6 of the Agreement provides that the Public Health Agency shall pay a stipend not to exceed \$10,000.00 per year to Dr. Harrington for the services performed in his capacity as Medical Officer.
- D. In recognition of the additional services being performed by Dr. Harrington as a result of the COVID-19 pandemic, the Parties wish to amend the Agreement to provide for additional reimbursement to Dr. Harrington for the services being performed in his capacity as Medical Officer to the Public Health Agency.

NOW, THEREFORE, in consideration of the following mutual covenants and agreements, the Parties agree as follows:

- 1. Section 6 of the Agreement is hereby amended as follows:

For the duration of the COVID-19 pandemic, Dr. Harrington shall receive reimbursement for the additional services being performed as Medical Officer for the Public Health Agency at a rate of \$150 per hour as invoiced. Any request for reimbursement shall be reviewed by the Public Health Director, who shall submit the request to the Board of County Commissioners, acting as the Board of Health, for approval and payment. Any reimbursement for the additional services shall be in addition to the annual stipend set forth in the Agreement.

- 2. Except as so amended the Agreement shall remain in full force and effect.

ROUTT COUNTY, COLORADO

By: \_\_\_\_\_  
Timothy V. Corrigan, Chair  
Board of County Commissioners

ATTEST:

\_\_\_\_\_  
Kim Bonner  
Routt County Clerk

MEDICAL OFFICER

\_\_\_\_\_  
Brian Harrington, M.D.



# ROUTT COUNTY BOARD OF COUNTY COMMISSIONERS

## AGENDA COMMUNICATION FORM

|                                  |                   |
|----------------------------------|-------------------|
| <b>ITEM DATE:</b> April 10, 2020 | <b>ITEM TIME:</b> |
|----------------------------------|-------------------|

|   |   |
|---|---|
| <b>FROM:</b>  | J. Kennedy/D. DeMorat                                   |
| <b>TODAY'S DATE:</b>  | April 9, 2020   |
| <b>AGENDA TITLE:</b>  | Go Alpine Independent Contractor Agreement Ratification |
| <b>CHECK ONE THAT APPLIES TO YOUR ITEM:</b>   |   |
| <input checked="" type="checkbox"/> <b>X ACTION ITEM</b>  |   |
| <input type="checkbox"/> <b>DIRECTION</b>   |   |
| <input type="checkbox"/> <b>INFORMATION</b>   |   |
| <b>I. DESCRIBE THE REQUEST OR ISSUE:</b>  |   |
| Request the Board of County Commissioners ratify the Go Alpine Independent Contractor Agreement for transportation of suspected or confirmed COVID-19 patients on an "as needed" basis to include a \$1250 retainer for cleaning and PPE supplies purchase and minimum 4 hour on call transportation service. This contract also includes a \$150 fee for vehicle cleaning both before and after service is provided.   |   |
| <b>II. RECOMMENDED ACTION (<i>motion</i>):</b>  |   |
| Motion by the Board of County Commissioners to ratify the Go Alpine Independent Contractor Agreement for transportation of suspected or confirmed COVID-19 patients on an "as needed" basis to include a \$1250 retainer for cleaning and PPE supplies purchase and minimum 4 hour on call transportation service. This contract also includes a \$150 fee for vehicle cleaning both before and after service is provided.                                    |   |
| <b>III. DESCRIBE FISCAL IMPACTS (VARIATION TO BUDGET):</b>  |   |
| <b>PROPOSED REVENUE</b> <i>(if applicable)</i> :  |   |
| <b>CURRENT BUDGETED AMOUNT:</b> N/A   |   |
| <b>PROPOSED EXPENDITURE:</b> \$1250 retainer and \$860 per transportation service as needed   |   |
| <b>FUNDING SOURCE:</b> EM COVID-19 15250000- 793225   |   |
| <b>SUPPLEMENTAL BUDGET NEEDED:</b> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>  |   |
| <b>IV. IMPACTS OF A REGIONAL NATURE OR ON OTHER JURISDICTIONS (IDENTIFY ANY COMMUNICATIONS ON THIS ITEM):</b>   |   |
| None  |   |
| <b>V. BACKGROUND INFORMATION:</b>   |   |
| The EOC has requested we contract Go Alpine on an "as needed" basis for transportation services of suspected or confirmed COVID-19 patients in anticipation of the need to transport for medical testing or hospital surge needs for additional shelter during quarantine. Go Alpine has submitted the attached EXHIBIT A proposal to provide the service that includes cleaning of vehicles per the CDPHE recommended procedure and PPE for their employees. |   |
| <b>VI. LEGAL ISSUES:</b>  |   |
| None  |   |



