

Independent Ethics Commission – Formal Complaint Form

Before the Independent Ethics Commission
of the State of Colorado

For Commission Use Only

Received date: 29-Aug-2023

Case. No.: 23-23

The Complainant is: Todd Weaver

(name)

Mailing Address: 398 Lewis Street

P.O. Box 1507

Pagosa Springs, CO 81147

Daytime telephone number: (970) 264-8321

Email address: tweaver@archuletacounty.org

The Respondent is: Lianne Jollon

(name)

Mailing Address: [REDACTED]

[REDACTED], CO [REDACTED]

Daytime telephone number: [REDACTED]

Email address: Unknown

When did the alleged violation occur: March 2020 through May 2023

Describe the specific acts or things complained of, with facts that provide a full understanding of the alleged violation(s). If possible, cite the specific ethical standards alleged to have been violated and describe how the violation(s) occurred. Use additional pages if necessary. Attach any documentary evidence you wish to submit.

Please see the attached Complaint and supporting documents.

Description of acts or things complained of (continued):

Advisement regarding remedies and penalties: Pursuant to Colo. Const. art. XXIX, § 6, a covered individual found to have breached the public trust for private gain is liable for double the amount of the financial equivalent of any benefits obtained by such actions. The manner of recovery and additional penalties may be provided by law. The Commission does not assess criminal penalties, award injunctive relief, or award damages to complainants.

I hereby acknowledge that the facts presented herein are true to the best of my knowledge, and I will cooperate in the process regarding this complaint and will appear at any proceeding of the Independent Ethics Commission if the complaint is scheduled for a hearing.

Signature: 

Attorney (if applicable): _____

Dated at Pagosa Springs (City), Colorado, this 29th day of August, 2023.

Created by Article XXIX of the Colorado Constitution, the Independent Ethics Commission may review and hold hearings on matters falling within its jurisdiction as outlined in Article XXIX.

Colorado Independent Ethics Commission 1300 Broadway, Suite 240 Denver, CO 80203	
In Re the Matter of: Liane Jollon, former Executive Director of San Juan Basin Public Health	
Complainant: Todd A. Weaver Archuleta County Attorney Address: 398 Lewis Street, P.O. Box 1507 Pagosa Springs, CO 81147 Phone: (970) 264-8321 Email: TWeaver@archuletacounty.org	COMPLAINT NUMBER: _____
COMPLAINT	

COMES NOW, Todd A. Weaver, Archuleta County Attorney, and submits this Complaint pursuant to Rule 5 of the Colorado Independent Ethics Commission Rules of Procedure, and states as follows:

A. STATEMENT OF FACTS

1. San Juan Basin Public Health (“SJBPH”) is a district public health agency organized pursuant to C.R.S. § 25-1-506.
2. Archuleta County and La Plata County were two of the original counties that formed SJPBH pursuant to C.R.S. § 25-1-506(1).
3. On an annual basis, Archuleta County and La Plata County provided funding from their general fund revenues, on a per capita basis, to SJBPH to support its operations, including the payment of SJBPH staff salaries.
4. On November 15, 2022, the Boards of County Commissioners of Archuleta County and La Plata County (the two counties that organized SJBPH) adopted resolutions to dissolve SJBPH, effective December 31, 2023, all pursuant to C.R.S. § 25-1-513(2) and §§ 25-1-506(1) & (2)(c).

5. SJBPH, La Plata County and Archuleta County agreed to the appointment of a receiver, Bellann Raile of Cordes and Company, LLC (the “Receiver”) to assist with the dissolution of SJBPH and the transition of the counties to their own individual public health departments.
6. Liane Jollon was hired as the Executive Director for SJBPH on August 8, 2013, and served in that position until she announced her resignation effective June 1, 2023.
7. While employed as the Executive Director of SJBPH, Ms. Jollon had an employment contract with the Board of Health for SJBPH. Ms. Jollon’s initial salary was \$90,000 per year, and after seven (7) amendments to her employment contract, her annual salary was raised to \$160,000 per year and she received a \$16,000 bonus in 2021. Ms. Jollon’s employment contract (“Jollon Contract”) is included as **Exhibit A**.
8. Pursuant to her employment contract, Ms. Jollon was paid an annual salary and agreed that “the position of Executive Director is exempt from the Fair Labor Standards Act, and as such, she is not entitled to overtime pay and/or compensatory time.” *See* Jollon Contract, Section 2.1.
9. Ms. Jollon’s employment contract also states that “Upon termination of Employee’s employment, Employee acknowledges that she will not be paid severance pay under any circumstances as severance pay is precluded by Colorado Revised Statutes Section 24-19-101 to 109.” *See* Jollon Contract, Exhibit B, Paragraph 4.a.
10. After announcing her resignation as Executive Director of SJBPH, Ms. Jollon requested from the Receiver that she be paid for her sick pay accrued in SJBPH’s “Rollover Sick Bank,” which totaled 450 hours or approximately \$40,000.00, despite the fact that her employment contract stated she would not be paid severance “under any circumstances.” *See* **Exhibit B** - Receiver’s Report Re: Emergency Compensation Pay Review (“Receiver EC Report”), ¶2.
11. While investigating the policies associated with the Rollover Sick Bank along with payroll records from 2021 - 2023, the Receiver discovered that there was a separate payroll category on Ms. Jollon’s pay stub statement simply denoted as “EC.” *See* Receiver EC Report, ¶7.
12. The Receiver contacted the SJBPH Human Resources Department and learned that “EC” on Ms. Jollon’s pay stub statement stood for “Emergency Compensation” (hereinafter “EC Pay”). *See* Receiver EC Report, ¶7.

13. The Receiver then reviewed additional pay stub statements and calculated that Ms. Jollon was the largest recipient of EC Pay totaling \$215,745.00 and that EC Pay was in addition to her regular compensation and any bonuses. *See* Receiver EC Report, ¶8.
14. The Receiver informed the County Attorneys for La Plata County and Archuleta County concerning the EC Pay to Ms. Jollon on May 24, 2023, and requested that each County Attorney verify with their county commissioners that served on the SJBPH Board of Health if they were aware of the EC Pay to Ms. Jollon. *See* Receiver EC Report, ¶11.
15. On or about June 1, 2023, the County Attorneys for La Plata County and Archuleta County submitted letters to the Receiver indicating that their county commissioners who had served on the SJBPH Board of Health during the relevant time frame were unaware of the EC Pay to Ms. Jollon and the magnitude of such pay. *See* Receiver EC Report, ¶12 and Exhibit 3 to Receiver EC Report.
16. At the request of the County Attorneys, the Receiver performed a more thorough investigation into the EC Pay to Ms. Jollon and the policies supporting it. *See* Receiver EC Report, ¶12.
17. After the Receiver’s investigation, she reached the following conclusions:
 - i. During March 2020, SJPBH declared a COVID public health emergency (“Covid Emergency”) and in that same month, Ms. Jollon (as well as select exempt staff) began receiving EC Pay. *See* Receiver EC Report, ¶20.
 - ii. While the SJBPH Board of Health was informed of the overall financial implications of Covid Emergency, no information was provided to the Board regarding who was receiving EC Pay and the amounts of the EC Pay. *See* Receiver EC Report, ¶21 – 22.
 - iii. While many of the program-level exempt staff maintained detailed descriptions of their work performed to support their EC Pay, Ms. Jollon’s documentation “lacked detailed descriptions and included non-specific and cryptic abbreviations” *See* Receiver EC Report, ¶28.b.
 - iv. In July 2021, SJPBH’s timekeeping system changed to a new system. Program level exempt staff kept complete and thorough notes to support their EC Pay. However, Ms. Jollon “failed to add any notes related to EC-related time in the timekeeping system.” *See* Receiver EC Report, ¶28.c.

- v. Ms. Jollon approved her own time in the timekeeping system and correspondingly, solely approved the amount of EC Pay she received. *See* Receiver EC Report, ¶28.d.
- vi. For certain periods of time, Ms. Jollon logged 15 hours per day, 7 days a week including an average of 74 hours per seven-day week from March 2020 to December 2020. *See* Receiver EC Report, ¶28.c.
- vii. Ms. Jollon’s EC Pay was disproportionately higher than EC Pay paid to other exempt SJBPH employees with “little documentation to support what she was specifically doing to support the time entered.” *See* Receiver EC Report, ¶36.
- viii. Except for Ms. Jollon, all exempt employees that received EC Pay had a direct supervisor or manager that reviewed and approved the EC Pay time. Ms. Jollon’s supervisor was the SJBPH Board of Health but yet the Board did not review or approve the EC Pay made to Ms. Jollon – she approved her own EC pay time. *See* Receiver EC Report, ¶37.c.

B. STATUTORY AND CONSTITUTIONAL VIOLATIONS

1. C.R.S. § 24-18-103 Public Trust – breach of fiduciary duty:

C.R.S. § 24-18-103 establishes the standard for a breach of fiduciary duty. Specifically, it provides:

- (1) The holding of public office or employment is a public trust, created by the confidence which the electorate reposes in the integrity of public officers, members of the general assembly, local government officials, and employees. A public officer, member of the general assembly, local government official, or employee shall carry out his duties for the benefit of the people of the state.

By entering and approving her own time related to EC Pay, Ms. Jollon carried out her duties for her own benefit and not for the benefit of the people of the state of Colorado. During this same time period, Ms. Jollon, acting as the Director of SJBPH, was using the authority of SJBPH to close businesses and put people out of work while at the same time essentially approving a significant pay raise for herself without the approval of the SJBPH Board of Health and in violation of her employment contract.

