

Monroe County Government  
100 W Kirkwood Ave.  
Bloomington, IN 47404



## PUBLIC STATEMENT

The following factual statements are issued by the Monroe County Legal Department at the direction of the Monroe County Health Department Administrator and the Monroe County Board of Commissioners, in response to recent news stories. In the interests of truth, transparency and public service, this Public Statement details the facts related to a contractual relationship the County had with Brandon Drake and/or Pathways, Inc., ("Pathways").

- The Monroe County Health Department received a \$25,000 grant from the Indiana State Department of Health to pilot an overdose response project, with the term of the grant agreement running from January 1, 2018 to August 31, 2018.
- Subsequent to the execution of the grant agreement, the County Commissioners and the Health Department, together, entered into a Treatment Navigator Services Agreement ("Agreement") with Brandon Drake ("Brandon"), individually. Brandon, an independent contractor, was to serve as the Monroe County Treatment Navigator and perform certain services listed in the Agreement through August 31, 2018. On equipment owned and maintained by Monroe County, Brandon was to develop and maintain written, detailed records and work product, which was to be, at all times, the property of and available to the County. Payment of \$2,519.00 was to be made monthly in return for the performance of the terms of the Agreement. The Health Department's grant agreement was incorporated into the Agreement.
- On March 13, 2018, Margie Rice ("Margie"), Penny Caudill ("Penny"), Kathy Hewett ("Kathy"), Commissioner Amanda Barge ("Commissioner Barge") and Brandon met to discuss questions and concerns about the Agreement, communication and Brandon's status as an independent contractor. Brandon seemed unclear about his role as an independent contractor and what the Agreement required of him. In particular, he did not seem to recognize his duty to keep the County informed or that the County would own the work product, at the termination of the Agreement.
- On March 14, 2018, Margie sent an email to Commissioner Barge and Jeff Cockerill regarding considerations that should be made before providing an additional \$10,000 to Brandon by way of a contract with only the Commissioners, to further the work under the Agreement. The possibility of furthering the work with additional funds was mentioned as a possibility in the original Agreement; however, the email provided counsel and advice regarding that prospect.

- On April 18, 2018, the Commissioners alone, without the Health Department, entered into a contract with Pathways ("Pathways Contract"), whose principal is Brandon, to supplement the Agreement and provide 16 additional hours of work per week in the furtherance of the Agreement. The Pathways Contract was for \$10,000 paid in monthly installments of \$2,000 from May through August, upon submission of an invoice with a completed attachment. The Pathways Contract assigned the Agreement to Pathways, Inc. The Pathways Contract intentionally excluded the Health Department and was written in a manner which was intended to clarify and cure performance issues which had already arisen with Brandon under the Agreement.
- On April 18, 2018, Brandon did not attend the initial Overdose Response Plan meeting.
- In April, emails were exchanged between Penny and Brandon discussing, in part, work performed under the Agreement, payment for services and the issuing of invoices.
- On May 2, 2018, Brandon did not attend the Overdose Response Plan meeting, as required by the Agreement.
- On June 1, 2018, Brandon attended the Overdose Response Plan meeting, as required by the Agreement.
- In mid-June, on or around the time for processing invoices for payment, emails were exchanged between Penny and Brandon regarding performance of the terms of the Agreement and hours spent working on the Pathways program. Penny requested communication with Brandon via email on multiple occasions, but Brandon did not respond to Penny's emails.
- In June, the Monroe County Health Department did not receive deliverables required from Brandon under the terms of the Agreement; therefore, the Health Department was advised that they could not process an invoice for payment to Brandon for work performed in May 2018 or beyond until work product was delivered.
- On June 28, 2018, Brandon visited the Legal Department to demand payment under the Agreement. Jeff Cockerill ("Jeff"), Margie, Penny and Brandon held a conference call to discuss Brandon's payment request. It was decided that Brandon should deliver whatever work product he had, in whatever form, in order for a claim to be processed and payment to be issued. Brandon said he would deliver the work product by the end of the day.
- On June 28, 2018, at 11:57 p.m., rather than deliver the work product, Brandon gave a written 30-day notice (via email) to the Health Department and the Commissioners for both the Agreement and the Pathways Contract, effective July 29, 2018. The email was sent to Jeff, Margie, Commissioner Barge, Penny and Kathy.
- On June 29, 2018, Commissioner Barge sent Angie Purdie ("Angie") an email acknowledging Brandon's resignation effective July 29th and recommending payment to him through the end of July,

indicating Jeff was to work with Brandon coordinating office and technical issues and that a presentation to the Commissioners at their next meeting by Brandon may not be necessary.

- On the afternoon of June 29, 2018, Commissioner Barge, Jeff and Margie met to discuss possible resolutions, because Jeff thought it prudent to be ready for a reconsideration by Brandon. Brandon had made known to Commissioner Barge that he was reconsidering his resignation. It was agreed that Jeff would meet with Brandon in the future to discuss options.
- On June 29, 2018, at 3:40 p.m. Brandon sent an email to Commissioner Barge, Angie and Jeff indicating he could still attend the Commissioners' meeting if they wanted, was on board for 30 days and planned to do 100% of the work during the 30-day notice period.
- On July 2, 2018, Commissioner Barge, Penny, Kathy, Jeff and Margie met to determine on what conditions, if any, they would accept a rescission of Brandon's resignation. Concerns regarding continuing to work with Brandon were discussed.
- On July 2, 2018, immediately following the above-mentioned meeting, Jeff met with Brandon and discussed the conditions upon which the County would accept the rescission of Brandon's resignation. Jeff reported in an email on July 2, 2018, at 4:47 p.m. that Brandon had no problem with the timeline or deliverables, but demanded to be paid first.
- Jeff followed up with an email to Brandon on July 2, 2018 at 5:08 p.m. indicating that, in order for the County to allow Brandon's resignation to be rescinded, certain terms would be required before payment would be rendered. Those terms included: providing a finalized framework, loading the current Service Provider list, and providing his current spreadsheet for client interaction, in whatever form, by July 9, 2018; providing the June monthly report by July 10, 2018; updating the spreadsheet for January through April client interactions by July 16, 2018; and updating the client interaction spreadsheet through the end of June by July 23, 2018.
- On July 2, 2018 at 9:10 p.m., Brandon replied to Jeff's email, thanked him for his email and said he had contacted an attorney and was advised to end communication until further instruction.
- On July 2, 2018, Brandon visited County Technical Services Department to receive guidance on how to reach the Pathways folder on the N drive on the County's network, because Brandon had never before done so during the term of the Agreement or the Pathways Contract. In passing, Brandon mentioned to Eric Evans ("Eric") that he lost his County-issued cell phone. Eric made a decision to turn off that County-issued cell phone, for safety and security reasons, and to redirect the number to a different County-issued phone. Eric informed Penny and Margie of his decision, and they concurred.
- On July 3, 2018, Penny Caudill sent two emails to Commissioner Barge, Margie and Angie. Jeff was included on one email. In the emails, Penny indicated she was given a phone by Eric, the Pathways number was switched to that phone, and she was going to change the message on that phone to an appropriate Pathways message.

- On July 5, 2018, Eric sent a summary email with an update on the Pathways phone number. In the summary, he said he discovered that the Pathways number had, unbeknownst to him, previously been forwarded to an answering service over which Brandon had control. Eric expressed security concerns. Eric indicated Brandon was requesting a new phone from the County, but that Margie had advised Eric to discuss this with Jeff upon his return from vacation on July 9, 2018, because of Brandon's July 2nd email indicating he had hired an attorney and was ending communication.
- On July 5, 2018 at 2:07 p.m., Brandon sent an email to Commissioner Barge and Angie Purdie saying he would like to continue working with the Commissioners, if that was still possible.
- On July 9, 2018, Kathy sent Margie, Jeff and Penny an email mentioning a Facebook post that directed people to 812-223-7223, which they believed to be held in the name of Keystone Interventions, a business previously run by Brandon. Margie verified with the Secretary of State that the Keystone Interventions Group, LLC listed Brandon as the Registered Agent and had been administratively dissolved on April 5, 2018. The website developed for the Agreement directed interested parties to the phone number for which Penny had the phone; however the Facebook page indicated that the phone number for Monroe Pathways helpline has changed to 812-223-7223 because it was becoming an issue managing two phones. The County believed Brandon changed the Facebook without permission or proper communication.
- On July 9, 2018, Kathy also asked Jeff if he would be talking to Brandon because she needed information for her June report to the State Department of Health. The information for the report had not been provided by Brandon, as required.
- On July 10, 2018, Eric sent an email to Jeff and Angie reminding them that Brandon still had a County-issued laptop and iPad, which should be returned if the Agreement and the Pathways Contract were terminated.
- On July 11, 2018, Jeff and Angie met with the Commissioners to discuss how to move forward with Pathways.
- On July 12, 2018, Jeff, Margie and Penny discussed the status quo and obligations to the State Department of Health. Subsequently, Angie, Jeff and Margie discussed next steps. Margie sent an email to Commissioner Barge, Angie, Penny, Kathy and Jeff suggesting a meeting to discuss how to move forward without Brandon and tie up loose ends.
- On July 12, 2018, the County Attorneys met to discuss their concerns with Brandon, safeguarding county property and information, and how to best present all relevant information to all the Commissioners and the Health Department. They decided upon a written Memo.
- On July 13, 2018, Jeff, Dave Schilling ("Dave"), Margie, Penny, Kathy, and Angie met to discuss next steps and recommendations to the Commissioners. It was agreed that Jeff should contact Brandon to determine the name of his attorney and to request, again, the deliverables requested on July 2nd.

