

ROUTT COUNTY BOARD OF COUNTY COMMISSIONERS

Timothy V. Corrigan
District I

Douglas B. Monger
District II

M. Elizabeth Melton
District III

Work Session

November 9, 2020

Times listed on the agenda are approximations and may be longer or shorter, or being earlier than scheduled, with no notice. Agendas are subject to change 24 hours before the meeting start time. To ensure you have the most up-to-date information, please check the agenda after 24 hours of its start time.

If you are joining the meeting for a specific item, please join 10 minutes before the item to ensure you are present for the beginning of the item.

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/85106670945?pwd=UXZZSGx1Q01Mc0s2ckIGVk13Qld5UT09>

Password: 522

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 253 215 8782 or +1 346 248 7799 or +1 669 900 6833 or +1 301 715 8592
or +1 312 626 6799 or +1 929 205 6099
Webinar ID: 851 0667 0945
Password: 522

The Routt County Board of Health or Board of Commissioners may enter executive session pursuant to C.R.S. 24-6-402(4)(b) to receive legal advice related to any of the below items.

1. **9:30 A.M. COUNTY MANAGER UPDATE**
Mark Collins, Interim County Manager

2. **10:15 A.M. LEGAL**
Erick Knaus, County Attorney

3. **11:00 A.M. PURCHASING**
Julie Kennedy, Purchasing Agent

A. MEDICATION-ASSISTED TREATMENT SERVICES

Consideration for approval of and authorization for the Chair to sign the 2020 Professional Services Agreement (PSA) and the electronic signature of the County Manager on the PO to Front Range Clinic, P.C.

in the amount not to exceed of \$50,000 for weekly services in the Routt County Jail to support of the Jail Based Behavior Services (JBBS) awarded grant.

Documents:

[2020 PSA SUBSTANCE ABUSE TREATMENT IN RC JAIL BCC AGENDA COMMUNICATION FORM -.PDF](#)
[2020 PSA SUD MAT SERVICES WITH FRONT RANGE CLINIC.PDF](#)
[ROUTT COUNTY MAT SERVICES PSA EXHIBIT A.PDF](#)

4. 11:15 A.M. EMERGENCY MANAGEMENT
David 'Mo' DeMorat, Emergency Operations Director

A. EMERGENCY OPERATIONS CENTER REVIEW

Executive session may be requested for discussion of a personnel matter under C.R.S. Section 24-6-402(4)(f)(I)&(II) and not involving: any specific employees who have requested discussion of the matter in open session; any member of this body or any elected official; the appointment of any person to fill an office of this body or of an elected official; or personnel policies that do not require the discussion of matters personal to particular employees.

Documents:

[BCC TIME TO DISCUSS EOC CHALLENGES.PDF](#)

5. 12:15 P.M. MEETING ADJOURNED

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/85106670945?pwd=UXZZSGx1Q01Mc0s2ckIGVk13Qld5UT09>

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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

ITEM DATE: October, 2020	ITEM TIME:

FROM:	J. Kennedy/J. Boyle
TODAY'S DATE:	October 13, 2020
AGENDA TITLE:	Medication-Assisted Treatment (MAT) Services in Routt County Jail

CHECK ONE THAT APPLIES TO YOUR ITEM:
<input checked="" type="checkbox"/> ACTION ITEM
<input type="checkbox"/> DIRECTION
<input type="checkbox"/> INFORMATION

I. DESCRIBE THE REQUEST OR ISSUE:
 Consideration by the Board of County Commissioners to approve the signature of the Chair on the 2020 Professional Services Agreement (PSA) and the electronic signature of the County Manager on the PO to Front Range Clinic, P.C. in the amount not to exceed of \$50,000 for weekly services in the Routt County Jail to support of the Jail Based Behavior Services (JBBS) awarded grant.