2. Ms. Jollon violated provisions of the Colorado Constitution.

Article XXIX, Section 1 of Colorado’s Constitution states that the public should have respect for and confidence in public employees, who should “avoid conduct

that is in violation of their public trust or that creates a justifiable impression among members of the public that such trust is being violated.” Specifically, Article XXIX, Section 1 states:

(1) The people of the state of Colorado hereby find and declare that:

(a) The conduct of public officers, members of the general assembly, local government officials, and government employees must hold the respect and confidence of the people;

(b) They shall carry out their duties for the benefit of the people of the state;

(c) They shall, therefore, avoid conduct that is in violation of their public trust or that creates a justifiable impression among members of the public that such trust is being violated;

(d) Any effort to realize personal financial gain through public office other than compensation provided by law is a violation of that trust; and

(e) To ensure propriety and to preserve public confidence, they must have the benefit of specific standards to guide their conduct, and of a penalty mechanism to enforce those standards.

(Emphasis added.)

Ms. Jollon’s actions violated Article XXIX Sections 1(c) and 1(d) of the Colorado Constitution. She engaged in conduct that violated the public trust or created a justifiable impression that she violated the public trust when she essentially paid herself an extra \$215,745.00 from March 2020 through May 2023 without approval of the SJBPH Board of Health and in violation of her employment agreement, which specifically stated she was not eligible for any overtime pay. In addition, she entered and approved her own time for EC Pay without any oversight from or even knowledge of the SJBPH Board of Health.

Furthermore, she provided little to no documentation in the SJPBH timekeeping system to support or justify the hours she submitted for EC Pay and received a “disproportionately higher” amount of EC Pay than that paid to other exempt SJBPH employees. All of these actions also allowed her to realize personal financial gain through her public office other than compensation provided by law, specifically her employment contract, which specifically stated she was “not entitled to overtime pay and/or compensatory time” and C.R.S. § 25-1-508(5)(c)(I), which reserves the authority to select, hire, contract with and set the compensation of the public health director to the district board of health.

C. JURISDICTION OF IEC

1. Pursuant to Colorado Constitution Article XXIX, Section 5(3)(a), the Independent Ethics Commission (“IEC”) has the authority to investigate a written complaint filed by any person “asking whether a public officer, member of the general assembly, local government official, or government employee has failed to comply with this article or any other standards of conduct or reporting requirements as provided by law within the preceding twelve months.”
2. Ms. Jollon qualifies as a “government employee” under Article XXIX, Section 5(3)(a). C.R.S. § 25-1-506, *et seq.* makes no differentiation between a county or district public health director, except that a district public health director is the executive director of a district public health agency. Their duties are exactly the same. *See* C.R.S. § 25-1-509.
3. In addition, county governments, who are subject to the IEC, form a district public health agency, have commissioners who serve on the district board of health, and provide funding to the district public health agency. *See* C.R.S. §§ 25-1-506(1), 25-1-508(1) & 25-1-511(5)(a).
4. The Colorado Supreme Court, in *Johnson v. Jefferson County Bd. of Health*, 662 P.2d 463, 471 (1983), ruled that county and district boards of health are “a political subdivision of the state” and therefore they are not special districts or school districts, both of which are not subject to IEC jurisdiction.
5. Furthermore, the IEC has already determined that it has jurisdiction to investigate the actions of a public health director. In Complaint 20-76, the IEC deemed a complaint made against the Custer County Public Health Director as non-frivolous, performed an investigation, issued a Report of Investigation on October 8, 2021, and held a hearing on the matter. While the complaint was ultimately dismissed on other grounds, it did make a determination that a public health director is a “government employee” under Colorado Constitution Article XXIX, Section 2(1).
6. For all of these reasons, the IEC does have jurisdiction to investigate the actions and conduct of Ms. Jollon pursuant to Colorado Constitution Article XXIX.

D. CONCLUSION

Colorado has very specific provisions of law governing ethical conduct by government employees. These laws are designed to strictly maintain public trust in the government and to prevent government employees from realizing improper personal financial gain from their employment in the governmental sector. Ms.

Jollon's action in reviewing and approving her own EC Pay to the tune of \$215,745.00 without proper supporting documentation or the approval or knowledge of her director supervisor, the San Juan Basin Public Health Board of Health, violates state law and the Colorado Constitution. This Complaint provides clear evidence of these violations and an investigation into Ms. Jollon's actions support a full investigation and ruling by the IEC.

Submitted this August 29, 2023.

Sincerely,

A handwritten signature in blue ink, reading "Todd A. Weaver". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Todd A. Weaver
Archuleta County Attorney

**EMPLOYMENT AGREEMENT
FOR EXECUTIVE DIRECTOR OF SJBH**
(08.20.2013)

This Employment Agreement ("Agreement"), is entered into by and between **San Juan Basin Health**, a public health agency ("Employer" or "SJBH") and **Liane Jollon** ("Employee") effective as of August 8, 2013, Employee's first full day in the position of Executive Director of SJBH.

The parties hereby enter into this Agreement to set forth their mutual promises and understandings.

ARTICLE I
EMPLOYMENT DUTIES AND RESPONSIBILITIES

Section 1.1 Employment. The Employer hereby employs Employee, *on an at-will basis*, to serve in the position of Executive Director of San Juan Basin Health with all of the requisite privileges and duties thereof. The Employee accepts such employment and agrees to serve as the Executive Director pursuant to the terms hereof.

Section 1.2 Duties and Responsibilities. Employee agrees to devote all of her professional time and energies to fulfill the duties and responsibilities of Executive Director. Employee's duties shall include those matters specifically designated by the Board of Health of SJBH, as may be amended from time to time by the Board of Health, and shall include, but are not limited to, the following: (i) those duties listed on *Exhibit "A"* attached hereto and incorporated herein; and (ii) any other duties consistent with *Exhibit "A"* which are usually provided by a Executive Director of a public health agency.

Section 1.3 Duty to Report Concerns. In addition to Employee's other duties and

obligations, Employee shall report all known and/or perceived compliance problems and/or violations of the legal obligations of the Employer or any of its employees, including, but not limited to, any obligation to a governmental entity, insurer, third party payor, employee or any other person. Such reporting shall be in writing to the Board of Health of SJBH in care of legal counsel for the Board of Health for SJBH.

ARTICLE II
COMPENSATION, BENEFITS, PERFORMANCE REVIEW

Section 2.1 Annual Salary. The Employer shall pay to the Employee an annual salary as set forth on the *Exhibit "B"* attached hereto and incorporated herein. From time to time, Employer and Employee may renegotiate Employee's annual salary; if the Board of Health of SJBH provides Employee with a raise in her annual salary, the Parties will amend, execute and date an amendment to the Exhibit "B" and attach the same hereto. Employee agrees that the position of Executive Director is exempt from the Fair Labor Standards Act, and as such, she is not entitled to overtime pay and/or compensatory time.

Section 2.2 Benefits. Subject to the terms of this Agreement (including, but not limited to, that benefits for employees may be amended from time to time by Employer), Employer shall provide Employee with the benefits set forth in the *Exhibit "B"* attached hereto.

Section 2.3 Performance Review. From time to time, generally on an annual basis, the Board of Health will conduct a performance evaluation with the Employee. The evaluation shall be on the basis of Employee's performance of the job duties of the position of Executive Director (such duties are described in Section 1.2 hereof).

ARTICLE III
TERM OF EMPLOYMENT AND TERMINATION

Section 3.1 Term. Notwithstanding any other provision of this Agreement (including, but not limited to, statements, if any, of salary and/or review on an annual basis), Employee's employment with SJBH is "at will", which means that this Agreement may be terminated by the Employee or SJBH at any time, with or without cause and/or without notice. This Agreement shall remain in effect until and unless terminated as set forth herein.

Section 3.2 Termination of Employment.

Employer or Employee may terminate this Employment Agreement, without cause, at any time upon providing written notice to the other. Employer or Employee may terminate this Employment Agreement, for cause, at any time without advanced notice upon communication to the other setting forth the cause(s).

ARTICLE IV
GENERAL MATTERS

Section 4.1 Colorado Law. This Employment Agreement shall be governed by the laws of the State of Colorado and shall be construed in accordance therewith.

Section 4.2 Litigation Commenced Against Employee. If any litigation is commenced against Employee arising out of injuries sustained from an act or omission of Employee in the performance of her duties as Executive Director, the Employer agrees to defend and indemnify Employee in a manner consistent with, and as limited by, C.R.S. § 24-10-110, *et seq*, and all other applicable C.R.S. sections, as amended from time to time.

Section 4.3 No Waiver. No provision of this Employment Agreement may be waived except by an agreement in writing signed by the waiving party. A waiver of any term or provision shall not be construed as a waiver of any other term or provision. For a waiver by the Employer to be effective, it must be signed by due action of the Board of Health of SJBH.

Section 4.4 Amendment. This Employment Agreement may be amended, altered or revoked at any time, in whole or in part, by filing with this Employment Agreement a written instrument setting forth such changes, signed by all of the parties.

Section 4.5 Benefit; Assignment. This Employment Agreement shall be binding upon any successors and assigns of Employer; this Agreement is not assignable by Employee.

Section 4.6 Construction. Throughout this Employment Agreement the singular shall include the plural, and the plural shall include the singular, and the masculine and neuter shall include the feminine, wherever the context so requires.

Section 4.7 Text to Control. The headings of Articles and Section are included solely for convenience of reference. If any conflict between any heading and the text of this Employment Agreement exists, the text shall control.

Section 4.8 Severability. If any provision of this Employment Agreement is declared by any law, court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions. On the contrary, such remaining provisions shall be fully severable, and this Employment Agreement shall be construed and enforced as if such invalid provisions never had been inserted in the Employment Agreement.

Section 4.9 Attorneys' Fees. In the event of a dispute arising out of or relating to the

provisions of this Employment Agreement, the prevailing party may request an award of reasonable attorneys' fees and costs.

Section 4.10 No Representations or Warranties. Each party hereby represents and warrants no one has made any representation, promise or warranty, or provided any other inducement to him or it to enter into this Employment Agreement, except for those expressly set forth herein.