**ROUTT COUNTY BOARD OF COUNTY COMMISSIONERS**  
AGENDA COMMUNICATION FORM

**VII. CONFLICTS OR ENVIRONMENTAL ISSUES:**

None

**VIII. SUMMARY AND OTHER OPTIONS:**

Recommend the Board of County Commissioners ratify the Go Alpine Independent Contractor Agreement for transportation of suspected or confirmed COVID-19 patients on an “as needed” basis to include a \$1250 retainer for cleaning and PPE supplies purchase and minimum 4 hour on call transportation service. This contract also includes a \$150 fee for vehicle cleaning both before and after service is provided.

**IX. LIST OF ATTACHMENTS:**

Go Alpine Independent Contractor Agreement  
Go Alpine EXHIBIT A proposal

**ROUTT COUNTY, COLORADO  
INDEPENDENT CONTRACTOR SERVICE AGREEMENT**

This Independent Contractor Service Agreement (the "Agreement") dated as of April 7, 2020 is between Routt County, Colorado ("County"), by and through its Board of County Commissioners ("Board") and Go Alpine, (the "Contractor").

Recitals

A. County has received a Proposal (the Proposal) from Contractor dated April 3, 2020, in which Contractor proposes to provide the following services and related materials to County: As Needed Transportation Services (the "Services").

B. The Board has accepted the Proposal of Contractor for the Services subject to the execution of this Agreement by Contractor.

C. County and Contractor intend by this Agreement to outline the terms and conditions under which the Services shall be provided.

Terms and Conditions

Therefore, County and Contractor agree as follows:

1. The Services shall be provided in accordance with the terms of the Proposal, Exhibit A, a copy of which is attached hereto. To the extent that the provisions of the Proposal and this Agreement are in conflict the terms of this Agreement shall control.

2. Contractor shall provide and complete the Services in a workmanlike fashion no later than December 31, 2020. Contractor hereby warrants that it has the workforce, training, experience and ability necessary to properly complete the Services within the time period set forth above.

3. Contractor is and shall remain an independent contractor and not an employee of County. All persons used by Contractor to perform the services shall be employees of Contractor and shall not be deemed employees of County. At all times while the Services are being rendered by Contractor, Contractor shall maintain Colorado worker's compensation coverage in the minimum amounts required by statute for all workers used by Contractor to provide the Services whether or not such workers are paid any compensation by Contractor for such work. **Neither the Contractor nor any employee of Contractor shall be entitled to unemployment insurance benefits through the County and the Contractor shall be obligated to pay any federal or state income taxes due with respect to any sum payable by County hereunder.** At all times while the Services are being rendered by Contractor, Contractor shall maintain commercial general liability coverage providing bodily injury and property damage coverage with a combined single limit of at least \$1,100,000 and a deductible of not more than \$1,000. Prior to commencement of the Services, Contractor shall cause County

to be named as an additional insured and shall provide County with evidence, acceptable to County, that the insurance required by this Section 3 is in full force and effect. Contractor shall immediately provide County with written notice in the event any portion of the insurance coverage required by this Agreement is cancelled or if the insurer gives Contractor notice of its intent to cancel such insurance.