II. RECOMMENDED ACTION (motion):
 Consideration by the Board of County Commissioners to approve the signature of the Chair on the 2020 Professional Services Agreement (PSA) and the electronic signature of the County Manager on the PO to Front Range Clinic, P.C. in the amount not to exceed of \$50,000 for weekly services in the Routt County Jail to support of the Jail Based Behavior Services (JBBS) awarded grant.

III. DESCRIBE FISCAL IMPACTS (VARIATION TO BUDGET):
PROPOSED REVENUE (if applicable): \$
CURRENT BUDGETED AMOUNT: \$103,500
PROPOSED EXPENDITURE: \$50,000
FUNDING SOURCE: JBBS Grant for Mental Health Services 10194404 720929
SUPPLEMENTAL BUDGET NEEDED: YES NO

Explanation:

IV. IMPACTS OF A REGIONAL NATURE OR ON OTHER JURISDICTIONS (IDENTIFY ANY COMMUNICATIONS ON THIS ITEM):
 None



ROUTT COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA COMMUNICATION FORM

V. BACKGROUND INFORMATION:

Lt. Joseph Boyle, Routt County's Sheriff's office, applied for and received a Jail Based Behavior Services (JBBS) Grant to provide group therapy counseling to inmates who have been screened and identified with a Substance Use Disorder (SUD) in 2019 for \$85,000. This Grant has been expanded to \$103,500 for the ability to include SUD Medication-Assisted Treatment (MAT) for the on-site administration of medication and inmate continuity of care while incarcerated through release with ongoing care. This service will be in conjunction with the original intent of the JBBS Grant to provide group therapy.

Lt. Boyle received two quotes from MAT providers and has interviewed both. He feels confident that Front Range Clinic, P.C. offers the best program and consistency of service. This is an important aspect of this program that has been missing from our current provider. After speaking with the Routt County Public Health Director, we are aware of how important this aspect and the specialized nature of these services.

VI. LEGAL ISSUES:

None

VII. CONFLICTS OR ENVIRONMENTAL ISSUES:

None

VIII. SUMMARY AND OTHER OPTIONS:

Recommend the Board of County Commissioners approve the signature of the Chair on the 2020 Professional Services Agreement (PSA) and the electronic signature of the County Manager on the PO to Front Range Clinic, P.C. in the amount not to exceed of \$50,000 for weekly services in the Routt County Jail to support of the Jail Based Behavior Services (JBBS) awarded grant.

IX. LIST OF ATTACHMENTS:

PSA to Front Range Clinic, P.C. with Exhibit A: Front Range Clinic, P.C. Proposal

AGREEMENT REGARDING PROVISION OF PROFESSIONAL SERVICES

This Agreement Regarding Provision of Professional Services (the "Agreement") dated as of October 20, 2020, is between Front Range Clinic, P.C. ("Contractor") and Routt County, Colorado ("County"), by and through its Board of County Commissioners ("Board").

Recitals

- A. County has heretofore requested proposals from various consultants for: Substance Use Disorder (SUD) Medication-Assisted Treatment (MAT) Services (the "Project");
- B. Contractor has submitted to the County a proposal for the Project and represented to County that it has the expertise and personnel necessary to properly complete the Project;
- C. After considering the proposals submitted by various consultants for the Project, the Board has decided to accept the proposal of Contractor for the Project subject to the execution of a contract between the Contractor and County acceptable to the Board; and
- D. Contractor and County intend by this Agreement to set forth the scope of the work to be done by Contractor in connection with the Project and related terms and conditions to govern the relationship between Contractor and County in connection with the Project.

Terms and Conditions

1. Scope of Project: Contractor shall perform the work described in the attached Exhibit A entitled "Pre-Discharge SUD Treatment / MAT Induction Services" which was submitted by Contractor as part of its proposal. Contractor shall perform the work for the Project in a skillful, professional and competent manner and in accordance with the standards of care, skill and diligence applicable to consultants in the field in which Contractor practices with respect to such work.
2. Compensation and Payment: As consideration for the work to be performed by Contractor hereunder, County shall pay to Contractor an amount not to exceed a total of \$50,000.00. The compensation to be paid to Contractor shall be paid upon receipt of monthly invoice.