EMPLOYER:

San Juan Basin Health, a public health agency

By: Robert Ledger

Robert Ledger, Chairman
Board of Health for San Juan Basin Health

Date: Aug. 28, 2013

EMPLOYEE:

Liane Jollon

Liane Jollon

Date: 8/22/13

EXHIBIT A
TO EMPLOYMENT AGREEMENT OF LIANE JOLLON
(08.08.2013)

1. At all times: (a) meet qualifications of a public health director as set forth in 6 CCR 1014-6(1.2) or (b) qualify for and receive a waiver from such requirements by CDPHE;
2. Meet the requirements of the job description of the executive director (current version attached hereto as Exhibit C) which job description may be updated from time to time by the Board of Health;
3. Meet the specific expectations (quarterly, biannual, annual or otherwise) as set forth by the Board of Health from time to time;
4. Implement the directives and policies of the Board of Health of SJBH;
5. Prepare and report (and/or cause to be prepared and reported) to the Board of Health of SJBH accurate, concise, effective and timely administrative reports, financial reports and the SJBH budget; assure the preparedness of all staff responsible for making reports to the Board of Health of SJBH;
6. Attend meetings of the Board of Health of SJBH and oversee and assure the accuracy and compliance of Board meeting notices, agendas, packets and reports as directed by the Board of Health of SJBH;
7. Make appropriate recommendations to the Board of Health;
8. Plan, organize, implement, direct and evaluate SJBH operations and the work of SJBH staff;
9. Develop and manage SJBH budget, contracts, agreements, requests for bids, and other executive-level decisions;
10. Provide appropriate and necessary oversight to ensure SJBH's compliance with its obligations and with all laws;
11. Display superior skills in leadership, communication, delegation, assessment, decision-making, and motivational skills;
12. Demonstrate self-control and patience; manage time and priorities;
13. Continually evaluate programs and personnel and make or recommend needed changes and improvements; foster a positive work environment while managing and directing change;
14. Select, retain, supervise, train, evaluate, discipline, and reward SJBH staff;
15. Effectively and efficiently utilize SJBH staff and agents to further SJBH's mission, goals and objectives;
16. Provide assertive but fair and consistent guidance and discipline to staff on a situational basis;
17. Display (and lead by example) professional and ethical behavior.
18. Respect for confidentiality where required and also when appropriate.
19. Work cohesively and productively with the Board of Health of SJBH, SJBH staff, Archuleta County administration and residents, La Plata County administration and residents, other counties served by SJBH, other public health departments, Colorado Department of Public Health and Environment, providers of health services in the communities served, and with all public health stakeholders;

20. Respond to community issues, concerns, and needs;
21. Comply with statutory obligations of public health leadership including, but not limited to, C.R.S. Section 25-1-516 (no unlawful acts), C.R.S. Section 24-18-103 (ethical principals), and C.R.S. Section 24-18-109 (rules of conduct).
22. Assess and monitor health factors with the San Juan Basin Health service areas; develop strategies to effectively address health issues in the community;
23. Comply with all Employer policies including, but not limited to, standards of conduct; and
24. Perform any additional Executive Director duties as necessary, as required by State statute or requested by the Board of Health from time to time.

EXHIBIT "B"
EXECUTIVE DIRECTOR - COMPENSATION AND BENEFITS
(08.08.2013)

1. **Salary:** Until this Employment Agreement is amended or terminated, Employer shall pay Employee an annual salary of Ninety Thousand Dollars (\$90,000.00), subject to applicable withholdings, and payable in equal periodic installments consistent with Employer's policies regarding payment of wages to other employees.
2. **Leave; Benefits Plans and Other Benefits.** Employee will receive the same leave, benefits plans and benefits as any other full-time exempt employee of San Juan Basin Health as such leave and benefits are set forth in policies established and/or amended, from time to time, by the Board of Health for San Juan Basin Health. Employee acknowledges and agrees that any leave, benefit plans or other benefits, other than those mandated by law, are subject to modification and/or elimination, without notice, by the Board of Health for SJBH in its sole and absolute discretion.
3. **Professional Seminars and Conferences.** It is acknowledged that from time to time Employee will attend professional conferences and seminars from time to time; however, such conferences and seminars must be appropriate in light of the budget for San Juan Basin Health; further, it is anticipated that Employee will limit such conferences and seminars to approximately ten (10) business days per year and will report back to the Board of Health for SJBH regarding the same. All such expenses associated with the same shall be subject to the expense and reimbursement policies established by the Board of Health for SJBH regarding the same.
4. **Upon Separation of Employment.**
 - a. **No Severance Pay.** Upon termination of Employee's employment Employee acknowledges that she will not be paid severance pay under any circumstance as severance pay is precluded by Colorado Revised Statutes Section 24-19-101 to 109.
 - b. **Death During Employment.** In the event of the Employee's death during the term of this Employment Agreement, the Employer shall pay the Employee's estate the compensation earned by the Employee through the date of Employee's death (including any accrued leave payable at termination per Employer policies).

**1st AMENDMENT TO THE
FIRST AMENDED AND RESTATED EMPLOYMENT AGREEMENT
FOR EXECUTIVE DIRECTOR OF SJBH**
(10.22.2015)

This 1st Amendment to the First Amended and Restated Employment Agreement ("Amendment"), is entered into by and between **San Juan Basin Health**, a public health agency ("Employer" or "SJBH") and **Liane Jollon** ("Employee"); this Amendment is effective upon mutual execution by Employer and Employee retroactively to August 1, 2015.

PREMISES

- A. SJBH and Employee entered into an *Employment Agreement* effective August 8, 2013. Said *Employment Agreement* was amended and wholly restated by the *First Amended and Restated Employment Agreement for Executive Director of SJBH* effective October 1, 2014 (hereinafter "1st Restated Employment Agreement").
- B. The Board of Health of SJBH finds that Employee's performance exceeds expectations, and desires to increase Employee's salary retroactive to August 1, 2015.
- C. The parties desire to amend the 1st Restated Employment Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. **DEFINITIONS.** Defined terms in the 1st Restated Employment Agreement shall have the same meaning in this Amendment.
- 2. **AMENDMENT.** Section 1 of Exhibit B of the 1st Restated Employment Agreement shall be amended and replaced in its entirety with the following:
 - 1. **Salary:** Until this Employment Agreement is amended or terminated, Employer shall pay Employee an annual salary of One Hundred Three Thousand Dollars (\$103,000.00), subject to applicable withholdings, and payable in equal periodic installments consistent with Employer's policies regarding payment of wages to employees.
- 3. **RATIFICATION.** This Amendment supersedes any other agreement between the parties with respect to the matters addressed herein. Except as modified by this Amendment, the terms of the 1st Restated Employment Agreement shall continue in full force and effect and the same is hereby ratified by the parties.

IN WITNESS WHEREOF, the parties have executed this Amendment.

EMPLOYER:

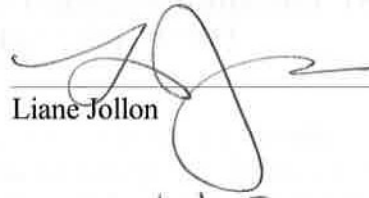
**San Juan Basin Health, a public health
agency**

By: _____

Robert Ledger, Chairman
Board of Health for San Juan Basin Health

Date: _____

EMPLOYEE:



Liane Jollon

Date: 12/1/15

**2nd AMENDMENT TO THE
RESTATED EMPLOYMENT AGREEMENT
FOR EXECUTIVE DIRECTOR OF SJBH**

(10.24.2016)

This 2nd Amendment to Restated Employment Agreement ("Amendment"), is entered into by and between **San Juan Basin Health**, a public health agency ("Employer" or "SJBH") and **Liane Jollon** ("Employee"); this Amendment is effective upon mutual execution by Employer and Employee retroactively to August 1, 2016.

PREMISES

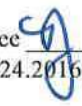
- A. SJBH and Employee entered into an *Employment Agreement* effective August 8, 2013. Said *Employment Agreement* was amended and wholly restated by the *First Amended and Restated Employment Agreement for Executive Director of SJBH* effective October 1, 2014 (hereinafter "Restated Employment Agreement"); the parties subsequently first amended the Restated Employment Agreement effective August 1, 2015.
- B. The Board of Health of SJBH finds that Employee's performance exceeds expectations, and desires to increase Employee's salary retroactive to August 1, 2016.
- C. The parties desire to enter this 2nd Amendment to the Restated Employment Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. **DEFINITIONS.** Defined terms in the Restated Employment Agreement shall have the same meaning in this Amendment.
- 2. **AMENDMENT.** Section 1 of Exhibit B of the Restated Employment Agreement shall be amended and replaced in its entirety with the following:
 - 1. **Salary:** Until this Restated Employment Agreement is amended or terminated, Employer shall pay Employee an annual salary of One Hundred Thirty Thousand Dollars (\$130,000.00), subject to applicable withholdings, and payable in equal periodic installments consistent with Employer's policies regarding payment of wages to employees.
- 3. **RATIFICATION.** This Amendment supersedes any other agreement between the parties with respect to the matters addressed herein. Except as modified by this 2nd Amendment, the Restated Employment Agreement shall continue in full force and effect and the same is hereby ratified by the parties.

IN WITNESS WHEREOF, the parties have executed this 2nd Amendment.