4. As consideration for the Services to be performed by Contractor hereunder, County shall pay to Contractor an amount not to exceed a total of \$1,250 as a retainer for purchase of Cleaning Materials and Personal Protection Equipment for the Go Alpine drivers and \$140/hour with a 4 hour minimum, and \$140/hour thereafter. Payment for the Services shall be due only after the Services are completed to County's satisfaction and Contractor has submitted an invoice for the amount due complete with the Contractor's taxpayer identification number or social security number. County shall pay Contractor within 30 days after an invoice in proper form is submitted to County. However, County shall have the right to publish notice of final payment pursuant to C.R.S. Section 38-26-107 and to comply with the provisions of that statute.

5. County is subject to the provisions of Section 20 of Article X of the Colorado Constitution (also referred to as the "TABOR Amendment") which limits its ability to enter into multiple-fiscal year financial obligations. Therefore, any financial obligation of County under this Agreement beyond the current fiscal year (calendar year) is subject to and conditioned upon the due adoption of a budget for the year in which the obligation is due by the Board which budget provides for or appropriates funds for such obligation. The financial obligation of County under this Agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation or any obligation payable in any fiscal year beyond the fiscal year for which funds are appropriated for the payment thereof.

6. This Agreement is subject to the provisions of the Illegal Aliens-Public Contracts for Services Act found at C.R.S. Section 8-17.5-101 *et seq.* By execution of this Agreement, Contractor certifies that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that Contractor will participate in either the E-Verify Program or Department Program in order to confirm the eligibility of all employees who are newly hired for employment to perform work under this Agreement.

A. Specifically, Contractor shall not:

(1) Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

(2) Enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

B. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or Department Program.

C. Contractor shall not use either the E-Verify Program or Department Program to undertake pre-employment screening of job applicants while this Agreement is in effect.

D. If Contractor obtains actual knowledge that any of its subcontractors performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall:

(1) notify the subcontractor and County, within three days of discovery of such fact, that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(2) terminate the contract with the subcontractor if, within three days of receiving the notice required by subpart D.(1) above, the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor need not terminate the contract with the subcontractor if, during such three days, the subcontractor provides information establishing that the subcontractor has not knowingly employed or contracted with an illegal alien.

E. Contractor shall comply with any reasonable request by the Department made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. Section 8-17.5-102(5).

F. If Contractor violates any of the provisions of this section, County shall have the right to terminate the Agreement for breach of contract and, in such case, Contractor shall be liable to County for all actual and consequential damages incurred by County as a result of such breach and the termination of this Agreement.

G. County will notify the Office of the Secretary of State if Contractor violates this provision of this Agreement and the County terminates this Agreement for such breach.

As used in this provision, "Department" means the Colorado Department of Labor and Employment.

7. In the event either party to this Agreement brings suit to enforce or interpret any portion of this Agreement, the party substantially prevailing in such action shall be entitled to recover all costs incurred in such action, including without limitation reasonable attorney's fees. Any action brought in connection with this Agreement or the Services shall be brought only in either the District Court, Routt County, Colorado or the Routt County Court which shall also be the proper place for trial of any such action.

8. This Agreement shall be binding on and inure to the benefit of the parties hereto, their respective successors and assigns, and shall not be deemed to be for the benefit of or enforceable by any third party. This Agreement, together with the Proposal, constitutes the entire agreement between the parties concerning the Services and may not be amended except by a written document executed by both parties hereto. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Colorado without reference to choice of laws rules.

