



Board of Public Health

## Moffat County Board of Public Health Meeting

*Date: September 2, 2020*

*Time: 10:00 am*

*Moffat County Courthouse – BOCC Chambers*

### *Agenda Items – Topic:*

- 1. Agreement Regarding Provision of Medical Officer Services to the Moffat County Public Health Agency*
- 2. “Protect Our Neighbors” COVID-19 Containment Plan*

*General Discussion*

*Next meeting:*

**AGREEMENT REGARDING PROVISION OF MEDICAL OFFICER SERVICES TO  
THE MOFFAT COUNTY PUBLIC HEALTH AGENCY**

This Agreement Regarding Provision of Medical Officer Services to the Moffat County Public Health Agency (“Agreement”) is entered into by and between Moffat County, Colorado (“County”), acting by and through its Board of County Commissioners (“BOCC”), acting as the Board of Health for Moffat County (“Board of Health”), and Allan Reishus, M.D. (“Medical Officer”).

RECITALS

A. Kari Ladrow, who has been selected by the Board of Health to serve as the Public Health Director for Moffat County, is not a physician. Therefore, the Board of Health is mandated to employ or contract with at least one medical officer to advise the Public Health Director on medical decisions pursuant to Colo. Rev. Stat. § 25-1-508(5)(c)(1).

B. The Board desires to contract with Allan Reishus, M.D. as the Medical Officer to the Public Health Agency, and Dr. Reishus is willing to fulfill the role as the Medical Officer to the Public Health Agency.

C. Dr. Reishus possesses the necessary skills, credential, education and experience to provide services as a Medical Officer for the Moffat County Public Health Agency, including advising the Public Health Director on medical decisions.

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

1. Purpose: The purpose of this Agreement is to secure the non-exclusive services of a licensed physician to serve as Medical Officer to the Public Health Agency and to fulfill all the powers and duties of that position.

2. Term: The term of this Agreement shall commence on August 28, 2020 and shall continue until it is revoked by the BOCC in its capacity as the Board of Health. Either Party may terminate this Agreement at any time for any reason by providing thirty (30) day’s written notice to the other.

All financial obligations of the BOCC, the Board of Health or the Public Health Agency under this Agreement subsequent to the fiscal year in which it is signed are contingent upon funds for this purpose being budgeted, appropriated, and otherwise made available for this purpose by the BOCC. This Agreement shall not be deemed to create any multiple-fiscal year direct or indirect debt or other financial obligation whatsoever for purposes of Section 20(4)(b) of the Colorado Constitution.

3. Physician Responsibilities: Throughout the term of this Agreement, Dr. Reishus agrees to:

- a. Maintain a valid and unrestricted license to practice medicine in the state of Colorado;
- b. Obtain and maintain an unrestricted Drug Enforcement Administration (“DEA”) registration;
- c. Adhere to the standards and principles of medical ethics of the American Medical Association, and all recognized associations or accrediting boards concerned with physician’s area of medical specialty;
- d. Notify the Public Health Director immediately if his licenses or registrations are restricted or cancelled;
- e. Maintain current knowledge of public health threats and treatment guidelines;
- f. Report and direct all media inquiries to the Public Health Director; and
- g. Refrain from representing to any third person or entity that he is authorized to enter into any contract for or on behalf of the Public Health Agency and shall not execute any contract for or on behalf of the Public Health Agency or attempt to bind the Public Health Agency to any obligations without the Public Health Director’s specific and prior written consent.

4. Services Provided By Physician Serving As Medical Officer: Dr. Reishus agrees to provide the following administrative services to the Public Health Agency in his role as Medical Officer:

- a. Medical advice and consultation on topics including, but not limited to, communicable diseases control, immunizations, indigent health care, screening programs and any other health service provided by the Public Health Agency either by telephone, email, or in person;
- b. Advise and consult with Public Health Agency’s nurses and staff with regard to prescriptive authority provided to them in program areas defined by the Parties;
- c. Advise and consult with the Public Health Director on issues that impact public health, including both preparedness for and response to public health emergencies;
- d. Advise and consult with the BOCC acting as the Board of Health and others as requested on matters relating to public health, including sanitary standards and abatement of nuisances;

- e. Attend meetings of the Public Health Agency and Board of Health upon the request of the Public Health Director;
- f. Review and provide input on various documents and plans such as the public health plan, emergency preparedness and response plans, outbreak plans, and maternal and child health plans;
- g. Delegate prescriptive authority if appropriate;
- h. Review and approve Public Health Clinic protocols; and
- i. Serve as signing authority with regard to grants that require a Drug Enforcement Administration number.