Page 1 of 2

SJBH  Employee 
2nd Amendment to Restated Emp. Agreement (10.24.2016)

EMPLOYER:

**San Juan Basin Health, a public health
agency**

By: _____

Robert Ledger
Robert Ledger, Chairman
Board of Health for San Juan Basin Health

Date: _____

11/17/16

EMPLOYEE:

Liane Jollon

Date: _____

11/17/16

SAN JUAN BASIN public health

RESOLUTION AMENDING EXHIBIT B TO EMPLOYMENT AGREEMENT FOR EXECUTIVE DIRECTOR OF SAN JUAN BASIN PUBLIC HEALTH

WHEREAS, San Juan Basin Health (n/k/a San Juan Basin Public Health) ("SJBPH") entered into an Employment Agreement for Executive Director with Liane Jollon dated August 20, 2013, however, effective as of August 8, 2013 (the "Agreement");

WHEREAS, the Agreement specifies that Ms. Jollon "agrees to donate all of her professional time and energies to fulfill the duties and responsibilities of Executive Director";

WHEREAS, the Agreement provides at Section 2.2. that Ms. Jollon shall have benefits as set forth in the Agreement's Exhibit B and that the benefits "may be amended from time to time" by the Board of Health;

WHEREAS, the Agreement also provides at Section 4.4 that the Agreement "may be amended, altered or revoked at any time, in whole or in part, by filing with this Employment Agreement a written instrument setting forth such changes, signed by all parties";

WHEREAS, the Agreement's Exhibit B provides the Executive Director Leave, Benefits, Professional Conferences and Seminars whereby such participation by Ms. Jollon at such seminars and conferences is limited "to approximately ten (10) business days per year...";

WHEREAS, given her previous admission to two prominent academic programs with full support of the Board of Health, Ms. Jollon has the unique opportunity to participate as a colleague, collaborator and student at both the Aspen Institute and Navel Postgraduate School (the "Programs") geared toward issues on public health leadership;

WHEREAS, Ms. Jollon's time and participation in the Programs should exceed the approximate time limitations set forth in Exhibit B for such seminars and/or conferences; and

WHEREAS, the Board of Health has reviewed the Program requirements for both the Aspen Institute and the Navel Postgraduate School and is confident that such Programs correspond and integrate with SJBPH's overall mission and that Ms. Jollon and SJBPH will benefit from her attendance and successful completion.

NOW, THEREFORE, be it resolved that:

1. The Board has determined upon review of the respective Program requirements that it would be in the best interest of SJBPH if Ms. Jollon attended and successfully completed both Programs offered through the

Aspen Institute and the Naval Postgraduate School Center for Homeland Defense and Security.

2. Exhibit B to the Employment Agreement is amended to permit and allow Ms. Jollon's attendance and successful completion of the course requirements of both the Aspen Institute and the Naval Postgraduate School from 2017 - 2018.
3. That SJBPH understands that the Programs are offered at no cost to the eligible participants and that it is not under any obligation to pay tuition or other direct costs associated with Ms. Jollon's attendance or participation in same.

MOVED, SECONDED and ADOPTED this 31st day of August, 2017 by the Board of SJBPH.



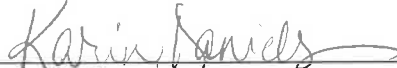
Robert Ledger, Board Member/Chairman



Michael Whiting, Board Member



Terryl Peterson, Board Member



Karin Daniels, Board Member



Ann Bruzzese, Board Member



Shere Byrd, Board Member

absent

Gwen Lachelt, Board Member



ATTEST

**4th AMENDMENT TO THE
RESTATED EMPLOYMENT AGREEMENT
FOR EXECUTIVE DIRECTOR OF SAN JUAN BASIN PUBLIC HEALTH
(11 29 2018)**

This 4th Amendment to Restated Employment Agreement ("Amendment"), is entered into by and between **San Juan Bain Public Health**, a public health agency ("Employer" or "SJBPH") and **Liane Jollon** ("Employee"); this Amendment is effective upon mutual execution by Employer and Employee, retroactively to August 8, 2018.

PREMISES

- A. SJBPH and Employee entered into an *Employment Agreement* effective August 8, 2013. Said *Employment Agreement* was amended and wholly restated by the *First Amended and Restated Employment Agreement for Executive Director of SJBH* effective October 1, 2014 (hereinafter "Restated Employment Agreement"); the parties subsequently first amended the Restated Employment Agreement Effective August 1, 2015.
- B. The Restated Employment Agreement was further amended on October 24, 2016 to increase Employee's salary. Additionally, a 3rd Amendment to the Restated Employment Agreement was executed on November 16, 2017 nunc pro tunc August 8, 2017.
- C. At a regularly scheduled meeting held on November 29, 2018, the Board of Health of SJBPH determined that Employee's performance exceeds expectations, and desires to increase Employee's Salary retroactive to August 8, 2018.
- D. The Parties desire to enter into this 4th Amendment to the Restated Employment Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. **DEFINITIONS.** Section 1 of Exhibit B of the Restated Employment Agreement shall have the same meaning in this Amendment.
- 2. **AMENDMENT.** Section 1 of Exhibit B of the Restated Employment Agreement shall be amended and replaced in its entirety, retroactive to August 8, 2018, with the following:
 - 1. **Salary:** Until this Restated Employment Agreement is amended for a 5th time or terminated, Employer shall pay Employee an annual salary of One Hundred Thirty Seven Thousand, Nine Hundred Seventeen Dollars (\$137,917.00), subject

to applicable withholdings, and payable in equal periodic installments consistent with Employer's policies regarding payment of wages to employees.

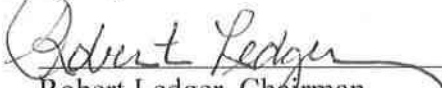
3. RATIFICATION. This Amendment supersedes any other agreement between the parties with respect to the matters addressed herein. Except as modified by this 4th Amendment, the Restated Employment Agreement shall continue in full force and effect and the same is hereby ratified by the parties.

IN WITNESS WHEREOF, the parties have executed this 4th Amendment.

EMPLOYER:

San Juan Basin Public Health, a public health agency

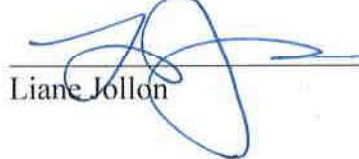
By:


Robert Ledger, Chairman
Board of Health for San Juan Basin
Public Health

Date:

Nov 29, 2018

EMPLOYEE:


Liane Jollon

Date:

11/29/18

**SECOND RESOLUTION AMENDING EXHIBIT B TO EMPLOYMENT AGREEMENT
FOR EXECUTIVE DIRECTOR OF SAN JUAN BASIN PUBLIC HEALTH**

WHEREAS, San Juan Basin Health (n/k/a San Juan Basin Public Health) ("SJBPH") entered into an Employment Agreement for Executive Director with Liane Jollon dated August 20, 2013, however, effective as of August 8, 2013 (the "Agreement");

WHEREAS, the Agreement specifies that Ms. Jollon "agrees to donate all of her professional time and energies to fulfill the duties and responsibilities of Executive Director";

WHEREAS, the Agreement provides at Section 2.2. that Ms. Jollon shall have benefits as set forth in the Agreement's Exhibit B and that the benefits "may be amended from time to time" by the Board of Health;

WHEREAS, the Agreement also provides at Section 4.4 that the Agreement "may be amended, altered or revoked at any time, in whole or in part, by filing with this Employment Agreement a written instrument setting forth such changes, signed by all parties";

WHEREAS, the Agreement's Exhibit B provides the Executive Director Leave, Benefits, Professional Conferences and Seminars whereby such participation by Ms. Jollon at such seminars and conferences is limited "to approximately ten (10) business days per year...";

WHEREAS, given her previous admission to two prominent academic programs with full support of the Board of Health, Ms. Jollon has the unique opportunity to participate as a colleague, collaborator and student at both the Aspen Institute and Naval Postgraduate School (the "Programs") geared toward issues on public health leadership;

WHEREAS, Ms. Jollon's time and participation in one of the Programs should exceed the approximate time limitations set forth in Exhibit B for such seminars and/or conferences; and

WHEREAS, the Board of Health has reviewed the Program requirements for both the Aspen Institute and the Naval Postgraduate School and is confident that such Programs correspond and integrate with SJBPH's overall mission and that Ms. Jollon and SJBPH will benefit from her attendance and successful completion.

WHEREAS, the Board of Health adopted a Resolution Amending Exhibit B to the Agreement assuming completion of the Programs to occur at the end of 2018, however, the Naval Postgraduate School will not be complete until the end of March 2019.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Board has determined upon review of the respective Program requirements that it would be in the best interest of SJBPH if Ms. Jollon attended and successfully completed both Programs offered through the Aspen Institute and the Naval Postgraduate School Center for Homeland Defense and Security.
2. Exhibit B to the Employment Agreement is further amended to permit and allow Ms. Jollon's attendance and successful completion of the course requirements of the Naval Postgraduate School through March 2019.

3. That SJBPH understands that the Programs are offered at no cost to the eligible participants and that it is not under any obligation to pay tuition or other direct costs associated with Ms. Jollon's attendance or participation in same.

MOVED, SECONDED and ADOPTED this 29th day of November, 2018 by the Board of SJBPH.


Bob Ledger, Board President


Shere Boyd, Board Member

ABSENT
Ann Bruzzese, Board Member

APPROVED BY PHONE
Karin Daniels, Board Member

ABSENT
Gwen Lachelt, Board Member


Terryl Peterson, Board Member


Michael Whiting, Board Member


ATTEST clerk to the Board

**5th AMENDMENT TO THE
RESTATED EMPLOYMENT AGREEMENT
FOR EXECUTIVE DIRECTOR OF SAN JUAN BASIN PUBLIC HEALTH**

This 5th Amendment to Restated Employment Agreement ("Amendment"), is entered into by and between **San Juan Basin Public Health**, a public health agency ("Employer" or "SJBPH") and **Liane Jollon** ("Employee"); this Amendment is effective upon mutual execution by Employer and Employee, retroactively to August 1, 2019.