ROUTT COUNTY, COLORADO

By: \_\_\_\_\_  
Timothy V. Corrigan, Chair  
Board of County Commissioners

ATTEST:

\_\_\_\_\_  
Kim Bonner  
Routt County Clerk and Recorder

Go Alpine

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_



proposal date: 4/3/2020

**GROUND TRANSPORTATION PROPOSAL**

GO Alpine agrees to provide ground transportation under the following conditions:

PROJECT NAME: Transportation Support SERVICE TYPE: On-Demand Transport

FUNCTION DATE(S): TBD - as needed LOCATION(S): Routt County

YEAR: 2020 Total Passenger Count: TBD

PURCHASER: Routt County

CONTACT: Julie Kennedy

Phone: 970-870-5313 Email: [jkennedy@co.routt.co.us](mailto:jkennedy@co.routt.co.us)

| DAILY RATE PER VEHICLE  |             |               |             |                 |
|---|-------------|---------------|-------------|-----------------|
| HOURS OF SERVICE  | PU LOCATION | DROP LOCATION | PAX/VEHICLE | COST:           |
| 4 HOUR MINIMUM  | TBD by EOC  | TBD by EOC    | TRANSIT VAN | \$560.00        |
| Mobilization Fee  |             |               |             | \$150.00        |
| Cleaning Fee  |             |               |             | \$150.00        |
| <i>Additional hours beyond minimum will be charged at \$140/hr.</i>                   |             |               |             |                 |
| <i>Hours to be set by EOC. Pickup and drop locations are based on unique request.</i> |             |               |             |                 |
| <b>SUBTOTAL:</b>  |             |               |             | <b>\$860.00</b> |
| TOTAL DAYS CONTRACTED: TBD  |             |               |             |                 |
| RETAINER: \$1,250.00  |             |               |             |                 |
| <b>TRANSPORTATION AGREEMENT TOTAL: TBD</b>  |             |               |             |                 |

- ♦ **Scope of Work:** This quote represents on-demand transportation support as needed by Routt County EOC. GO Alpine will provide sanitary vehicles and healthy drivers to assist with the transportation requests of the EOC. Requests include but are not limited to: transport of goods/materials/prescriptions/food and/or transport of passengers.
- ♦ **Safety SOP:** A strict safety minded SOP has been implemented to ensure the protection of GO Alpine employees as well as those they may come in contact with thru this scope of work. The SOP is attached to this proposal as Exhibit A.
- ♦ **Cancellation Fee:** In the event the EOC wishes to cancel service written notice must be provided 3 hours in advance of the start time. If notice is not given 3 hours before start time a \$250 cancellation fee will be applied.
- ♦ **Rate:** The price includes all driver expenses, deadhead miles, and scheduled drive time for one vehicle. Additional vehicles may be requested. Vehicle will be inspected and cleaned before assignment and after returning. Purchaser will be responsible for the repair and replacement of any damage incurred to the vehicle by the passengers during the trip.  
**Retainer:** The retained amount is non-refundable and will allow for Go Alpine to procure goods and materials needed for service, provide training and develop systems for seamless mobilization when needed.
- ♦ Go Alpine cannot guarantee the use of specific vehicles for your reservation and has the right to substitute vehicles at its discretion.
- ♦ There will be an additional fee if any vehicle requires extensive cleaning.
- ♦ The estimate provided will expire seven (7) days after it is issued. The services outlined are not considered contracted or confirmed until the estimate and contract are fully executed.

I acknowledge I have read and accept the terms of the above ground transportation agreement:

\_\_\_\_\_  
GO Alpine

\_\_\_\_\_  
Authorized Purchaser Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## Exhibit A

### Routt County EOC Support Transport: Safety SOP

#### SOP for Drivers

The safety of our drivers and the public at large is critically important to our operation at this given time. We have implemented steps to not only address the health and safety of our drivers but our vehicles too.