During the Project, Contractor shall submit billings for its reimbursable costs and work performed in connection with the Project on a monthly basis no later than the 10th day of the month following the month in which the work billed was done.

Such billings shall be submitted to Lt. Joseph Boyle for review and approval and shall segregate reimbursable costs from charges for professional services and, upon request,

Contractor shall provide County with such other supporting information as County may request. County shall pay all properly submitted invoices within 30 days after receipt of each such invoice and any supporting information requested by County. All billings shall include the Contractor's taxpayer identification number or social security number.

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 of County 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.

3. Time for Completion of Project: Contractor shall work diligently to complete the work described in Exhibit A by December 31, 2020. County recognizes however, that there may be delays in the completion of the work beyond the control of the Contractor and County, therefore, agrees that Contractor's obligation hereunder is one of diligence and is not a covenant or representation that the Project will be completed within said time period. Contractor shall, however, be responsible for promptly notifying County of delays in the completion of the Project which Contractor believes are attributable to County.

4. Personnel: Contractor understands that in retaining Contractor, County is relying primarily upon the expertise and personal abilities of TBD. This Agreement is conditioned upon the continuing direct personal involvement of TBD in the Project. County understands that others may work on portions of the Project. However, those employees shall be under the direct supervision of TBD. In the event that TBD, for any reason, is unable to remain involved in the Project, or in the event that TBD ceases to be involved in the Project as planned, Contractor shall immediately advise County of such fact and County shall have the option to terminate this Agreement.

5. Insurance: Contractor shall be responsible for worker's compensation and all other benefits for Contractor and its employees working on the Project and such employees shall not, for any reason, be deemed the agents, servants or employees of County. **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.** Contractor shall maintain commercial general liability insurance 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 work on the Project, Contractor shall cause County to be named as an additional insured and shall provide County with evidence, acceptable to County, that the insurance required hereby 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.

6. Employment of Illegal Aliens: 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. No Assignment: The parties to this Agreement recognize that the services to be provided pursuant to this Agreement are professional in nature and that in entering into this Agreement, County is relying upon the personal services and reputation of TBD. Therefore, Contractor may not assign its interest in this Agreement without the prior written consent of County, which may withhold such consent in its sole discretion. Except as so provided, 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.

8. Conflicts of Interest: Neither Contractor nor any of its employees shall, at any time during the term of this Agreement, do work for, nor shall they have any financial interest or other relationship with any entity or project which would constitute a conflict of interest or influence or otherwise jeopardize the professional judgment of Contractor in connection with the Project.

9. Confidentiality: Contractor acknowledges that it may receive confidential information from County in connection with the Project or, as part of the Project, develop such information. Contractor shall take all precautions necessary to maintain and protect the confidentiality of any such information and to ensure that it shall be used only for the purposes of the Project.

10. Ownership of Work: Subject to County's obligation to compensate Contractor, all work, reports, designs, drawings, renderings and other work product produced by Contractor in connection with the Project shall belong to County and Contractor shall not use any part thereof for purposes other than the Project without the written consent of County.

11. Indemnification: Each party hereto shall indemnify the other party and hold and defend the other party and its officials, officers and employees harmless from all costs, claims and expenses arising from claims made by any person in connection with the acts or omissions of, or representations by, the indemnifying party if such cost, claim or expense is caused by, or is claimed to be caused by, the acts or omissions of the indemnifying party or its officials, officers or employees. This indemnification shall not apply to claims by third parties against the indemnified party to the extent that the indemnified party is liable to such third party for such claim without regard to the involvement of the indemnifying party. It shall be a condition to liability under this paragraph that the indemnified party promptly provide to the indemnifying party a copy of any summons, complaint or other notice of claim with respect to any claim for which the indemnified party may seek indemnification or defense hereunder. Within 10 days following the giving of such notice of claim by the indemnified party, the indemnifying party shall acknowledge receipt of such notice in writing to the indemnified party and, in such notice, accept the defense and obligation to indemnify the indemnified party hereunder. Following such acknowledgment, the indemnifying party shall take all actions reasonably necessary to protect the indemnified

party from such claim and the indemnified party shall cooperate in such defense. In the event that the indemnifying party fails or refuses to give such acknowledgment of receipt and acceptance to the indemnified party within the 10 day period specified, the indemnified party may, but shall not be obligated, to assume its own defense and thereafter recover all costs of such defense from the indemnifying party.