PREMISES

- A. SJBPH and Employee entered into an *Employment Agreement* effective August 8, 2013. Said *Employment Agreement* was amended and wholly restated by the *First Amended and Restated Employment Agreement for Executive Director of SJBH* effective October 1, 2014 (hereinafter "Restated Employment Agreement"); the parties subsequently first amended the Restated Employment Agreement Effective August 1, 2015.
- B. The Restated Employment Agreement was further amended on October 24, 2016 to increase Employee's salary. Additionally, a 4th Amendment to the Restated Employment Agreement was executed on November 29, 2018 nunc pro tunc August 8, 2018.
- C. At a regularly scheduled meeting held on October 2019, the Board of Health of SJBPH determined that Employee's performance exceeds expectations, and desires to increase Employee's Salary retroactive to August 1, 2019.
- D. The Parties desire to enter into this 5th Amendment to the Restated Employment Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. **DEFINITIONS.** Section 1 of Exhibit B of the Restated Employment Agreement shall have the same meaning in this Amendment.
- 2. **AMENDMENT.** Section 1 of Exhibit B of the Restated Employment Agreement shall be amended and replaced in its entirety, retroactive to August 8, 2018, with the following:
 - 1. **Salary:** Until this Restated Employment Agreement is amended for a 6th time or terminated, Employer shall pay Employee an annual salary of One Hundred Forty-Two Thousand, Fifty-Five Dollars (\$142,055.00), subject to applicable with holdings, and

payable in equal periodic installments consistent with Employer's policies regarding payment of wages to employees.

3. **RATIFICATION.** This Amendment supersedes any other agreement between the parties with respect to the matters addressed herein. Except as modified by this 5th Amendment, the Restated Employment Agreement shall continue in full force and effect and the same is hereby ratified by the parties.

IN WITNESS WHEREOF, the parties have executed this 5th Amendment.

EMPLOYER:

San Juan Basin Public Health, a public health agency

By: 

Ann Bruzzese, President
Board of Health for San Juan Basin
Public Health

Date: 2-27-2020

EMPLOYEE:


Liane Jollon

Date: 2/28/20

**6th AMENDMENT TO THE
RESTATED EMPLOYMENT AGREEMENT
FOR EXECUTIVE DIRECTOR OF SAN JUAN BASIN PUBLIC HEALTH**

This 6th Amendment to Restated Employment Agreement ("Amendment"), is entered into by and between **San Juan Basin Public Health**, a public health agency ("Employer" or "SJBPH") and Liane Jollon ("Employee"); this Amendment is effective upon mutual execution by Employer and Employee, retroactively to August 1, 2021.

PREMISES

- A. SJBPH and Employee entered into an *Employment Agreement* effective August 8, 2013. Said *Employment Agreement* was amended and wholly restated by the *First Amended and Restated Employment Agreement for Executive Director of SJBPH* effective October 1, 2014 (hereinafter "Restated Employment Agreement"); the parties subsequently first amended the Restated Employment Agreement Effective August 1, 2015.
- B. The Restated Employment Agreement was further amended on October 24, 2016 to increase Employee's salary. Additionally, a 4th Amendment to the Restated Employment Agreement was executed on November 29, 2018, *nunc pro tunc*, August 8, 2018 and a 5th Amendment for the same reasons was executed on February 28, 2020, *nunc pro tunc*, August 1, 2019.
- C. At a regularly scheduled meeting held on September 30, 2021, the Board of Health of SJBPH determined that Employee's performance exceeds expectations, and desires to increase Employee's Salary retroactive to August 1, 2021. Further, the Board of Health also considers that all other SJBPH employees who have been employed more than two years will receive a 6% cost of living raise (2 years) and a 6.5% increase for moving from a 37.5 hour work week to a 40 hour work week.
- D. The Parties desire to enter into this 6th Amendment to the Restated Employment Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. DEFINITIONS. Section 1 of Exhibit B of the Restated Employment Agreement shall have the same meaning in this Amendment.
- 2. AMENDMENT. Section 1 of Exhibit B of the Restated Employment Agreement shall be amended and replaced in its entirety, retroactive to August 1, 2021, with the following:

Salary: Until this Restated Employment Agreement is amended for a 7th time or terminated, Employer shall pay Employee an annual salary of One Hundred

SJBPH  Employee 


Sixty Thousand Dollars (\$160,000.00), subject to applicable withholdings, and payable in equal periodic installments consistent with Employer's policies regarding payment of wages to employees. Additionally, Employee shall receive a one-time bonus payment of Sixteen Thousand Dollars (\$16,000.00), also subject to applicable withholdings.

3. RATIFICATION. This Amendment supersedes any other agreement between the parties with respect to the matters addressed herein. Except as modified by this 6th Amendment, the Restated Employment Agreement shall continue in full force and effect and the same is hereby ratified by the parties.

IN WITNESS WHEREOF, the parties have executed this 6th Amendment.

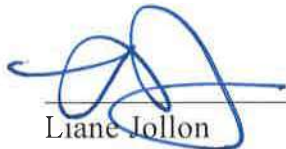
EMPLOYER:

**San Juan Basin Public Health, a
Health agency**

By: 
Ann Bruzzese, President
Board of Health for San Juan Basin
Public Health

Date: September 30, 2021

EMPLOYEE:


Liane Jollon

Date: Nov 1, 2021

/Volumes/GNM-Data - Communication site/3316/Jollon Contract/210928 6th Amendment to Restated Employment Agreement.docx

EXHIBIT B

DISTRICT COURT, LA PLATA COUNTY, COLORADO Court Address: 1060 E. Second Ave. Durango, Colorado 81301	<div>□ COURT USE ONLY □</div> Case No.: 23-CV-30018 Div. : 4
Plaintiff: SAN JUAN BASIN PUBLIC HEALTH vs. Defendants: ARCHULETA COUNTY, COLORADO, et al.	
Attorney for Receiver Randolph S. Dement, Attorney at Law 6950 E. Bellevue Avenue, Suite 202 Greenwood Village, Colorado 80111 Telephone: 303-721-7271 E-mail: rdement@dementlaw.com Facsimile: 303-779-6006 Attorney Registration No.: 16831	
RECEIVER'S REPORT RE: EMERGENCY COMPENSATION PAY REVIEW	

Cordes & Company LLC, the Receiver (“Receiver”) for San Juan Basin Public Health (“SJBPH”), submits this Report Re: Emergency Compensation Pay Review pursuant to the discussion about this issue in the Receiver’s Second Interim Status Report filed June 21, 2023.

Summary

1. In the Receiver’s Second Interim Status Report filed June 21, 2023, the Receiver reported the following:

As requested by the Counties and agreed to by SJBPH, the Receiver is reviewing and investigating an internal policy for emergency duty compensation pay accorded to exempt (salaried) employees at SJBPH. The policy was adopted by the BOH in 2015 to be implemented in cases of public health emergencies, where employees would work and expend time far beyond their regular work duties and usual hours. The Receiver is reviewing and investigating such pay during the time period of March 2020 to May 2023 (during COVID-19

declared public health emergency) for, among other things, the reasonableness of pay, checks and balances and controls, and impact on the Receivership Estate.

This report summarizes the Receiver's review and investigation of this issue.

Background

2. In May 2023, Liane Jollon, the Executive Director for SJBPH, announced her resignation effective June 1, 2023. After this announcement, Ms. Jollon requested from the Receiver that she be paid for the sick pay accrued in SJBPH's "Rollover Sick Bank" – 450 hours or approximately \$40,000.00.

3. This request was again presented to the Receiver by Shere Byrd, acting BOH Chair, with Michael Goldman, SJBPH attorney, present. The rationale she presented for making this payment was that Ms. Jollon had guided the agency through a very difficult time and that she had not been compensated for her extraordinary efforts beyond her normal compensation.

4. Upon receiving this request, the Receiver reviewed the origins and policies associated with the Rollover Sick Bank. **Exhibit 1** is an excerpt from the December 10, 2020, BOH agenda that summarizes this policy. In summary,

- a. This Rollover Sick Bank was created when SJBPH converted from a vacation/sick pay policy to a Paid Time Off policy effective January 1, 2021.
- b. The Rollover Sick Bank was created to ensure SJBPH employees did not lose sick time following this policy conversion. Under defined circumstances, accrued Rollover Sick Bank time hours could be used.
- c. Rollover Sick Bank will not be paid upon termination of employment.

5. To confirm that no Rollover Sick Bank payments had previously been made to any terminating employees, the Receiver reviewed payroll records for 2021, 2022 and 2023. There are no indications that any Rollover Sick Bank payments were made to any terminating SJBPH employees.

6. Based on these findings, and given the existing policy, and in the interests of the Receivership Estate, the Receiver denied Ms. Jollon's request for payment for the Rollover Sick Bank accrual. The Receiver also notes that Ms. Jollon's employment agreement at Exhibit B, ¶4 (a) provides that "Employee acknowledges that she will not be paid severance pay under any circumstances as severance pay is precluded by Colorado Revised Statutes Section 24-19-101 to 109".

7. During the review of payroll records, the Receiver noted that there was a separate payroll earnings category in addition to the routine payroll earnings categories (e.g., Salary, Holiday, PTO Usage, etc.). Upon inquiry of SJBPH's Director of Human Resources, the Receiver learned this separate payroll category denoted Emergency Compensation ("EC") paid to certain exempt employees. The Receiver prepared a report of the total EC payments made and the monthly detail for EC compensation paid and EC hours logged for all exempt employees participating in this program. This summary is attached as **Exhibit 2**.

8. Once compiled, the overall amount of EC paid (\$846,589) and the concentration of these payments to a small group of exempt employees (three employees received 52% of the EC paid) was of concern. The EC pay was in addition to regular compensation and any bonuses. The Receiver noted that Ms. Jollon was the largest recipient of EC payments (\$215,745) and her unique position as Executive Director raised questions about oversight, administration and

authorities associated with this program. These concerns prompted the Receiver to determine whether this program warranted further investigation.

9. The Receiver determined further inquiries were appropriate since these payments could impact the overall SJBPH General Fund and, by extension, the current Receivership Estate. Specifically, the Receiver decided the following issues should be examined:

- a. BOH Approved Policies & Procedures. The policies and procedures established by the BOH that authorized this program.
- b. BOH Oversight and Supervision. The level of BOH oversight and approvals during the use of this program.
- c. Internal Policies and Procedures. The internal control policies and procedures that were in place to administer this program.
- d. Funding Sources. The funding sources for this program.