1. All drivers are screened for symptoms and/or fever with a thermometer before their shift using the questionnaire created. This is documented daily by a supervisor. Questionnaire is on second page of SOP.
2. Vehicles will be cleaned and disinfected after each assignment. Special attention will be paid to touch points and hard surfaces. Each vehicle will be equipped with cleaning supplies to aid in our frequent sanitizing efforts.
3. Employees will be encouraged to be mindful of their own personal hygiene as well. Efforts include but are not limited to frequent hand washing with soap and water for at least 20 seconds and proper use of PPE.
4. Personal protective equipment is distributed to drivers each day. PPE includes masks, gloves and hand sanitizer. These items are also available for passengers throughout the shift.
5. A dividing structure is put in place to separate the driver and passenger; vehicle selections will allow for the proper distancing between drivers and riders.
6. Coolers are available in the vehicles to transport prescriptions and/or food.
7. Each driver will be assigned their own unique vehicle to reduce the risk of exposure.

| <b>Prevent COVID-19</b> |  |                             |  |                           |  |  |
|-------------------------|--|-----------------------------|--|---------------------------|--|--|
| Driver Name:            |  |                             |  | Supervisor:               |  |  |
| Date / Time:            |  |                             |  |                           |  |  |
| 1.)                     | Has this individual washed their hands or used alcohol-based hand rub (ABHR) at entry? |                             |  |                           |  |  |
|                         |  | Yes                         |  |                           |  |  |
|                         |  | No-please ask them to do so |  |                           |  |  |
| 2.)                     | Ask the individual if they have any of the following respiratory symptoms:             |                             |  |                           |  |  |
|                         |  | Fever                       |  |                           |  |  |
|                         |  | Sore throat                 |  |                           |  |  |
|                         |  | Cough                       |  |                           |  |  |
|                         |  | New shortness of breath     |  |                           |  |  |
|                         |  | Record temp                 |  |                           |  |  |
| Clear to Drive:         |  |                             |  | Sent Home for Monitoring: |  |  |

**STANDING PUBLIC HEALTH ORDER 2020-03  
REQUIRING MITIGATION PLAN OF ALL BUSINESSES  
ROUTT COUNTY BOARD OF HEALTH**

**Recitals**

A. Routt County Resolution 2009-018, established the Routt County Public Health Agency, pursuant to C.R.S. § 25-1-506, designating the Board of County Commissioners of Routt County as the Routt County Board of Health (“Board of Health”).

B. Public Health has the statutory authority to investigate and control the causes of epidemic or communicable diseases and conditions affecting public health, as well as to establish, maintain, and enforce isolation and quarantine, and to exercise physical control over persons within its jurisdiction as necessary for the protection of public health. C.R.S. § 25-1-506 (3)(b)(V) and (VI).

C. Public Health has the statutory authority to close schools and public places and to prohibit gatherings of people when necessary to protect public health. C.R.S. § 25-1-506.

D. Public Health has jurisdiction for both incorporated and unincorporated Routt County. C.R.S. § 25-1-506(2)(a).

E. The Director General of the World Health Organization has declared that COVID-19 constitutes a Public Health Emergency of International Concern and characterized it as a pandemic. The Secretary of the U.S. Department of Health and Human Services has declared COVID-19 constitutes a public health emergency and on March 13, 2020, the President of the United States declared a National Emergency. On March 10, 2020, Colorado Governor Jared Polis declared a State of Disaster Emergency. The Colorado Department of Public Health and Environment has confirmed that COVID-19 continues to spread throughout the State of Colorado, and community transmission of the illness has been confirmed in Routt County. On March 13, 2020, Routt County declared a local disaster.

F. In consultation with the Routt County Public Health Director and the Routt County Public Health Medical Officer, the Board of Health issues these orders to slow the spread of the COVID-19 virus.

G. These actions are some of the most available and effective tools to help slow the spread of the virus in our community – and, importantly, to reduce the number of potential deaths caused by COVID-19. By slowing the spread, we have a chance to protect our family, friends, and neighbors who are at risk for severe illness. In particular, this includes all adults over age 60 and anyone with an underlying health condition.

These actions will limit the cascading impacts on critical services due to high absenteeism if large numbers of workers become ill. This Order and actions will help hospitals, first responders, and other healthcare services continue to provide services for those who need them (along with utilities, human services, and businesses) in the coming weeks and months. Collective action can save lives and is in support of the most vulnerable in our community. The more united we can be in preventing the spread the greater the benefit for the whole community.