- On July 13, 2018, Jeff emailed Brandon and asked for the name of Brandon's attorney. Brandon, who was out of town, immediately responded via email indicating he dropped his attorney in a spirit of moving forward cooperatively with the Health Department and indicated he would be at the Commissioners' meeting on Wednesday, July 18th. Jeff responded asking Brandon to call him on Monday, July 16th.
- On July 16, 2018, at 4:00 p.m. Jeff initiated a conference call with Brandon, on which Margie and Dave joined. Jeff and Brandon agreed to meet at 9:30 a.m. on July 19, 2018 with Kathy to work on the deliverables the County needed for reporting purposes and to meet the terms of the Agreement. Jeff asked Brandon to bring his County-issued laptop, iPad and spreadsheet with the information needed. Brandon requested payment at that time, but Jeff said they would discuss that on Thursday.
- On July 17, 2018 at 2:35 a.m., via email Brandon indicated that he would attend, but accomplishment of the goals of the meeting would be compromised if his June check not brought. Brandon refused to accept the County's process for approving claims and issuing payments and did not agree to deliver any work product unless payment was made.
- On July 17, 2018, the Monroe County Legal Department issued confidential attorney/client communication, in the form of a Memorandum, to the Commissioners and the Health Department Administrator outlining their concerns about the Agreement and the Pathways Contract, Brandon's unprofessionalism, poor communication, poor performance, and delivery of work product or lack thereof.
- Brandon did not attend the Commissioners' meeting on July 18, 2018, as indicated.
- On July 19, 2018, Jeff, Kathy, and Commissioner Barge met with Brandon to discuss what was necessary for the County to meet the grant obligations and to put together a calendar of next steps. Due to much back and forth regarding Brandon's expectation to be paid and the County's expectation to see work product, the meeting only resulted in Brandon showing Kathy the information on the Pathway's laptop. Kathy confirmed that some information was saved.
- On July 19, Brandon did not attend the Overdose Response Plan meeting, as required by the Agreement.
- On July 25, 2018, Brandon gave his contractually-required monthly presentation to the Commissioners, and the County issued payment for the June invoice for the Pathways Contract, as was discussed at the July 19 meeting. Further work product was not delivered by Brandon.
- On July 30, 2018, Brandon did not attend the Overdose Response Plan meeting.
- On August 9, 2018 Jeff met with United Way representatives to discuss the County's possible role in United Way's funding for the Pathways program. The conversation included suggested requirements for Brandon. Immediately after the meeting, Jeff requested Brandon get in touch with him to discuss this matter.

- On August 17, 2018, Jeff emailed Brandon the general terms of the United Way discussion, as well as remaining items necessary to close out Brandon's Pathways Contract with the Commissioners.
- On August 21, 2018, Brandon indicated he was going to attend the Commissioners' meeting on the 22<sup>nd</sup> to make the presentation required by the Pathways Contract. Brandon did not show up at the August 22<sup>nd</sup> meeting.
- On August 28, 2018, Brandon indicated he was going to be attend the Commissioners' meeting on August 29<sup>th</sup> to make the presentation required in the Pathways Contract. Brandon did not show up at the August 29<sup>th</sup> meeting.
- On August 29, 2018, Brandon indicated that the County's involvement with United Way was not necessary and that Brandon would proceed without the County's involvement.
- On October 2, 2018, Brandon requested, from Jeff, a copy of the Agreement and the Pathways Contract.
- On October 4, 2018, Brandon confirmed, to Jeff, receipt of the Agreement and the Pathways Contract.
- On October 17, 2018, Brandon made a presentation to the Commissioners, as required by the Pathways Contract.
- On October 18, 2018, Brandon submitted invoices for July and August work performed under the Pathways Contract. Payment was issued on October 31<sup>st</sup>.
- Brandon returned the County-issued laptop and iPad on or before November 3rd. The iPad was returned in a non-functional state. There was no evidence of work product saved on the laptop. The phone issued to Brandon by the County was never returned by Brandon, who claimed it was lost.