10. On May 23, 2023, the Receiver, through counsel, requested information from Mr. Goldman about this program. The information requested was 1) the background on the EC policy; 2) whether the policy was formally approved by the BOH and known to the public and the Counties; 3) whether the EC program was monitored, and if so, how and by whom; 4) what is/was the funding sources for the program; 5) whether there are any reporting or disclosures required; and 6) whether Mr. Goldman agreed that the extra compensation paid to Ms. Jollon is contrary to ¶ 2.1 of her employment agreement stating she is not entitled to overtime pay and/or compensatory time. Provided with this request for information were: (a) BOH Agenda documentation re: PTO dated 12/10/20; (b) Liane Jollon's employment agreement dated August 8, 2013 with amendments; (c) Employer Policy: Emergency Duty Compensation for Exempt

Employees; (d) Emergency Compensation paid 2020-2023; (e) L. Jollon earning history 2020-2023; and (f) L. Jollon annual compensation summary 2020-2023.

11. La Plata County and Archuleta County were at that time each represented on the BOH by one member each. The Receiver and counsel contacted the county attorneys on May 24, 2023, and asked if they could verify with their constituents on the BOH if they were aware of the EC program and the related payments.

12. On May 31 and June 1, the Receiver received written requests from La Plata County and Archuleta County, respectively, requesting specific information related to this issue. Within these letters, both Counties suggest their Commissioners on the BOH were unaware of the EC policy or the magnitude of the payments made to individuals at SJBPH. These letters are attached as **Exhibit 3**. The letters also request that the Receiver investigate and review the EC policy. SJBPH thereafter agreed that such an investigation and review was appropriate, hence the filing of this Report.

13. The Receiver requested information from SJBPH management, and the information was provided through counsel and was used to compile this report. All the documents provided by SJBPH in response to this request for information constitute public records.

14. The Receiver requested information from SJBPH's independent auditors about their review of internal procedures related to the EC program and their single audit reviews of two programs in the 2020 and 2021 audits that were partial funding sources for this program.

15. The Receiver directly accessed historical information from the following sources:

- a. Accounting system (*MIP Accounting*): Program specific actual revenues and expenses and 2020 through 2022 BOH health approved budgets.

- b. Payroll system (*Evolution*): payroll records from January 2020.
 - c. Timekeeping system (*The Payroll Department*): Timekeeping records
 - d. SJBPH company shared files: various company files including financial information, documents, etc.
 - e. SJBPH public portal (<https://towncloud.io/go/sjbph-co>): BOH agendas and minutes since December 2019.
 - f. 214 Forms. These forms were used from early 2020 until June 2021 to track weekly individual exempt staff member's time who were eligible for EC pay.
16. The Receiver also conducted interviews with certain current staff, select BOH members, and a former staff member.

BOH Approved Policies and Procedures

17. The BOH established the "Emergency Duty Compensation Policy" on August 27, 2015 (**Exhibit 4**). In a memo dated May 26, 2023, Ms. Byrd explained the origins of this policy as being in connection with the Gold King Mine spill in 2015, to comply with federal requirements for reimbursement of extraordinary expenses and allowance for compensation to exempt employees for emergency services over and above their job descriptions and customary hours. (Ms. Byrd's memo is in response to Receiver's initial inquiry to Mr. Goldman and is attached as **Exhibit 5**). This policy establishes the Executive Director with sole authority to approve additional compensation to exempt employees for extra hours worked during a "Declared Emergency." The policy claims that it is not intended to provide overtime compensation, but as a practical matter the policy in fact provides overtime compensation to exempt employees.

18. This EC policy was incorporated into the SJBPH Employment Policies and Employment Handbook and re-approved by the BOH on June 27, 2019 (**Exhibit 6**).

BOH Supervision and Oversight

19. On March 16, 2020, SJBPH declared a COVID public health emergency (“COVID Emergency”). The declaration ended on May 11, 2023.

20. In March 2020, certain exempt staff began tracking time dedicated to responding to the Covid Emergency (processes discussed below) and EC for this emergency was first paid with the March 2020 payroll.

21. Throughout 2020, 2021 and 2022, the BOH was informed of the financial implications of the COVID Emergency as documented through BOH agendas, meeting minutes, and meeting packets. The information contained within these documents indicates the BOH was kept informed on the overall financial implications of the COVID Emergency (e.g., impacts to the General Funds, status of additional funding sources, general reasons for variances to the 2020 BOH Budget, etc.). **Exhibit 7** is a timeline of information presented to the BOH and references to the public documents supporting this timeline. This timeline was prepared by SJBPH management.

22. There is no evidence that the specific amounts of EC payments (or the words “Emergency Duty Compensation For Exempt Employees”) were disclosed or discussed with the BOH nor any evidence that the amounts being paid to specific individuals were disclosed or discussed. The oblique references to EC payments do not use the words “emergency duty compensation for exempt employees” but rather appear to be in recurring variance explanations within the monthly Finance Committee reports for salaries and benefits expense being higher than budget due to “Emergency duty pay for COVID 19”.

23. In a letter to the Receiver from Ms. Byrd and Terryl Peterson, a BOH member and Chair of the BOH Finance Committee, received on July 5, 2023 (**Exhibit 8**), they state that the BOH does “not generally review budget detail to this granular level” and the Finance Committee “meets monthly to review high level trends for the organization, look at overall organizational health and act as a resource to staff on financial issues. We do not dig into the transactional details behind the numbers.” They further point to “BOH Policy Number 2” (within **Exhibit 8**) to support the responsibilities of the BOH. The Receiver notes that the BOH also has statutory duties set forth in C.R.S. §25-1-508 (5), as well as the statutory duty to estimate and budget the total cost of maintaining the public health agency per C.R.S. §25-1-511 (5)(a).

24. During the time EC payments were being made, Ms. Jollon was the only employee who had a written employment agreement (**Exhibit 9**). This agreement was originally executed in August 2013 and the BOH amended it at least seven times thereafter to adjust compensation levels and provide bonuses. One of the specific inquiries the Receiver made to Mr. Goldman was whether he or the BOH would consider the EC payments to Ms. Jollon to be contrary to her employment agreement (specifically to section 2.1 of the agreement that states “she is not entitled to overtime pay and/or compensatory time”). In Ms. Byrd’s memo dated May 26, 2023 (**Exhibit 5**) she disagrees with this assertion stating, “the board intended for this policy to apply to all exempt employees, including the Executive Director, and this is why the policy does not exclude the Executive Director and states it is not overtime pay”. That intent, however, does not specifically appear in the EC policy as it refers to “exempt employees” and “exempt staff” but not the “public health director” or “executive director.” It is unknown whether the BOH itself takes the same position as Ms. Byrd.

25. On May 26, 2023, Mr. Goldman forwarded an email he received from Ann Bruzzese, BOH chair from 2016-2021. Ms. Bruzzese had sent the email directly to Mr. Goldman and copied Ms. Byrd, Ms. Peterson, Ms. Jollon and Bob Ledger, a BOH member (**Exhibit 10**). In this email, Ms. Bruzzese explains the origins of the EC policy which are consistent with Ms. Byrd's explanation discussed above. She further states that the "SJBPH Board specifically intended for the Executive Director to be subject to the emergency duty compensation and did not exclude any exempt employee from the policy." She also states she recalls "that in the summer of 2020, the Board discussed the extraordinary expenses for COVID response and the revenue from the CARES Act/Corona-Virus Relief funds to offset the costs of the emergency response, including emergency compensation to all exempt employees." The Receiver is unaware of any BOH agenda, minutes, or meeting packet specifically referring to emergency compensation for exempt employees or the EC policy during the COVID emergency.

26. The Receiver communicated with other BOH members, various current and previous staff members, Colorado Department of Public Health ("CDPHE"), and SJBPH's external auditor about this EC issue.

Internal Policies and Procedures

27. The Receiver reviewed the internal procedures impacting the recording, accounting and external funding related to EC payments. Three primary systems were used to account for this program.

- a. Timekeeping system (The Payroll Department). This system is used by all SJBPH employees to log their time spent on various programs and/or administrative (non-funded) activities. Beginning in March 2020, EC time for various exempt employees began to be logged for weekly hours exceeding 40 hours. Within the

system the total hours an employee is reporting for a period were logged against the program they worked on and hours beyond 40 hours were designated as EC hours. This system also logs the supervisory approval required for each employee's periodic entries – all entries must be approved. Additionally, procedures called for an additional log ("214 Forms") to be completed that documented the specific tasks being performed to justify the additional EC time logged. This manual log was discontinued in July 2021 and notes supporting EC time were logged directly into the Timekeeping System.

- b. Payroll System (Evolution). This system receives the hourly information compiled within the Timekeeping System and accounts for the periodic payrolls (monthly) that determine the actual payments to employees. This system maintains the salary and hourly rates for each employee used to calculate payroll. EC payments were calculated as "straight time" pay, i.e., the total EC hours reported times the regular hourly rate (for exempt employees, this rate is an employee's annual salary divided by 2,080 hours). The primary outputs from this system are the monthly payroll distributions and associated tax withholding and reporting and detailed employee cost information passed on to the accounting system.
- c. Accounting System (MIP Accounting). This system is the primary accounting system for SJBPH and maintains the general ledger, records budgets at the program level, supports financial reporting and provides the information necessary to produce invoices to support most of SJBPH's activities. For invoice support, this system consolidates expense information by program monthly and

supplies the expense detail necessary to support grant-based invoices. Typically, personnel expenses are the largest component of these costs used to produce invoices. EC pay was consolidated with regular pay (e.g., salaries or wages) for the purpose of determining the personnel component of expenses allocated to specific programs and presented on specific invoices.

28. The Receiver reviewed information and reporting from each of these systems, reviewed a sample of the 214 forms, reviewed notes kept in the Timekeeping System and tracked EC hours and expense through the systems for a sample of specific invoices. The Receiver's observations from this review as follows:

- a. The Receiver was able to track both normal payroll and EC hours and expenses through all three systems. The Receiver reviewed time entries for four individuals who were paid the higher amounts of EC. From this sampling, we observed that regular hours (i.e., hours associated with an individual's salary) were logged and any hours exceeding 40 hours for a week were logged as EC – i.e., EC hours represented the additional hours worked beyond forty hours. We understand that each employee was responsible for logging all their hours worked into the timekeeping system. If an exempt employee's weekly time exceeded 40 hours and they were deemed eligible for EC pay, an entry was made by a Human Resources representative for time in excess of 40 hours and designated EC pay.
- b. By observing samples of 214 Forms, the Receiver confirmed that EC hours logged into the Timekeeping System match the hours reported on the 214 Forms. Generally, program-level exempt staff maintained detailed descriptions of work performed. However, some 214 Forms (notably, Ms. Jollon's) lack detailed

descriptions and include non-specific and cryptic abbreviations (e.g., “IC” meaning Incident Command).

- c. In July 2021, with the discontinuation of using 214 Forms to track EC time, notes supporting EC time were to be maintained in the Timekeeping System. The Receiver sampled notes in the Timekeeping system and generally found that program level exempt staff kept complete and thorough notes. For executive leadership, finance and human resource level staff, notes were less detailed, more sporadic and in some cases missing. For example, Ms. Jollon failed to add any notes for EC-related time in the timekeeping system.
- d. Timekeeping logs appear to have been approved per the defined supervisory structure. The timekeeping logs for Ms. Jollon appear to have been approved by Ms. Jollon in the Timekeeping System.
- e. From the review of Timekeeping System entries, there are periods of time where Ms. Jollon’s time logs exceed 15 hours per day (all seven days). Ms. Jollon logged an average of over 74 hours per week (seven days) for the March through December 2020 period.
- f. SJPHD maintained “Incident Action Plan” reports during the COVID disaster period. These reports appear to document the activities planned and performed for the period covered by each report. These reports show the organizational readiness and response that SJBPH demonstrated during this unprecedented crisis and provide a record of the multiple tasks, activities and initiatives being managed during this period.

- g. The Receiver ran program-level income statements from the Accounting System for a sampling of programs that provided COVID funding and generally found this accounting information could be traced to both Payroll System records and program specific invoices.

29. External Auditor Review. The Receiver reviewed the independent external audits prepared for 2020 and 2021. Per discussions with a representative from Fredrick Zink & Associates, the CPA firm that performed these audits, the Receiver was told the following:

- a. As part of the audit process, individual programs are audited. In both years, the programs selected for these audits were major COVID funding programs that the Receiver has determined were allocated significant EC expenses.
 - i. In 2020, the *Coronavirus Relief Fund Program* (CFDA # 21019) was audited. This program included pass-through funding from the Colorado Department of Public Health & Environment, La Plata County, Archuleta County and the Town of Pagosa Springs. Total funding received by SJBPH for this program in 2020 was \$1,475,940. This was SJBPH's largest federal award in 2020.
 - ii. In 2021, the *Epidemiology And Laboratory Capacity For Infectious Diseases* program (CFDA # 93.323) was audited. Total funding received by SJBPH for this program in 2021 was \$2,170,028. This was SJBPH's largest federal award in 2021.
- b. The audit procedures include sampling of timekeeping entries, payroll records, accounting entries and invoicing for these programs.

- c. Per federal guidelines, SJBPH's EC payments were allowable expenses that could be allocated to these two programs.
- d. Neither audit reported discrepancies or other findings associated with these programs. The auditors' "Opinion on Each Major Federal Program" for both 2020 and 2021 was "In our opinion, San Juan Basin Public Health complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended December 31, 2020 [2021]".

Funding Sources

30. SJBPH identified twenty-five programs that provided COVID 19 funding. These contracts total \$6,729,857. **Exhibit 11** is the schedule provided by SJBPH.

31. The Receiver reviewed the 2020 accounting and invoices for Coronavirus Relief Fund Program funding provided by La Plata County, Archuleta County, and the Town of Pagosa Springs. The Receiver was able to confirm that a portion of the "Salaries and Benefits" expense included on the invoices did include EC expenses paid to various exempt staff. The Receiver did not observe disclosures within these invoices that detailed salaries and benefit expense between regular pay and EC pay. The Receiver was able to trace total personnel expenses back to the Payroll and Timekeeping systems.

32. The Receiver reviewed "EC Calculation Reports" maintained by SJBPH for each month since April 2020. These reports appear to calculate the number of EC hours to be allocated to various COVID crisis related programs each month. Based on this information, it appears EC hours and associated expenses were allocated to the two primary programs that were reviewed by the independent auditors in 2020 and 2021 (discussed above). The Receiver did not "audit" every

invoice associated with these programs, but a sampling of select employees expense allocated to these programs appears to support this observation.

Findings Summary

33. The EC policy was initially approved in 2015 and revisited in 2019. It seems apparent that the then-existing BOH was aware of the policy and there was public disclosure of this policy in BOH minutes. Since the EC policy is part of SJBPH's records, the Receiver believes current BOH members had at least constructive knowledge of the policy.

34. The BOH was regularly informed about the financial status of SJBPH during the COVID crisis. The general emphasis of the updates the BOH received was about overall General Fund status, incremental funding sources, status of financial performance against the BOH approved budget and construction of amended budgets and 2021 and 2021 fiscal year budgets. The information was typically presented at summary levels (i.e., program level or summarized financial statement level). While EC costs were implied in certain documents (e.g., monthly Finance Committee minutes), there is no evidence specific details about the use of this program were presented to or discussed by the BOH. Public disclosure of financial status through BOH minutes and attachments was maintained throughout this period.

35. The Receiver learned that SJBPH's intense COVID response effort began to wind down in March 2022. It is unknown why SJBPH's emergency declaration continued until May 2023 when the CDPHE and other public agencies began winding down their COVID response efforts by mid-July 2022, or sooner. However, EC payments, though reduced, continued until May 2023.

36. Though Ms. Jollon was intimately involved in the administration of the emergency Covid response, the EC payments made to her appear disproportionate as compared to the other exempt

staff responding to this crisis. She had higher base pay (plus bonuses) and may have worked more hours than the other staff, but there is little documentation to support what she was specifically doing to support the time entered. It is not clear that her contract allowed for what is essentially payment for overtime, though the current board chair and a previous board chair claim that was the intention of the board.

37. As Executive Director, Ms. Jollon was ultimately responsible for execution and administration of the EC program. The Receiver's observations about this unique position are as follows:

- a. Ms. Jollon was vested with the authority and unfettered discretion to operate within the confines of policies approved by the BOH. The *Emergency Duty Compensation for Exempt Employees* policy defines when and how compensation is to be paid during a BOH and/or Executive Director-declared emergency. All hours above the 40-hour weekly threshold were to be approved by Ms. Jollon or her designee. There are no limits defined within the policy for eligibility (beyond exempt status), no limits defined for maximum amounts to be paid, and no specific reporting requirements to the BOH during implementation of this policy.
- b. The Receiver learned that employees eligible for EC pay were approved by Ms. Jollon. Initially this was in cooperation with the program staff recommendations, but later in 2022 and in 2023 it is less clear that the direct program staff had much input to these determinations.
- c. Except for the Executive Director, all employees within SJBPH have a direct supervisor or manager who is responsible for reviewing and approving their time submissions (and, indirectly, their periodic compensation). Ms. Jollon's

supervisor was the BOH. For all of 2020 and much of 2021, there appears to have been no supervisory review or approval of the periodic EC payments made to Ms. Jollon. Beginning October 1, 2021, the BOH Chair (but not the BOH itself) was added to the approval list for all SJBPH disbursements including payroll. However, it is unclear if detailed payroll information was included for the Chair's review and approval. It appears that detailed payroll information was not provided to the BOH itself.

- d. Ms. Jollon was the only person employed by SJBPH with a written employment contract. This contract defines Ms. Jollon's annual compensation, with upward adjustments and bonuses provided in various amendments. As stated above, the Receiver inquired whether the BOH considered EC payments to Ms. Jollon to be contrary to this contract because of the language in §2.1 stating "she is not entitled to overtime pay and/or compensatory time". As previously stated, Ms. Byrd and Ms. Bruzzese state they believe the EC paid to Ms. Jollon is not contrary to the employment agreement. Also as previously stated, it is unknown whether the BOH itself takes the same position.
- e. Discussions about the annual salary increases for Ms. Jollon were held in BOH executive sessions in 2021 and 2022. There is no written documentation on whether any consideration was given by the BOH to the fact Ms. Jollon had been and was continuing to receive EC payments when they approved salary increases (12.6% and 10.4% in 2021 and 2022, respectively) and bonuses (\$16,000 and \$20,000 in 2021 and 2022, respectively) for Ms. Jollon.

Conclusion

38. The policy for EC was approved by the BOH in 2015 and the supervision of this program was delegated to the Executive Director, with the sole discretion to approve EC pay, including approval of her own EC pay. The BOH was also reminded of this policy when SJBPH amended their overall Employment Policies and Employment Handbook in 2019 and sought BOH approval to do so. The policy does not appear to have been reviewed by the BOH with consideration to its application specifically to the COVID emergency response or as the public health emergency continued.

39. Interviews and communications with various BOH members, employees, CPDHE and La Plata County and Archuleta County attorneys provided diverse opinions and responses on the appropriateness, intent, and transparency of this program. These diverse points of view seem similar to the varied opinions on how the COVID pandemic was dealt with from an overall public health perspective.