5. Public Health Agency Responsibilities: Throughout the term of this Agreement, the Public Health Agency:

- a. Shall not interfere with the usual physician/patient relationship, or with Dr. Reishus' independent exercise of judgment in the practice of medicine;
- b. Shall not be in violation of acceptable medical ethics;
- c. Shall communicate with Dr. Reishus regarding medical matters that the Public Health Agency desires to be addressed by Dr. Reishus as the Medical Officer;
- d. Coordinate, manage and take action appropriate and necessary to support the Medical Officer; and
- e. Shall reimburse Dr. Reishus for approved business expenses up to \$3,500.00 per year, including travel expenses and related costs and also for any expense for obtaining a Drug Enforcement Administration number.

6. Volunteer Status of Medical Officer: Dr. Reishus agrees to serve as Medical Officer for the Moffat County Board of Health and the Moffat County Public Health Agency on a volunteer basis, knowing that he will receive no compensation for fulfilling the duties and responsibilities as Medical Officer.

7. Business Expenses. Dr. Reishus shall be entitled to reimbursement for reasonable and necessary business expenses up to \$3,500.00 per year. Such expenses shall include travel, food, lodging and similar expenses upon submission of appropriate documentation, as budgeted and approved in advance by the Moffat County Board of Health in its discretion. Dr. Reishus shall be reimbursed for his expenses, if any, for obtaining a Drug Enforcement Administration number.

8. Insurance: The services performed by Dr. Reishus as the Public Health Agency Medical Officer, shall be at all times covered by the Colorado Governmental Immunity Act, found at Colorado Revised Statutes, Title 24, Article 10, as specifically provided by C.R.S. § 25-1-508(5)(d)(II).

Dr. Reishus shall not be required to maintain Professional Liability Insurance coverage for services performed in the role of Medical Officer pursuant to this agreement.

9. Independent Contractor Relationship: The relationship of Dr. Reishus to the BOCC, the Board of Health and/or the Public Health Agency shall be that of an independent contractor. Dr. Reishus is not an employee of any of these entities and is an independent contractor as provided in C.R.S. Section 8-40-202(2).

10. Medical Records: In preparing, reviewing, or providing any records under this Agreement, the Public Health Agency and Dr. Reishus shall comply with all applicable state and federal laws relating to the privacy and confidentiality of medical records, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

11. Compliance with Applicable Law: The Public Health Agency and Dr. Reishus shall comply with all applicable federal, state and local laws, ordinances, codes and regulations in providing the services detailed in this agreement.

12. No Assignment or Amendment: The rights and obligations agreed to in this Agreement may not be subcontracted, assigned or delegated by any Party. This Agreement may not be modified, amended or otherwise altered, unless mutually agreed upon in a writing executed by Parties.

13. Governing Law: The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. Should either the BOCC or Dr. Reishus institute legal action for enforcement of any obligation contained herein, it is agreed that venue shall be in Moffat County, Colorado and that all rights concerning remedies shall survive the termination of this Agreement.

14. Severability: Should any provision of this Agreement be determined by a court of competent jurisdiction to be unconstitutional or otherwise null and void, the remaining provisions of the Agreement shall remain in full force and effect.

15. Notice: Notices provided under this Agreement shall be given in writing either by hand delivery or by certified return receipt requested United States mail, to the following:

*To Moffat County:* Moffat County Board of Health  
221 West Victory Way, Suite 130, Craig, CO 81625

*To Physician:* Dr. Allan Reishus, 601 Sandrock Drive, Craig, CO 81625





Board of Public Health

#

September 1, 2020

Protect Our Neighbors Review Committee  
Colorado Department of Public Health and Environment

To Whom It May Concern:

This letter serves as an attestation for COVID response in Moffat County, Colorado and as a formal request to move from the second COVID response phase “Safer at Home” to the third and final “Protect Our Neighbors” phase. Moffat County currently has a 15.09 per 100,000 positive test rate or 2 total new cases in the past two weeks and a .61% test positivity rate. Additionally, Moffat County has 2 full time Public Health Nurses in addition to 6 contact tracers hired for contact tracing capacity, one of whom speaks Spanish to support with Latino community contact tracing.