NOW, THEREFORE, IT IS ORDERED:

1. This Order is effective within the entirety of Routt County, including all cities and towns within the County.

2. The issuance of this Order is deemed reasonable and necessary for the preservation of the public health, safety and welfare.

3. Minimum Basic Operations, Critical Business, and Critical Government Function shall have the same meaning as set forth in the Colorado Department of Public Health and Environment Public Health Order 20-24, as may be amended from time to time.

4. This Order applies to any individual, business or organization, including for profit or non-profit, regardless of its corporate structure, engaged in any commercial, manufacturing, or service activities (collectively “Business”). For the purposes of this Order, the term “employee” shall include owners, contractors, subcontractors, workers, and volunteers regardless of the absence of any employer-employee relationship.

**5. Social Distancing Requirements for all Critical Businesses, Critical Government Functions and any Business maintaining Minimum Basic Operations.**

All Critical Businesses, Critical Government Functions and all other Businesses maintaining Minimum Basic Operations shall immediately implement the following Social Distancing Requirements:

a. Older adults (age 60 and older) and individuals with underlying medical conditions that are at increased risk of contracting COVID-19 are encouraged to not attend work or to visit a Business (whether as an employee, customer, or other person). They are encouraged to tele-work where possible.

b. Employees must be screened for COVID-19 symptoms each day, including measuring the employee’s temperature. Businesses shall use the Employee Health Screening Form, attached as Appendix A, or a screening that contains at least the symptoms listed in Appendix A. Any employee that exhibits COVID-19 symptoms must be excluded.

c. Social distancing measures must be employed to ensure that employees and people from the public can easily maintain a minimum of 6 foot distance from each other, except for momentary circumstances to accept payment, deliver goods, walk past or perform otherwise necessary tasks. Achieving adequate social distancing may require limiting the number of people that can enter or participate in a location at any one time.

- d. All employees and customers must cover their nose and mouth with a non-medical, cloth face-covering.
- e. Where lines may form at a facility, six-foot increments at a minimum must be marked, establishing where individuals should stand to maintain adequate social distancing.
- f. Signs at the entrance of each facility that remains in use must be posted informing all employees and customers that they should avoid entering the facility if they have a cough or fever, maintain a minimum six-foot distance from one another, sneeze and cough into a cloth or tissue or, if not available one's elbow, not shake hands, or engage in any unnecessary physical contact.
- g. Hand sanitizer, soap and water, or effective disinfectant shall be made available at or near the entrance of the facility, any area where there is high-frequency employee interaction with members of the public such as the cashier, and in other appropriate areas for use by attendees, the public, and employees.
- h. Contactless payment systems should be provided, or, if not feasible to do so, all payment portals, pens, and styluses must be disinfected after each use.
- i. Other high-touch surfaces should be regularly disinfected and environmental cleaning guidelines from the US Centers for Disease Control and Prevention (CDC) must be followed (e.g., clean and disinfect high touch surfaces daily or more frequently).
- j. Vehicles, other than those used for public transit, that transport more than one employee of businesses are a higher-risk environment therefore the following requirements must be met.
  - i. Employees must use hand sanitizer prior to entering the vehicle.
  - ii. Employees must cover their nose and mouth with a non-medical, cloth face-covering when in vehicle.
  - iii. The number of passengers must be limited to 50% of the vehicle's occupancy to increase the distance between passengers to the largest extent possible.
  - iv. Windows must remain open and/or ventilation increased.
  - v. High-touch surfaces in the vehicle shall be disinfected daily.
- k. Businesses shall limit travel by employees in and out of Routt County. If a Business has employees that travel in order to work, the Business shall take reasonable measures to reduce this travel, allowing employees to remain in Routt County to complete their work. Such measures shall be included in the Mitigation Protocol, defined below.