12. Termination: County may terminate this Agreement at any time during the Term of this Agreement upon 10 days' written notice to Contractor without cause; provided, however, that within 30 days following such termination Contractor shall render a final billing for work completed and expenses incurred to the date of termination which shall be paid by County in accordance with Paragraph 2 hereof. In the event that County fails to pay any billing by Contractor for Work hereunder when due, then upon 10 days' written notice to County of such delinquency and the failure of County to pay all amounts then due to Contractor within such 10 day period, Contractor may, at its election cease work hereunder and terminate this Agreement by giving a written notice to County advising of such election. Such written notice of Contractor's election to terminate this Agreement may, but need not, be included in the notice of delinquency required hereunder. In such case such notice of the election to terminate shall be stated in the conditional form that the Agreement shall be terminated if payment is not received within the 10 day period provided for payment of any delinquency.

13. Notices: Any notice required under this Agreement may be personally delivered or mailed in the United States mails, first class postage prepaid to the party to be served at the following addresses:

Contractor: Front Range Clinic, P.C.
 1120 E. Elizabeth Street
 Suite G-2
 Fort Collins, CO 80524
 Attn: TBD

County: Routt County Board of Commissioners
 Routt County Courthouse
 522 Lincoln Avenue, Suite 30
 Steamboat Springs, Colorado 80487

Notices personally served shall be deemed served on the date of delivery. Notices mailed shall be deemed served the next business day following the date of mailing if mailed in the State of Colorado otherwise on the date which is two business days following the date of mailing.

14. Attorney Fees: 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.

15. Entire Agreement: This Agreement constitutes the entire agreement between the parties concerning the Project and may not be amended except by a written document executed by both parties hereto.

16. Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and which together shall constitute a single instrument.

17. Choice of Laws and Venue: 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. The parties agree that venue in any action to enforce or interpret this Agreement shall be in the District Court in the Fourteenth Judicial District for the State of Colorado.

Front Range Clinic, P.C.

By: _____

Printed Name: _____

Title: _____

Routt County, Colorado

By: _____

Timothy V. Corrigan, Chair
Board of County Commissioners

ATTEST:

Kim Bonner
Routt County Clerk



Front Range Clinic Routt County Jail Proposal

Pre-Discharge SUD Treatment / MAT Induction Services- working document 9/24/2020

This proposal summarizes the processes and costs of Front Range Clinic supporting Routt County Jail in offering SUD Treatment and medications for addiction treatment. Below is an outline of services and how it could coincide with when an inmate arrives at the jail.

- When an individual arrives at the jail, they will undergo the standard evaluations. If the evaluations identify the individual as someone with a SUD they will go through standard withdrawal procedure.
 - At risk for SUD
 - Alcohol
 - Opioids
 - Stimulants
 - Sedatives
- Once the inmate completes the withdrawal process, the inmate will meet with an FRC medical provider
 - This creates an opportunity for an intervention point
 - The inmate and provider will discuss treatment options, availability, and eligibility
- If the inmate is uninterested in starting treatment in the jail, they can be referred to FRC or another treatment facility upon release if desired
- An FRC Provider would be embedded in jail for a half day, once a week (this frequency can be scaled up based on need) - could start at once a month or once every 2 weeks
 - Potential Monday (intake days being Wed. & Fri.)
 - Provider will collaborate and communicate with jail medical staff with any plan that includes induction on buprenorphine or the starting of naltrexone.
 - Injectable versions of these medications (Vivitrol and Sublocade) will often be the desired goal versus formulations that demand daily dosing whenever clinically possible
- Medications:
 - In partnership with Alkermes, patient can get a free Vivitrol shot prior to release
 - In discussion with Indivior, buprenorphine patients may be eligible for Sublocade
 - Good candidates for Sublocade may be individuals with a long stay at jail to minimize medication dispensing burden of guards