Prior to the COVID pandemic, the Local Public Health Director, Kari Ladrow, initiated the Community Infectious Disease Emergency Response (CIDER) Team to solidify relationships amongst CDPHE and the healthcare partners in the community. This group has continued to work collaboratively throughout the pandemic to keep communications lines open to develop strategy and to work as partners in how to approach the pandemic. She also initiated the Vulnerable Populations Task Force for the specific purpose of protecting the vulnerable populations in our communities. Public Health has continued the strategy of ongoing community based testing of vulnerable populations as well as weekly meetings of the Vulnerable Populations Task Force partners from Horizons (Community Centered Board for Individuals with Developmental Disabilities, Sandrock Ridge (LTCF), Casey’s Pond (LTCF), the Haven (ALF), Integrated Communities (Service Provider for Non-English Speaking Residents), the Department of Human Services and other partners within the community.

There has been a strategic testing strategy in place since the beginning of the pandemic with community testing; including drive through testing, since March and we continue to work collaboratively as communities in order to support our vulnerable and the community as a whole. As demonstrated by the collective efforts of the entirety of Moffat County towards COVID-19 mitigation, we believe we are ready to transition to “Protect Our Neighbors” because of the diligence of our community members throughout this pandemic.

By signing this letter, Memorial Regional Health attests and certifies they are ready to move forward to the third and final “Protect Our Neighbors” phase and that they have completed a review of the criteria set forth by Governor Jared Polis.

The following is a review of the healthcare facility (Memorial Regional Health) for the metrics outlined in the “Protect Our Neighbors” phase for Craig, Colorado COVID response.

- Bed Capacity: Memorial Regional Health attests its facility can manage a 20% surge in hospital admissions and patient transfers.

---

221 West Victory Way, Ste 130  
Craig, CO 81625  
(970) 824-5517  
(970) 824-9191 (fax)

**Don Cook**  
District 1

**Ray Beck**  
District 2

**Donald Broom**  
District 3

- The Memorial Regional Health attests its facility has a two weeks supply of Personal Protective Equipment (PPE).
- Memorial Regional Health attests its facility has had a
  - Stable (No greater that a 25% increase in COVID hospitalizations)
  - A declining count of new confirmed hospitalizations in the last 14 days and
- Fewer new cases
  - No more than 2 new admissions on a single day in the last 14 days.

By signing this letter, the Moffat County Public Health Agency attests and certifies it has the capacity to:

- The ability to test 15 people per 100,000 of Moffat County residents per day
- Contact Trace and Conduct Case Investigations for at least 85% of assigned cases within 24 hours
- A documented surge-capacity plan for case investigation and contact tracing (a plan to be able to trace up to 8.7 cases per 100,000 population per day
- Documented strategies to offer testing to close contacts

By signing this letter, Law Enforcement and Emergency Management certify they are in support of the Local Public Health Director, Board of Health, Memorial Regional Hospital and Healthcare Partners to provide ongoing by attesting and certifying:

- Support for the containment plan outlined in this certification
- A commitment to support the LPHA director(s) as the agency works to meet these thresholds
- A commitment to utilize their office/agency's tools and resources to encourage compliance with the containment plan outlined in this certification as well as public health orders, and take appropriate enforcement actions when needed

The City of Craig attests and certifies by the signature of this letter:

- Support for the containment plan outlined in this certification
- A commitment to support the LPHA director(s) as the agency works to meet these thresholds
- A commitment to utilize their office/agency's tools and resources to encourage compliance with the containment plan outlined in this certification as well as public health orders, and take appropriate enforcement actions when needed.

\_\_\_\_\_  
Ray Beck, Chairman  
Commissioner

Date: \_\_\_\_\_

\_\_\_\_\_  
KC Hume  
Moffat County Sheriff

Date: \_\_\_\_\_

\_\_\_\_\_  
Kari Ladrow  
Moffat County Public Health Director

Date: \_\_\_\_\_

\_\_\_\_\_  
Dr. Allen Reishus  
Moffat County Public Health Medical Officer

Date: \_\_\_\_\_

\_\_\_\_\_  
Jarrod Ogden  
Mayor, City of Craig

Date: \_\_\_\_\_

\_\_\_\_\_  
Andy Daniels  
CEO, Memorial Regional Health

Date: \_\_\_\_\_