#### **6. Mitigation Protocol.**

All Critical Government Functions, Critical Businesses and all businesses maintaining Minimum Basic Operations at which there is more than one person present at any time (whether employees or members of the public) must prepare a "Mitigation Protocol" by 8:00 a.m. on April 14, 2020, for each facility or operational location in Routt County. The Mitigation Protocol must be substantially in the form attached to this Order as Appendix B and must address the Social Distancing Requirements in paragraph 5, above.

- a. The Mitigation Protocol must be posted at or near the entrance of each facility that remains in use, and shall be easily viewable by the public and employees. A copy of the Mitigation Protocol must also be provided to each employee performing work at the facility.

b. All businesses shall implement their Mitigation Protocol and provide evidence of its implementation to any authority enforcing this Order upon demand.

c. For construction businesses, the COVID-19 Construction Site Management Plan Requirements issued by the Routt County Regional Building Department, as may be amended from time to time, are incorporated in to this Order as if fully set forth herein. The Construction Site Management Plan shall incorporate all requirements of this Order and may be posted as a substitute for the Mitigation Protocol required herein.

d. Failure to develop and post a Mitigation Protocol or inability to meet the requirements of the Mitigation Protocol and this Order may result in the closure of a business and its facilities.

7. The responsibility for compliance with this order shall apply to the owner of the business and the property owner of the property on which the facility is located. In addition, each employee or member of the public utilizing the facilities of the business shall be personally responsible for their own compliance with this Order.

8. **Most Restrictive Standard Controls.** To the extent any State and/or Federal orders or laws are more restrictive than what is set forth herein, such orders control.

9. **Judicial Review.** Any person aggrieved and affected by this Order has the right to request judicial review by filing an action with the Routt County District Court within 90 days of the date of this Order, pursuant to C.R.S. § 25-1-515. However, you must continue to obey the terms of this Order while your request for review is pending.

10. **Penalties.** Failure to comply with this Order is subject to the penalties contained in C.R.S. §§ 25-1-516 and 18-1.3-501, including a fine of up to five thousand (\$5,000) dollars and imprisonment in the county jail for up to eighteen (18) months and may subject the person to a civil action for damages.

11. This Order is effective as of April \_\_\_\_, 2020 and is in effect for \_\_\_\_ days, through \_\_\_\_\_, 2020, unless extended or earlier rescinded.

ORDERED THIS \_\_\_\_ day of April, 2020.

**BY THE BOARD OF HEALTH FOR ROUTT COUNTY, COLORADO.**

\_\_\_\_\_  
Timothy V. Corrigan, Chair

ATTEST:

\_\_\_\_\_  
Kim Bonner,  
Routt County Clerk and Recorder



**APPENDIX B  
MITIGATION PROTOCOL**

Business name: \_\_\_\_\_

Facility Address: \_\_\_\_\_

Category of Critical Business allowing business to be open: \_\_\_\_\_

Approximate gross square footage of space open to the public: \_\_\_\_\_

Approximate gross square footage of space total: \_\_\_\_\_

**Businesses must implement all applicable measures listed below OR indicate why any measure that is not implemented is inapplicable to the business.**

**Signage:**

\_\_\_\_ Signage has been posted at each entrance of the facility or location to inform all employees and customers that they must:

- avoid entering the facility or location if they have a cough or fever;
- maintain a minimum six-foot distance from one another;
- sneeze and cough into a cloth or tissue or, if not available, into one's elbow;
- not shake hands or engage in any unnecessary physical contact; and
- cover their nose and mouth with a non-medical, cloth face-covering.

\_\_\_\_ Signage has been posted with a copy of the Mitigation Protocol at each entrance to the facility or location.

**Measures To Protect Employee Health:**

\_\_\_\_ Everyone who can carry out their work duties from home has been directed to do so.

\_\_\_\_ All employees have been told not to come to work if sick (including any of the following- headache, sore throat, fever, dry cough, recent inability to taste and smell, shortness of breath, ear aches, body aches, diarrhea, fatigue, vomiting and abdominal pain).

\_\_\_\_ Employee(s) are screened for COVID-19 symptoms each day and excluded if symptomatic.

\_\_\_\_ All desks, individual work stations or work areas are separated by at least six feet.

\_\_\_\_ Break rooms, bathrooms, and other common areas, and other high-touch surfaces are being disinfected frequently, on the following schedule:

Break rooms:

Bathrooms:

Other:

\_\_\_\_\_ Disinfectant and related supplies are available to all employees at their workstations and the following location(s):

\_\_\_\_\_ Hand sanitizer effective against COVID-19 is available to all employees at workstations and the following location(s):

\_\_\_\_\_ There are no employees that travel in and out of Routt County to perform work. If there are employees that travel in and out of Routt County to perform work, the following measures have been implemented in order to reduce that travel and therefore reduce the potential spread of COVID-19:

\_\_\_\_\_ Copies of this Protocol have been distributed to all employees.

Additional Measures:

**Measures To Prevent Crowds From Gathering:**

\_\_\_\_\_ Limit the number of customers in the facility at any one time to \_\_\_\_\_ which allows for customers and employees to easily maintain at least six-foot distance from one another at all practicable times.

\_\_\_\_\_ Post an employee at the door to ensure that the maximum number of customers in the facility set forth above is not exceeded.

\_\_\_\_\_ Placing per-person limits on goods that are selling out quickly to reduce crowds and lines.

Explain:

Additional Measures:

**Measures To Keep People At Least Six Feet Apart:**

\_\_\_\_\_ Placing tape or other markings at least six feet apart in customer line areas inside the store and on sidewalks to public entrances with signs directing customers to use the markings to maintain distance.

\_\_\_ Separate order areas from delivery areas to prevent customers from gathering.

\_\_\_ All employees have been instructed to maintain at least six feet distance from customers and from each other, except employees may momentarily come closer when necessary to accept payment, deliver goods or services, or as otherwise necessary.

Additional Measures:

**Measures To Prevent Unnecessary Contact:**

\_\_\_ Preventing people from self-serving any items that are food-related.

\_\_\_ Lids for cups and food-bar type items are provided by staff; not for customers to grab.

\_\_\_ Bulk-item food bins are not available for customer self-service use.

\_\_\_ Contactless payment systems have been provided or, if not feasible, sanitizing payment systems regularly. Describe:

\_\_\_ Providing curb-side drop-off/pick-up of products.

**Measures To Increase Sanitization:**

\_\_\_ Disinfecting wipes that are effective against COVID-19 are available near shopping carts and shopping baskets.

\_\_\_ Employee(s) assigned to disinfect carts and baskets regularly.

\_\_\_ Hand sanitizer, soap and water, or effective disinfectant is available to the public at or near the entrance of the facility, at checkout counters, and anywhere else inside the facility or immediately outside where people have direct interactions.

\_\_\_ Disinfecting all payment portals, pens, and styluses after each use. Disinfecting all high-contact surfaces frequently.

Additional Measures:

**Measures To Reduce Exposures in Employee Shared Transportation:**

\_\_\_ Employee(s) are screened for COVID-19 symptoms each day and excluded if symptomatic.

\_\_\_ Hand sanitizer is used by each employee prior to entering the vehicle.

\_\_\_ The number of passengers has been reduced by 50% of the vehicle's occupancy and passengers sit in locations to maximize the distance between one another.

\_\_\_ Employees wear a non-medical, cloth face-covering when in vehicle containing more than one person.

\_\_\_ Windows will remain open or ventilation is increased.

\_\_\_ Disinfecting all high-contact surfaces of the vehicle will be done at the end of each day.

**Additional measures:**

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Supervisor/Employee to contact with any questions or comments about this protocol:

Name: \_\_\_\_\_

Phone number: \_\_\_\_\_