40. It seems clear that the cost and administration of the EC Policy was not specifically reported to or monitored by the BOH during the COVID pandemic. There were references in reports to the BOH that “emergency duty pay” was causing budget variances. However, no evidence has been found to show that the BOH or the Counties were aware of the level of payments being made to individual employees or the overall ongoing cost of the program. The BOH was, however, informed about the extensive effort and extra time employees were contributing for an extended period of time.

41. The COVID public health emergency that SJBPH managed through was unprecedented and required enormous efforts by a dedicated team. Based on the Receiver’s input from outside parties, including CDPHE, it is not unreasonable for extra compensation to be paid during a

public health emergency such as the COVID pandemic to those employees working significantly more hours than normal for an extended period of time. In fact, EC payments made to a majority of the SJBPH exempt employees appear subjectively reasonable and are supported by the proper documentation as called for in the internal procedures. However, as noted in this report, total EC payments were weighted heavily toward a few of the staff (notably, Ms. Jollon) and the level of these payments and the comparatively less documentation available supporting this extra time makes the payments of significantly more concern.

42. The Agreed Order Appointing Receiver dated February 14, 2023, grants the Receiver limited duties, powers and authorities. Specifically, this order states “The Receiver shall work in conjunction with the Public Health Director to ensure Colorado’s public health standards are maintained by SJBPH through its cessation on December 31, 2023. The establishment of such standards as well as the operation, direction, or supervision of any public health powers, duties, functions, or services provided by SJBPH pursuant to Colorado’s public health statutes, namely C.R.S. §§25-1-502 (3), 25-1-502 (5), 25-1-506 et seq. and any other statute or regulation governing a district public health agency in the State of Colorado, shall remain the sole province of the Public Health Director and the BOH”. Therefore, the Receiver requests that this Report be reviewed by the BOH and the BOH should determine whether there was a breach of the public trust or other improper conduct in connection with the EC program, and if so, what follow-up action (if any) the BOH considers to be appropriate.

43. The Receiver considers this report to be its final action on this matter unless and until the following two events occur:

- a. The BOH requests the Receiver to take specific action, and,
- b. The court authorizes the Receiver to take such action.

Dated this 27th day of July 2023.

BY THE RECEIVER:

CORDES & COMPANY LLC



By: Bellann Raile, Member/Manager

Respectfully submitted through:

/s/ Randolph S. Dement

Randolph S. Dement, #16831
Attorney for Receiver

CERTIFICATE OF SERVICE

I hereby certify that a copy of this **Report** was served electronically upon all counsel of record through the E-Filing/Service System on the 27th day of July 2023.

/s/ Randolph S. Dement



La Plata County
Colorado

Office of the
La Plata County Attorney

Sheryl Rogers, County Attorney
G. Mark Thomas, Deputy County Attorney

Kathleen Moore
Ashley Powell

Katie Dittelberger
Jessica Mitchell

May 31, 2023

Via Email

Ms. Bellann Raile, Receiver
Cordes & Company LLC
5299 DTC Blvd, Suite 600
Greenwood Village, CO 80111

Mr. Randy Dement
6950 E. Belleview Avenue, Suite 202
Greenwood Village, CO 80111

Re: San Juan Basin Public Health Department – Emergency Compensation

Dear Bellann and Randy:

Thank you for bringing to our attention the issue of emergency compensation paid to certain exempt employees of San Juan Basin Public Health (SJBPH) between 2020 and 2022. We have reviewed SJBPH's emergency compensation policy and its employee handbook related to emergency duty compensation. It appears that the policy was initially created by SJBPH staff in 2015 and later incorporated into the employee handbook at an unknown date.

During our discussion on May 24, 2023, we discussed the possibility that SJBPH established this policy to meet federal cost recovery requirements. While we acknowledge the necessity and appropriateness of having a policy under emergency management regulations, we feel that additional information is required regarding the formal adoption, internal controls established, communication of any concerns by SJBPH staff and the expenses incurred under this policy.

I have spoken to Commissioner Porter-Norton, who serves on the SJBPH Board of Health, and she has no specific knowledge or recollection of the policy or payments made to individual employees. As you know, she did not serve on the SJBPH Board of Health until 2021 so it is likely many practices and compensation approvals were underway prior to the commencement of her service.

We kindly request that you investigate the adoption of the policy and its implementation by SJBPH during the COVID-19 emergency response between March 1, 2020, and May 30, 2023. Please provide us with relevant information and your conclusions. Specifically, we believe it is crucial for you to verify certain actions taken by the Board of Health or its appointed committees, to assess the internal controls established by the SJBPH Executive Director pursuant to the Internal Control Policy adopted June 1, 2018 and review the following types of documents:

1. SJBPH Bylaws and policies governing the directors of SJBPH, specifically those adopted in 2014.

2. Formal delegations of authority from the SJBPH Board of Health to the Executive Director for establishment and administration of benefits or compensation, especially the delegation adopted in 2014.
3. The SJBPH Internal Control Policy adopted June 1, 2018.
4. The Board of Health agenda packets and all minutes or audio recordings of any Board of Health meeting or the meeting of any committee comprised of Board of Health members where emergency duty compensation policies or the portions of the employee handbook relating to the emergency compensation policy for exempt employees were discussed or formal action was taken.
5. The Board of Health agenda packets and all minutes or audio recordings of any SJBPH Board of Health meeting or the meeting of any committee comprised of SJBPH Board of Health members where exempt employee compensation matters, including emergency duty compensation for SJBPH employees were discussed or formal action was taken.
6. All iterations of the policy or the employee handbook since 2015, including any amendments, revisions or updates. Please compile the dates and meeting minutes and/or recordings of the SJBPH Board of Health meeting minutes and any iterations of the policy.
7. All communications, reports or information provided to the SJBPH Board of Health, a committee or any single SJBPH Board of Health member regarding employee compensation matters, including the payment of emergency duty compensation to one or more exempt SJBPH employees.
8. All communications, reports or information provided to the SJBPH Board of Health, a committee, or any single SJBPH Board of Health member regarding the application of the Internal Controls Policy (adopted June 1, 2018) to the implementation of emergency compensation.
9. Documentation of any concerns reported by the Executive Director to the SJBPH Board, a committee, or any single SJBPH Board of Health member related to the emergency compensation payments and pursuant to the Executive Director's contractual obligation to report concerns.
10. All emails, text messages or other communications exchanged between any SJBPH employee and any member of the SJBPH Board of Health or The Payroll Department regarding the payment of emergency duty compensation to one or more exempt SJBPH employees.
11. Any budget where emergency duty compensation was budgeted and appropriated.
12. A detailed accounting of all compensation paid to exempt SJBPH employees for emergency duties, including the employee's name, the number of hours worked per applicable pay period, a detailed description of the tasks performed, the date the duties were performed, the name of the supervisor approving the time sheets or expenditure of time and the amount of compensation paid.
13. Any employment contract or individualized agreement or modification in terms of employment for any exempt employee who received emergency compensation between March 1, 2020 and May 30, 2023, including any amendments, alterations or updates to the employment contracts or modifications in terms of employment.

Bellann Raile
Richard Dement
May 31, 2023

Thank you again for bringing this matter to our attention. If you would like to discuss this request in further detail, please let me know.

COUNTY ATTORNEY
LA PLATA COUNTY ATTORNEY'S OFFICE

A handwritten signature in cursive script that reads "Sheryl Rogers". The signature is written in dark ink on a light-colored background.

Sheryl Rogers

Direct e-mail: rogers@lpcattorney.org

Cc: Todd Weaver, Archuleta County Attorney



**Office of the County Attorney
Todd A. Weaver, County Attorney**

398 Lewis Street / P. O. Box 1507
Pagosa Springs, Colorado 81147
970-264-8300

June 1, 2023

Sent via Email

Ms. Bellann Raile, Receiver
Cordes & Company LLC
5299, DTC Blvd., Ste. 600
Greenwood Village, CO 80111

Mr. Randy Dement
6950 E. Belleview Ave., Ste 202
Greenwood Village, CO 80111

Re: SJBPH – Emergency Compensation

Bellann and Randy,

Thank you very much for raising the issue of the emergency compensation paid to a certain number of exempt employees at San Juan Basin Public (“SJBPH”) during the COVID-19 declared emergency, which commenced in March 2020 and lasted until May 2023.

I am writing to request your assistance in investigating the emergency compensation paid to these certain SJBPH employees during this time frame, especially in light of the amount of compensation paid to the executive director and other top executives at SJBPH.

I have discussed the matter with Commissioner Warren Brown, who currently represents Archuleta County on the SJBPH Board of Health, and with former Commissioner Alvin Schaaf, who represented Archuleta County during most of the time frame mentioned above. Neither Commissioner Brown nor former Commissioner Schaaf recall any decision or even discussion by the SJBPH Board of Health of the payment of emergency compensation to certain exempt employees at SJBPH during the COVID-19 declared emergency. Both reiterated that they would most definitely recall any discussion by the SJBPH Board of Health regarding compensation being paid in such substantial amounts.

I urge you to conduct a thorough investigation of SJBPH's emergency compensation practices and determine whether they complied with existing SJBPH policies, the law and public interest. I believe that this is a matter of great importance for the residents of Archuleta and La Plata counties who deserve to know how their tax dollars are being spent and whether their public health officials are acting ethically and responsibly.

Sheryl Rogers, the La Plata County Attorney, has already provided you with a comprehensive list of documents that we wish for you to review. For the sake of brevity, I will not repeat the list

within this letter but will state that I fully support a full investigation into this matter including a detailed review of all the documents listed by Ms. Rogers.

I do appreciate and thank you for your continued professionalism and excellent work product as both counties continue to move forward with forming their own public health departments and wind down the existence of SJBPH.

Sincerely,

A handwritten signature in blue ink that reads "Todd A. Weaver". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Todd A. Weaver
Archuleta County Attorney

Cc: Sheryl Rogers, La Plata County Attorney