Routt County Agreement for Professional Services Exhibit A

Pros:

- Minimal change for jail
- Free Vivitrol samples through Alkermes
- Grant money available for Sublocade
- Continuity of care to the outpatient world
 - Post discharge disposition – over 50 locations in the state
- MAT is 100% the focus of FRC, experts in MAT

Costs:

- FRC Provider Time (4-8 hours per week) @ \$60/hr
 - Can be scaled based on need, admin time included in cost
- Oral Medication Costs (buprenorphine tablets & films - generic)
 - Buprenorphine/Naloxone generic film 8-12mg QD (approx. \$1.20/film)
 - \$1.20-\$1.50 per client per day
 - Vivitrol (FREE) - samples provided by Alkermes through existing program
 - Sublocade - potential funding through SON MAT Expansion**
 - Patient will need a 1 - 2 week oral med lead in (1x/d – see above costs)
- Indirect Costs (10%)
- Medical Supervision – already covered through FRC
- Urine Screens - \$25 per patient per visit

Things to consider:

- Jail will need to be registered as a shipping site for injectables
- COVID protocol - contact free? With contact following medical precautions?
 - PPE costs absorbed by FRC
 - Telehealth equipment costs - TBD
- How many people currently go through the W/D protocol? During COVID?
- Lyon Drug - may be able to deliver medications to the jail
- WellPath NP states that she is willing to help facilitate MAT in picking up prescriptions

Time Frame to Launch: 4-6 weeks



ROUTT COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA COMMUNICATION FORM

ITEM DATE: Nov 17, 2020	ITEM TIME: 11:00
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FROM:	Routt County Emergency Operations Director
TODAY'S DATE:	Nov 4, 2020
AGENDA TITLE:	EOC Challenges Discussion
CHECK ONE THAT APPLIES TO YOUR ITEM:	
<input checked="" type="checkbox"/> X ACTION ITEM	
<input type="checkbox"/> DIRECTION	
<input checked="" type="checkbox"/> X INFORMATION	
I. DESCRIBE THE REQUEST OR ISSUE:	
Address BCC questions or concerns regarding activation and operation of the EOC during COVID-19 response and recovery operations	
II. RECOMMENDED ACTION (<i>motion</i>):	
N/A	
III. DESCRIBE FISCAL IMPACTS (VARIATION TO BUDGET):	
PROPOSED REVENUE (<i>if applicable</i>):	
CURRENT BUDGETED AMOUNT:	
PROPOSED EXPENDITURE: N/A	
FUNDING SOURCE:	
SUPPLEMENTAL BUDGET NEEDED: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
IV. IMPACTS OF A REGIONAL NATURE OR ON OTHER JURISDICTIONS (IDENTIFY ANY COMMUNICATIONS ON THIS ITEM):	
None	
V. BACKGROUND INFORMATION:	
Routt County convened the After-Action Review on Oct 8, 2020, to discuss the County's response to the COVID-19 pandemic, focusing on lessons learned and challenges to overcome in order to be better prepared for the next emergency and subsequent operations of the Emergency Operations Center (EOC). Following this After-Action Review the Office of Emergency Management was directed by the County Manager to schedule time with the BCC to discuss EOC challenges and answer any questions or concerns that they have.	
VI. LEGAL ISSUES:	
None	
VII. CONFLICTS OR ENVIRONMENTAL ISSUES:	
None	



ROUTT COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA COMMUNICATION FORM

VIII. SUMMARY AND OTHER OPTIONS:

IX. LIST OF ATTACHMENTS: