

LAKE FORK HEALTH SERVICE DISTRICT
BOARD OF DIRECTORS MONTHLY MEETING AGENDA

MISSION STATEMENT

The mission of the Lake Fork Health Service District is to enhance the quality of life in our community by promoting wellness and providing quality health services with care and compassion while exercising fiscal responsibility.

Thursday, January 23, 2020 – Moseley Health Care Complex, Zeller Wellness Center

I. CALL TO ORDER- Approximately 8:30AM

II. ROLL CALL

III. WORKSHOP

A. Executive Director Report

1. Review letters of interest for vacant board member position. Oath of office.
2. Financial-(Lynn McNitt, Dr. Carr, Jessica)- Review November 2019 financials
3. Discuss time and day for meetings.
4. Community Relations-(President, Jerry)
5. Personnel- (Dr. Carr, Jessica, President & VP)
6. Assign board member positions.
7. Assign committee contacts.
8. Let the minutes reflect that we will update signers for bank accounts: Lynn McNitt, Michael Schell, Gerald Johnson, Michael Mines, and _____.
9. Review resolutions 2020-01, 02, and 03.
10. Review capital authorization 20-001, EMS garage door service and repair.

B. Presidents Report-

C. Medical Director Report- Review revised employee agreement.

D. Dental Director Report-

E. Any other items

IV. MEETING AGENDA ITEMS

- A. Consider any updates to the meeting agenda.
- B. Consider approval of minutes from prior board meetings- 12/12/2019.
- C. Consider approval of resolution 2020-01, meeting date and time.
- D. Consider approval of resolution 2020-02, designated polling place.
- E. Consider approval of resolution 2020-03, appointment of election DEO.
- F. Consider approval of Dr. Carr's revised employee agreement.
- G. Consider approval of capital authorization 20-001, EMS garage door service and repair.

V. CITIZEN COMMENTS FROM THE FLOOR

VI. ADJOURN

Times stated are approximate and the agenda may be modified as necessary at the discretion of the Board.

LAKE FORK HEALTH SERVICE DISTRICT BOARD OF DIRECTORS–SPECIAL MEETING

Today's Date is Thursday, December 12, 2019.

I. The regular monthly meeting of the Lake Fork Health Service District was called to order by Jamie Scroggins at 8:47 am.

The meeting was held in the Moseley Health Care Complex.

II. Roll Call: In attendance were board members: Jamie Scroggins, Lynn McNitt, Jerry Johnson and Mike Schell. Jessica Whiddon, Mike Mines, Julie Stephens, Bob Downs and Gina Carr were also present. Malinda McDonald is the recording secretary.

Board of Directors:

President: Vacant

Vice-President: Jami Scroggins

Secretary: Mike Schell

Treasurer: Lynn McNitt

Board Member: Jerry Johnson

III. Workshop

A. Executive Director Report– October financials not available. Will present next month.

Jami Scroggins will be resigning at the end of the meeting today. This will create a new vacancy on the board. Jess feels that although we do have two candidates for vacant board positions here today it would not be fair to the public if we did not advertise the new vacancy.

Michael Mines and Julie Stephens are here today to present letters of interest for the vacant board member position.

- **Business Development–** None
- **Community Relations–** None
- **Personnel–** None

B. President

Reports: None

C. Medical Director

Reports: Will have a “Diabetes Education” and also “Beating the Winter Blues” Education course on December 20th. Bob Brown, psychologist and Ashley Mines, PA will provide information at these sessions. Ashley wrote a successful grant to help purchase the new LIFEPAAC.

D. Dental Director– None

IV. MEETING

A. Consider any updates to the meeting agenda:

Motion: Move item F (Appointment and oath of office for board member) to after the Executive Session–

Motion: Jerry Johnson

Second: Mike Schell

Vote: All vote yes.

Motion Carries

B. Consider approval of Minutes from prior month’s board meeting:

Motion: Approval of Minutes for meeting–

Motion: Mike Schell

Second: Lynn McNitt

Vote: All vote yes.

Motion Carries

C. Consider approval of 2020 Budget:

Motion: To approve 2020 budget

Motion: Mike Schell

Second: Jerry Johnson

Vote: All vote yes.

Motion Carries

D. Consider approval of Resolution 2019-04 for 2019 mill levy:

Motion: To approve Resolution 2019-04 for 2019 mill levy

Motion: Lynn McNitt

Second: Jerry Johnson

Vote: All vote yes.

Motion Carries

V. CITIZEN COMMENTS FROM FLOOR:

VI. Consider motion for executive session per 24-6-402(4)(f), C.R.S., to discuss personnel matters concerning Gina Carr, MD.

F. Appointment and oath of office for board member.

Motion: To appoint Michael Mines as our new board member

Motion: Lynn McNitt

Second: Jerry Johnson

Vote: All vote yes.

Motion Carries

VII. Adjourn

Meeting is adjourned at 9:38 am. Next meeting will be January 23, 2020 at approximately 8:30 a.m. in the Zeller Wellness & Education Center in the Mosley Health Care Complex.

(President)

Date

(Secretary)

Date

(Recording Secretary)

Date

Julie Stephens, M. Ed.
P O Box 547 Lake City, CO 81235
Cell# 817-313-12-90
Landline# 970-944-2768
julie@handsbestrong.com



Dear Ms. Whiddon.

November 12, 2019

I would like to apply for the position of Board Member with the Lake Fork Health Services District Board. I am an active community member with a background in education and would very much appreciate the chance to give back by lending my advisory skills to this highly valued institute.

A knowledge teacher by profession, I have a wide range of experiences over the course of more than four decades. Often I have been highly praised for my common sense skills. My community involvement includes being a tutor in our summer library program for about the past twelve year and being the secretary on the Lake City board of Christian Community Services.

Feel free to contact me, so that we may set up an in-person meeting if you so desire. I am confident you'll find me a good fit for your needs as a Board Member and I look forward to hearing from you. Thank you so much for your time.

Sincerely.

Julie Stephens

A handwritten signature of Julie Stephens in black ink.

Lake Fork Health Service District
PO Box 999
Lake City, Colorado 81235
(970) 944-2331 (970) 944-2320 (fax)

Resolution #2020-01

Designation of Meeting Day, Time, & Place **With Posting Locations**

The Lake Fork Health Service District Board of Directors hereby adopts the following designation of meeting date and time for each monthly regular Board meeting for 2020 until changed by Board Resolution as follows:

Regular Board meetings will be the _____ of each calendar month in the Zeller Wellness and Education Center at the Moseley Health Care Complex. Workshop will begin at _____. The agenda will be posted in the locations noted below, at least 24 hours before the meeting date.

This notice as to the date, time, and location of the regular Board meeting will be posted in the following locations:

Moseley Health Care Complex
Lake City Post Office
Coursey Annex (County Admin Bldg)
LFHSD Website

President
Lake Fork Health Service District
Board of Directors

Date

ELECTION RESOLUTION FOR 2020 REGULAR DISTRICT ELECTION

**LAKE FORK HEALTH DISTRICT
RESOLUTION NO. 2020-02**

§32-1-804, §1-13.5, C.R.S.

WHEREAS, the terms of office of Directors of Lake Fork Health Service District shall expire after their successors are elected at the regular special District election to be held on May 5, 2020, (“Election”) and take office; and

WHEREAS, in accordance with the provisions of the Special District Act (“Act”) and the Colorado Local Government Election Code (“Code”), the Election must be conducted to elect 5 Directors to serve for a term of three (3) years and

1. The regular election of the eligible electors of the District shall be held on May 5 2020, between the hours of 7:00 A.M. and 7:00 P.M. pursuant to and in accordance with the Act, Code, and other applicable laws. At the time, 5 Directors will be elected to serve a three-year term.

2. The Election shall be conducted as a mail ballot election in accordance with all relevant provisions of the Code. The Designated Election Official shall develop a Plan for conducting the mail ballot Election, which will be made available to the public. There shall be no election precinct or polling place. All mail ballots shall be returned to the Designated Election Official’s office.

3. The Board of Directors hereby designates Jessica Whiddon as the Designated Election Official for the conduct of the election on behalf of the District, who is hereby authorized and directed to proceed with any action necessary or appropriate to effectuate the provisions of this Resolution and the Act, Code, or other applicable laws. The Election shall be conducted in accordance with the Act, Code, and other applicable laws. Among other matters, the Designated Election Official shall publish the call for nominations, appoint election judges as necessary, appoint the Canvass Board, arrange for the required notices of election, and printing of ballots, and direct that all other appropriate actions be accomplished.

4. If other special districts with overlapping boundaries of the District are conducting ballot issue elections on the Election day, the District is required to enter into an intergovernmental agreement with such special districts concerning the preparation and mailing of the TABOR Notice to the active registered electors within the overlapping area. Designated Election Official is authorized to enter into such agreement on behalf of the District.

5. Self-Nomination and Acceptance forms are available at the Designated Election Official’s office located at the above address. All candidates must file a Self-

Nomination and Acceptance form with the Designated Election Official no earlier than January 1, 2020, nor later than the close of business (time: 5:00 p.m.) on Friday, February 28, 2020.

6. If the only matter before the electors is the election of Directors of the District and if, at the close of business on March 3, 2020, there are not more candidates than offices to be filled at the Election, including candidates timely filing affidavits of intent no later than March 5, 2018, the Designated Election Official shall cancel the Election and declare the candidates elected. Notice of such cancellation shall be published and posted in accordance with the Code. The Notice and this resolution, signed by the board Chair, shall be filed with the Division of Local Government.

7. Pursuant to Section 1-11-203.5, C.R.S., any election contest arising out of a ballot issue or ballot question election concerning the order of the ballot or the form or content of the ballot title shall be commenced by petition filed with the proper court within five (5) days after the title of the ballot issue or ballot question is set.

8. If any part or provision of this Resolution is adjudged to be unenforceable or invalid, such judgment shall not affect, impair or invalidate the remaining provisions of this Resolution, it being the Board's intention that the various provisions hereof are severable.

9. Any and all actions previously taken by the Designated Election Official or the Secretary of the Board of Directors or any other persons acting on their behalf pursuant to the Act, the Code or other applicable laws, are hereby ratified and confirmed.

10. All acts, orders, and resolutions, or parts thereof, of the Board which are inconsistent or in conflict with this Resolution are hereby repealed to the extent only of such inconsistency or conflict.

11. The provisions of this Resolution shall take effect immediately.

ADOPTED AND APPROVED this ____ day of _____, 2020.

_____DISTRICT

By _____
Chairman

ATTEST:

By _____
Secretary

RESOLUTION 2020-03
APPOINTING A DESIGNATED ELECTION OFFICIAL AND
AUTHORIZING DESIGNATED ELECTION OFFICIAL
TO CANCEL ELECTION

32-1-804(2), 1-13.5-513, 1-11-103(3) C.R.S.

WHEREAS, pursuant to 32-1-804(2), C.R.S., the Board of Directors of the Lake Fork Health Service_District, Hinsdale County, Colorado is authorized to designate a Designated Election Official (the “DEO”) to exercise the authority of the Board in conducting the election, and

WHEREAS, pursuant to 1-13.5-513, C.R.S., the Board can authorize the DEO to cancel the election upon certain conditions;

NOW THEREFORE, be it resolved by the Board of Directors of the Lake Fork Health Service District, Hinsdale County, Colorado that:

1. the Board hereby names [has named] Jessica Whiddon _____ as the DEO for the regular special district election scheduled for the 5th day of May, 2020 .
2. the Board hereby authorizes and directs the DEO, if the only matter before the electors is the election of persons to office, to cancel said election and declare the candidates elected, if at the close of business on the sixty-third day before the election there are not more candidates than offices to be filled, including candidates filing affidavits of intent to run as write-in candidates.
3. the Board further authorizes and directs the DEO to publish and post a Notice of Cancellation of election in the offices of the DEO, and the county clerk and Recorder of each county in which the district is located. The DEO shall also notify the candidates that the election was cancelled and they are elected by acclamation.

4. Pursuant to §1-11-103(3), and §1-13.5-513(1)&(4), if the DEO has cancelled the election, the DEO or district will file this resolution, together with the Notice of Cancellation, with the Division of Local Government.

Adopted and approved this 23rd day of January, 2020, by the Board of Directors of the Lake Fork Health Service District, Hinsdale County, Colorado.

(SEAL)

President

Secretary

PROCEDURAL INSTRUCTIONS:

Combine with Notice of Cancellation, form SD-11, if election is cancelled, and file both with the Division of Local Government

Capital Authorization Request Lake Fork Health Service District

Date: 01/23/2020

Control Number (year plus project# i.e. 06-001): 20-001

Project: EMS Garage Door Services

Project Description: Adjustments and replacement of eyes on bay 2 since door not functioning properly. Also need 2 new receivers for outside garage remotes to work properly.

Estimated Cost (Please itemize):

- Equipment cost	\$911.50
- Installation cost	\$200.00
- Training cost	
- Other	
- Total cost	\$1,111.50

**Rationale for Project (include annualized cost savings or revenue generation):
Keep garage doors functioning properly for ambulances.**

**Estimated Start and Completion for Project with key steps:
January 2020-February 2020**

**Requested by:
Buffy Witt**



Professional Garage Doors
 4342 N. Townsend Ave.
 Montrose, CO 81401

Proposal

Date	Estimate #
1/14/2020	04184

Name / Address

Hinsdale County EMS
 PO Box 277
 Lake City, CO 81235

Ship To

700 N Henson St
 Lake City

Terms	Estimator
Due on receipt	TAH

Qty	Description	Rate	Total
	1/3/2020		
1	Commercial Service Call-Lubed and adjusted as needed.	286.50	286.50
1	Pair of Photo Eyes-Commercial	205.00	205.00
	Parts needed		
2	315HM Receiver	100.00	200.00
2	893MAX Remote Control	110.00	220.00
1	Additional Labor and travel	200.00	200.00

Phone #	Fax #	E-mail
970-249-8768	970-249-1944	progaragedoors@qwestoffice.net

Subtotal	\$1,111.50
Sales Tax (0.0%)	\$0.00
Total	\$1,111.50

We agree to furnish the above items for the sum indicated. Please examine this Proposal carefully as we agree to furnish only the articles named and described herein. Errors in extension are subject to correction. All agreements are contingent upon strikes, accidents, or other causes of delay beyond our control. A Finance Charge of 1.5%(18%APR) will be added to all past due amounts. In the event of nonpayment in full, customer agrees to pay any and all attorney fees and/or court costs.

Accepted by _____ Date _____

Wiring and Low-Voltage wiring by others.

PHYSICIAN EMPLOYMENT AGREEMENT

THIS PHYSICIAN EMPLOYMENT AGREEMENT ("Agreement") is made by and between Lake Fork Health Service District, a Colorado Special District operating under and by virtue of the laws of the State of Colorado ("LFHSD" or Company"), and Gina Carr, M.D. ("PHYSICIAN") (LFHSD A D PHYSICIAN shall be collectively referred to as the "Parties").

RECITALS

- A. LFHSD is the owner and operator of a medical clinic, the Lake City Area Medical Center, and other facilities in Lake City, Colorado, which predominantly serve the citizens of Hinsdale County, Colorado.
- B. PHYSICIAN is duly qualified and licensed to practice medicine in the State of Colorado and is desirous of accepting a position as Medical Director at LFHSD.
- C. LFHSD desires to employ PHYSICIAN under the terms provided in this Agreement.
- D. PHYSICIAN desires to be employed by LFHSD under the terms provided in this Agreement.
- E. The Parties desire to enter into this Agreement in order to provide a full statement of their respective rights and responsibilities in connection LFHSD's employment of Physician.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Effective Date. This Agreement is effective on June 1, 2018 ("Effective Date") and replaces any and all employment agreements between the Parties entered into prior to such date.
2. Employment. LFHSD employs PHYSICIAN as a Medical Director, and PHYSICIAN accepts such employment from LFHSD.
3. Term. The initial term of employment shall commence on the Effective Date and shall expire at 5:00 p.m. on December 31, 2020, unless sooner terminated in accordance with the provisions of this Agreement.
4. Term Renewal. The term of this Agreement shall automatically renew for an additional one (1) year term extending from the initial term expiration date or from the renewed term expiration date, as the case may be, unless either Party gives notice of termination ninety (90) days before the initial term or renewed term expiration date.
5. Duties of PHYSICIAN. PHYSICIAN shall devote PHYSICIAN's full-time professional effort and attention to the performance of the duties of a physician and Medical Director for LFHSD under the direction of LFHSD's Board of Directors or designee.

PHYSICIAN 's duties ("Duties") shall include, but not be limited to, the following:

- a. Medical Services and Medical Director Duties. Performing the full range of professional medical services customarily provided by primary care physician ("Medical Services") to LFHSD patients in a competent, lawful, diligent, safe, efficient, and professional manner and in accordance with

(1) the accepted standards of care,

(2) licensure requirements of the Colorado Department of Public Health and the Colorado Board of Medical Examiners,

(3) all applicable standards of accrediting agencies,

(4) ethical principles and codes of professional conduct as defined by the American Medical Association and the Colorado Board of Medical Examiners,

(5) LFHSD policies, directives, guidelines, protocols, requirements, organizational documents and bylaws, and

(6) all applicable federal, state and local laws, rules, regulations and requirements including, without limitation, Medicaid and Medicare requirements, regardless of the patient's ability to pay or to demonstrate financial responsibility and without discriminating on the basis of the patient's ethnicity, race, color, national origin or ancestry, sex, age, military or veteran status, disability, creed, religion, sexual orientation, genetic information, or any other status or class protected by applicable law.

PHYSICIAN generally shall perform the Medical Services at facilities operated by LFHSD, within the boundaries of the LFHSD District, as directed by LFHSD; and providing all Medical Director duties reasonably required by the Board of Directors and as legally required consistent with LFHSD's licensure as a medical facility by the State of Colorado and status as a rural health clinic under the Medicare program, including but not limited to, providing medical direction for the healthcare activities and consultation for and medical supervision of the LFHSD's healthcare staff and lab director responsibilities. In conjunction with LFHSD's employed physician's assistant(s) and/or nurse practitioner(s), PHYSICIAN shall participate in developing, executing and periodically reviewing the LFHSD's written clinical policies and the appropriateness and quality of services provided to patients. PHYSICIAN will perform these duties to the best of her abilities and devote her full working time to the business and affairs of LFHSD.

PHYSICIAN shall not serve on the Board of Directors of any other company or entity without the written permission of the Board of Directors or their designee; LFHSD agrees that PHYSICIAN may serve on the Board of the Colorado Academy of Family Physicians so long as such activity does not prevent her from meeting her Duties under this Agreement.

In addition, PHYSICIAN shall organize and coordinate all clinical services provided Lake City Area Medical Center or other LFHSD facilities as they relate to patient care, and provide legally required supervision for LFHSD Physician's Assistant(s), Nurse Practitioner(s), mid-level provider(s) and conduct and complete annual employee reviews for all such clinical employees (and review and evaluate clinical employee reviews that are conducted by other supervisors), and use reasonable efforts to ensure trained staff are available for all shifts. Further, Medical Director, as part of the LFHSD Personnel Committee and in conjunction with other committee members comprised of LFHSD board members, will be directly involved with any decisions regarding hiring, promotion, or termination of all medical staff members.

Specifically with respect to LFHSD's employed Physician Assistant(s) PHYSICIAN shall supervise, provide oversight, conduct record reviews, and maintain and file all appropriate documentation related to such activities as reasonably required by LFHSD and as specifically required by applicable Board of Medical Examiner rules and regulations and any other applicable laws, including but not limited to Colorado Medical Board Rule 400 and Colorado Revised Statute sections 12-36-107.4 and 12-36-106(5);

b. Work Requirements, Schedule, Office Hours and On-Call Rotation. Working for LFHSD full-time, at times reasonably scheduled and required by LFHSD; maintaining office hours that meet the needs of LFHSD patients and the community as directed by LFHSD; and participating in the LFHSD's on-call rotation. In general, fulltime means an average of 40 hours per week, not including time on-call, provided that PHYSICIAN understands and agrees that she may at times be required to work more than 40 hours per week and in no event shall PHYSICIAN, as a salaried professional employee, be entitled to additional compensation or overtime pay UNLESS the total number of providers is such that the medical director is routinely scheduled for greater than: 33% of clinic's operating hours May through September or 50% of the clinic's operating hours October through April and/or taking call greater than a 1 :3 ratio May through September or 1 :2 ratio October through April in which case the medical director will be entitled to additional compensation OR preferably the LFHSD Board of Directors, in collaboration with the medical director, will arrange for temporary or permanent staffing changes to ensure that medical director will not be over-burdened with clinical duties and will continue to have adequate time to perform required administrative duties;

c. Use of LFHSD Facilities and Personnel. Using the space, facilities, supplies, equipment, services, and personnel furnished by LFHSD exclusively for the discharge of the Duties under this Agreement;

d. Documentation and Reports. Preparing and maintaining all necessary and appropriate reports, documentation to support claims or encounter submission, correspondence, records, charts, patient documentation, management reports, documentation for certification, licensure, or accreditation of LFHSD related to all medical services rendered by LFHSD in a complete, accurate, and appropriate manner within required timeframes in accordance with all applicable laws, regulations and accreditation committees or organizations, including, without limitation, all requirements under the Medicare and Medicaid programs, the Colorado Department of Public Health and the Colorado Board of Medical Examiners;

e. Supervision and Training. Providing professional medical supervision and training to physician assistants, nurse practitioners and other non-physician clinical employees of LFHSD in the performance of their duties as assigned by LFHSD, in a manner that complies with and as may be required by federal and Colorado law, and as required for Medicare and Medicaid reimbursement;

f. Performance Expectations. Complying with the following performance expectations, which are not considered to be all-inclusive:

- collaborate with LFHSD's Board of Directors in a professional and courteous manner on the enhancement and implementation of policies and procedures;
- maintain appropriate confidentiality in all confidential and nonpublic communications with Board of Directors;
- provide leadership in development, approval, and implementation of processes designed to ensure the appropriateness and high-quality of medical and medically related care;
- participate in professional development and promote educational programs for yourself and the staff;
- participate in the observation and promotion of the health, safety, and welfare of employees;
- treat all employees of LFHSD in a fair and consistent manner;

- represent and articulate the Lake City Area Medical Center's mission to the community in a positive and professional manner;
- participate in establishing policies and procedures for assuring that the rights of individuals (patients, visitor's, staff members, members of the board and community) are respected;
- have or acquire sufficient information and knowledge regarding the administrative and operational requirements applicable to LFHSD as a Colorado health service district and political subdivision of the state of Colorado as are reasonably necessary for PHYSICIAN to perform your duties in a manner that complies with legal requirements applicable to LFHSD, and not take any action or fail to take action in the performance of your duties that does not comply with such requirements;

g. Third Party Payer Billing and Collection. (1) Promptly completing any forms and documentation required to become credentialed by any third party payer designated by LFHSD, including, without limitation, Medicare, Medicaid, health maintenance organizations, insurance companies or plans, or any other federal, state or private third party payer; (2) performing all obligations under all third party payer contracts as an employee of LFHSD; (3) assigning to LFHSD all fees or other consideration paid or given to PHYSICIAN for the performance of Medical Services and receipts under all third party payer contracts; (4) utilizing, complying with and conforming to the billing, collection, and accounting systems and practices maintained and utilized by LFHSD; and (5) providing assistance to LFHSD in its effort to effect collection of accounts, which assistance shall include, without limitation, assigning all claims, providing assistance in obtaining data from patients in order to establish eligibility for coverage with insurance companies and other third party payers, and furnishing medical data to establish claims;

h. Administrative Duties. Advising LFHSD on operational and technical matters pertaining to all clinical services, including but not limited to, examination rooms, laboratory services, and other areas of LFHSD facility used for patient care, such as equipment configuration and purchase, and technical and procedural innovations; assisting LFHSD in the preparation and review of policies and procedures, practice guidelines and protocols, annual budgets and long term clinical service and business/financial plans, monthly reports and such other documents or reports as may be requested by LFHSD; and performing other reasonable administrative duties consistent with Physician's Medical Director position as assigned by LFHSD;

i. Cooperation. Cooperating fully with LFHSD personnel including other physicians to, among other things, help ensure continuity and coordinated management of patient care;

J. Compliance. Complying with (1) all applicable laws and regulations; (2) LFHSD's policies, directives, instructions, requirements, standards, guidelines, protocols, and LFHSD bylaws;

k. Qualifications and Continuing Education. Maintaining PHYSICIAN's qualifications and licensure described in this Agreement, and maintaining and improving his/her professional skills and reputation by continuing medical education; performance of all things reasonably desirable to maintain and improve PHYSICIAN'S professional skills, including, but not limited to, continuing professional education, attendance at professional conventions and other seminars and participation in professional societies so far as is reasonable and practical. PHYSICIAN may have up to two (2) weeks each year to attend such professional conventions and seminars, provided that scheduling of time away from LFHSD facilities is approved by LFHSD. Related expenses (seminar/course costs and travel expense) for such professional

conventions and seminars shall be paid for by LFHSD; provided however the costs relating to such approved continuing medical education seminars and conventions shall not exceed a maximum of \$2,500.00 per year unless approved by LFHSD in advance. LFHSD may require that PHYSICIAN only participate in continuing medical education during the slower workload periods (mid-September to mid-June). Continuing education time allowed shall be non-cumulative and shall not in any way be banked, or carried over from one contract year to another. Unused funds shall be credited, minus required federal and state withholding, in the form of additional payment towards outstanding student loans or as income once student loans are paid in full at the end of each fiscal year.

The following licenses and certifications (or their equivalent) must be maintained by PHYSICIAN throughout the term of this Agreement:

- Current License to Practice with Prescriptive Authority in the State of Colorado;
- Current Board Certification through American Board of Family Medicine;
- Current Drug Enforcement Agency (DEA) License;
- Current Basic Life Support (BLS) License;
- Current Pediatric Advanced Life Support (PALS) License;
- Current Advanced Cardiovascular Life Support (ACLS) License; and
- Current Advanced Trauma Life Support (ATLS) or Current PreHospital Trauma Life Support (PHTLS) license.

Above certification and licensing fees above, in addition to professional medical society dues, shall be paid for by LFHSD with a maximal annual allowance of \$4,500. Any unused funds, minus required federal and state withholding, shall be credited as reasonably directed by PHYSICIAN in the form of additional payment towards either outstanding student loans or as income once student loans are paid in full at the end of each fiscal year.

I. Reporting. Reporting to LFHSD's Board of Directors all incidents of adverse or potentially adverse patient care outcomes or events involving or arising out of the provision of Medical Services or other treatment to LFHSD patients and reporting all violations or suspected violations of laws, regulations, and LFHSD's policies, directives, guidelines, protocols, and bylaws to LFHSD;

m. Support and Promotion. Actively participating in, supporting and promoting the LFHSD and its programs to persons and organizations in the LFHSD service area and the surrounding areas;

n. Damaging Conduct. Refraining from all acts or omissions that may directly or indirectly injure or damage, in any way, LFHSD or LFHSD's employees, officers, directors, or patients; and

o. Additional Duties. Performing such additional reasonable duties, which are not inconsistent with the Duties and the terms of this Agreement consistent with the Physician's Medical Director position, as requested by LFHSD.

6. PHYSICIAN's Independent Judgment. Neither this Agreement nor the employment relationship created by this Agreement shall affect the exercise of PHYSICIAN's independent judgment in the practice of medicine, and all decisions requiring the exercise of such judgment shall be made by PHYSICIAN in accordance with applicable law and on the basis of the best interest of patients. Nothing in this Agreement is intended nor shall be construed to allow the LFHSD to have or to exercise control, direction, influence or supervision over the professional medical judgment, manner or methods by

which the PHYSICIAN performs the Medical Services, which are the subject matter of this Agreement; provided, however, that the Medical Services to be provided by the PHYSICIAN shall be provided in a manner consistent with the standards governing such services and the provisions of this Agreement that are not in conflict with the PHYSICIAN's exercise of professional medical judgment in the best interests of the patient. PHYSICIAN shall not be required to refer any patient to a particular provider or supplier or take any other action the PHYSICIAN determines not to be in the patient's best interest.

7. Compensation.

a. Salary. During the term of this Agreement, LFHSD shall pay PHYSICIAN a base salary at the rate of One Hundred Forty-Eight Thousand Dollars (\$148,000.00) per annum as compensation for PHYSICIAN's performance under this Agreement. After required federal and state withholding are deducted from base salary, \$500 of each biweekly paycheck shall be directly paid by LFHSD to PHYSICIAN's outstanding student loan as directed by PHYSICIAN, and the remainder paid as direct compensation to PHYSICIAN. The compensation payments due PHYSICIAN shall otherwise be paid according to normal company payroll practices, and is subject to lawfully required withholdings and deductions for taxes, benefits and similar type items, consistent with LFHSD's then current employment policies, and employee guidelines and/or handbook.

b. Acknowledgement. PHYSICIAN and LFHSD acknowledge that all compensation payable under this Agreement shall constitute compensation for PHYSICIAN's performance of the Duties, and that no portion of the compensation payable under this Agreement constitutes remuneration in return for the referral of patients or the ordering of tests or supplies.

8. Benefits.

a. Insurance. PHYSICIAN may participate in LFHSD's health insurance, and other insurance plans ("Benefit Plans") under the same terms and conditions as other employees.

b. Other Benefits. PHYSICIAN shall be entitled to other benefits in effect, which are available for employees of LFHSD including sick leave and vacation time in accordance with employee benefit policies established from time to time by LFHSD.

However, PHYSICIAN shall be entitled to 3 weeks additional vacation (PTO) time in addition to what the employee benefit policy allows.

c. Amendment. PHYSICIAN agrees that LFHSD may amend, modify, suspend or discontinue the Benefit Plans and other benefits at any time. LFHSD will inform PHYSICIAN of any such amendments, modifications, suspension, or discontinuance to the Benefit Plans or other benefits.

9. PHYSICIAN's Representations and Warranties. LFHSD enters into this Agreement in reliance on PHYSICIAN's representations and warranties to LFHSD being true and accurate at the time PHYSICIAN enters into this Agreement and at all times during the term of this Agreement. PHYSICIAN represents and warrants that the following are true and accurate:

a. Current Licensure. PHYSICIAN is duly licensed and authorized to practice medicine under the laws of the state of Colorado;

b. Licensing Board Actions. PHYSICIAN's license to practice medicine has never been terminated, suspended, subject to probation, curtailed, denied, revoked, limited or restricted in any manner by any medical licensing board or organization. PHYSICIAN is not aware of any past or present investigation for violations or suspected violations of any requirements or obligations relating to his/her medical license by any medical licensing board or organization. PHYSICIAN is not aware of any complaint filed against PHYSICIAN with a medical licensing board or organization;

c. Medical Staff, LFHSD, or Professional Association Actions. PHYSICIAN has never been denied membership or reappointment of membership, had his/her medical staff membership(s), clinical privileges, participation or membership status terminated, suspended, been subject to probation, curtailment, denial, revocation, limitation or restriction in any manner by any Medical Staff or medical professional association or organization;

d. Complaints. PHYSICIAN has never had a complaint filed against him/her related to medical staff membership or clinical privileges, or been under investigation for violations or suspected violations of any requirements or obligations relating to his/her LFHSD medical staff membership(s), clinical privileges, or participation or membership status with any medical professional association or organization;

e. Prescribing Authority. PHYSICIAN has all necessary narcotics and controlled substances registrations and licenses required for the performance of the Duties under this Agreement, and has never had a narcotics and controlled substance registration or license terminated, suspended, subject to probation, curtailed, denied, revoked, limited or restricted in any manner. PHYSICIAN has never been under investigation for violations or suspected violations of any requirements or obligations relating to his/her narcotics and controlled substance registration or license, or had a complaint filed against PHYSICIAN relating to his/her narcotics and controlled substance registration or license;

f. Third Party Payer Programs. PHYSICIAN has not been excluded, or otherwise determined to be ineligible to participate as a medical provider in any health plan or program including Medicare, Medicaid, any health maintenance organization plans or policies, any insurance plans or policies, or any other any other federal, state or private third-party payer programs plans or policies ("Third Party Payer Programs"). Nor has PHYSICIAN ever had his/her entitlement or privilege to participate as a medical provider in any Third Party Payer Programs terminated, suspended, subject to probation, curtailed, denied, revoked, limited or restricted in any manner. PHYSICIAN has never been under investigation for violations or suspected violations of any requirements or obligations relating to his/her entitlement or privilege to participate as a medical provider in any Third Party Payer Programs, or had a complaint filed against PHYSICIAN relating to his/her entitlement or privilege to participate as a medical provider in any Third Party Payer Programs; and

g. Criminal Conviction. PHYSICIAN has not been convicted of a criminal felony, criminal offense related to the provision of medical or health care items or services or a criminal offense involving a moral turpitude, use or distribution of a controlled substance, or sexual conduct.

10. PHYSICIAN'S Disclosure Obligations. PHYSICIAN shall disclose to LFHSD's Board of Directors President, and has an ongoing duty to disclose, the following:

- a. any actual, threatened, or proposed criminal or civil conviction of PHYSICIAN related to any Third Party Payer Programs;
- b. any actual, threatened, or proposed exclusion of PHYSICIAN from any Third Party Payer Programs;
- c. any actual or threatened malpractice suit, claim (whether or not filed in court), settlement, settlement allocation, judgment, verdict or decree against PHYSICIAN;
- d. any actual or threatened disciplinary, peer review or professional review investigation, proceeding or action instituted against PHYSICIAN by any medical licensing board or organization, health care facility or entity, professional society or association, Third Party Payer Program, peer review or professional review committee or body, or governmental agency;
- e. any criminal complaint, summons, indictment or criminal proceeding in which PHYSICIAN is named as a defendant, regardless of the nature of the offense;
- f. any actual or threatened investigation or proceeding, whether administrative, civil or criminal, relating to an allegation against PHYSICIAN of filing false health care claims, violating anti-kickback laws, violating anti-referral laws, violating fee-splitting laws, or engaging in billing improprieties;
- g. any dependency on, or habitual use or abuse of, any controlled substance by PHYSICIAN or any participation by PHYSICIAN in any controlled substance detoxification, treatment, recovery, rehabilitation, counseling, screening or monitoring program; and
- h. any event in which the PHYSICIAN has engaged in activity or conduct which may constitute "unprofessional conduct" under C.R.S.12-36-117.

11. Malpractice Insurance Coverage. For the term of this Agreement, PHYSICIAN will obtain and maintain professional liability and malpractice insurance coverage, and LFHSD shall pay for such coverage for PHYSICIAN, in an amount not less than \$1 million per each occurrence and \$3 million in the aggregate. LFHSD further agrees to purchase tail coverage for occurrences that may have taken place while the PHYSICIAN was in the LFHSD's employ for the period of the LFHSD's statute of limitations if coverage from the current carrier is terminated. If a Physician's Assistant (PA) is covered under PHYSICIAN's malpractice policy, LFHSD will pay the fees for coverage of the PA.

PHYSICIAN shall notify the LFHSD of any and all incidents, occurrences, or claims made arising out of PHYSICIAN's performance of the Duties and Medical Services as soon as practicable following the claim, incident, occurrence or claim to include up to one (1) year following cancellation of the PHYSICIAN coverage to determine coverage eligibility. PHYSICIAN shall cooperate in any investigation and the defense of claims or incidents by LFHSD. PHYSICIAN shall hold harmless and indemnify LFHSD, its officers, directors, successors and assigns from and against any and all liabilities, costs, damage expenses, and attorneys' fees of any kind, character or nature resulting from or attributable to any and all acts and/or omissions of the PHYSICIAN, provided, however, that to the extent that any such liabilities, costs, damages, expenses and attorney's fees are compensated for by PHYSICIAN's malpractice insurance coverage purchased by LFHSD, PHYSICIAN shall not be required to reimburse the LFHSD for the same.

12. Termination. Notwithstanding any other provision herein, this Agreement may be terminated as follows:

a. Termination by the LFHSD for Cause. After allowing for disciplinary grievance rights consistent with LFHSD's then current and documented employment policies and employee guidelines/handbook, LFHSD shall have the right, without liability, to immediately terminate this Agreement for cause, which shall include, but not be limited to, the following:

(1) Misconduct. PHYSICIAN engages in any conduct or neglects any duty: in violation of rules, standards or guidelines established by the Colorado Board of Medical Examiners; in violation of the LFHSD's policies, directives, instructions, requirements, standards, guidelines, protocols, or bylaws; that is unethical, unprofessional, unlawful, or fraudulent; that is an impediment to the provision of patient care including failure to communicate with patients, employees and staff in an effective and respectful manner; or any other conduct which, in the sole discretion of LFHSD, would make PHYSICIAN's presence at the LFHSD detrimental to the interests, reputation, or operations of the LFHSD or the interests of the LFHSD's patients;

(2) Crime. PHYSICIAN is charged with, pleads guilty to, pleads no contest to or is convicted of a felony or of a misdemeanor for which a period of incarceration may be imposed; any crime related to or involving health care, moral turpitude, a controlled substance, or sexual conduct;

(3) Licensure, Certification. The license of PHYSICIAN to practice medicine has either been suspended, denied, limited or revoked in the State of Colorado;

(4) Controlled Substance License. PHYSICIAN's narcotics and controlled substance registration or license is terminated, suspended, subject to probation, curtailed, denied, revoked, limited or restricted in any manner;

(5) Care. Upon the good faith determination by LFHSD that PHYSICIAN is not providing adequate or appropriate patient care or that the health, safety or welfare of patients is jeopardized by LFHSD's continued employment of PHYSICIAN;

(6) Staff Interaction. Upon the good faith determination by LFHSD the health, safety or welfare of LFHSD employees and staff is jeopardized by LFHSD's continued employment of PHYSICIAN;

(7) Professional Liability Insurance. Upon cancellation of PHYSICIAN's coverage under any professional liability insurance policy, PHYSICIAN no longer qualifying for coverage at standard rates under such policy, or PHYSICIAN becoming uninsurable for professional liability insurance coverage;

(8) Negligence. Professional negligence by PHYSICIAN in the performance Duties;

(9) Misrepresentation. Any misrepresentation by PHYSICIAN of a material fact or concealment of a material fact, including, without limitation, any misrepresentation or concealment relating to or concerning PHYSICIAN's representations and warranties in this Agreement;

(10) Fraud or Embezzlement. Fraud or embezzlement by PHYSICIAN; and

(11) Breach by PHYSICIAN. Material breach of the terms of this Agreement by PHYSICIAN, which breach is not cured by PHYSICIAN, to the extent cure is available, within thirty (30) days after written notice of the material breach is given to PHYSICIAN by LFHSD.

b. Termination by PHYSICIAN for Cause. PHYSICIAN may terminate this Agreement at any time upon the LFHSD's material breach of any of the terms or conditions of this Agreement, which material breach is not cured by the LFHSD within thirty (30) days after written notice is given to the LFHSD by PHYSICIAN.

c. Termination of Agreement as the Result of Government Regulation. LFHSD shall have the right to terminate or unilaterally amend this Agreement without liability in order to comply with any legal order issued by a federal or state department, court, agency or commission, or to comply with any applicable law. In the event the LFHSD elects or is required to amend this Agreement, and the amendment is unacceptable to PHYSICIAN, PHYSICIAN may terminate this Agreement by providing thirty (30) days written notice to the LFHSD.

d. Termination/ Amendment Due to Legal Compliance. If any provision of this Agreement shall be or become in violation of any law or regulation, including but not limited to those pertaining to Medicare or Medicaid, Stark or anti-kickback, the LFHSD may, without liability:

(1) Terminate this Agreement immediately in order to comply, by giving PHYSICIAN notice thereof; or

(2) Give PHYSICIAN written notice, proposing amendment(s) to the Agreement in an effort to comply. If notice is given and if PHYSICIAN and LFHSD are unable within thirty (30) days thereafter to agree upon the proposed amendment(s), either party may terminate this Agreement without liability.

e. Termination by Death or Disability. The rights and obligations created by the Agreement shall terminate immediately upon the death or disability of PHYSICIAN. Disability, as used in this Agreement, shall mean the physical or mental inability of PHYSICIAN to perform the Duties as set forth in this Agreement.

f. Non-Appropriation.

(1) Although this Agreement may extend beyond LFHSD's current fiscal year, the Parties understand and agree that any obligation on the part of LFHSD to pay PHYSICIAN in any given future fiscal year constitutes a then current year expense of LFHSD, payable exclusively from LFHSD's then current annual appropriation. The parties recognize that this Agreement is dependent upon the continuing availability and appropriation of funds beyond the terms of LFHSD's current fiscal period, and that financial obligations of the LFHSD payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. This Agreement shall not in any way be construed to be a general obligation indebtedness of the LFHSD within the meaning of any provision of the Colorado Constitution, or any other constitutional or statutory limitation or requirement applicable to LFHSD, and in accordance with Article X, Section 20(4)(b) of the Colorado Constitution, this Agreement shall neither create nor be construed to create any multiple-fiscal year direct or indirect LFHSD debt or other financial obligation whatsoever. LFHSD has not pledged the full faith and credit of LFHSD or its governing board, and this Agreement shall not directly or contingently obligate the LFHSD or its governing board to apply funds, or levy or pledge any form of taxation, to the payment of any amounts payable by LFHSD beyond those appropriated and allocated, or otherwise made available, in the then-current Fiscal Year. The act of appropriation for LFHSD' s payment obligations under this Agreement is an act solely within the discretion of LFHSD' s governing board.

(2) LFHSD represents that it intends to include in its annual budget an amount estimated to be sufficient, if appropriated, to make the payments provided for in this Agreement, subject to annual appropriation

as set forth above. LFHSD shall promptly notify PHYSICIAN in writing if for any reason sufficient funds will not be available for a given Fiscal Year during the term of this Agreement.

(3) In the event in any given Fiscal Year, an appropriation or revenue allocation is not made to fund LFHSD's obligations under this Agreement or such Appropriation or revenue allocation is reversed or rescinded (an "Event of Non-Appropriation"), this Agreement may be terminated upon written notice to PHYSICIAN by LFHSD. Alternatively, at the election of the PHYSICIAN, obligations with respect to the Agreement subject to an Event of Non Appropriation may be suspended upon notice until such time as LFHSD's governing board appropriates, allocates revenue, or otherwise makes available funds to pay amounts due hereunder (such notice constituting an Event of Suspension), or until PHYSICIAN gives notice to rescind such suspension, in which case the termination shall be effective. If an Appropriation or other revenue allocation is made, LFHSD shall give notice to PHYSICIAN and any suspension shall be rescinded. In either event, LFHSD shall not be obligated to make any remaining payments due under the Agreement after its then current Fiscal Year.

g. Termination Without Cause. Either party may terminate this Agreement by providing written notice to the other party ninety (90) days prior to the termination date; provided however, that LFHSD may elect, in its discretion, to pay

PHYSICIAN in lieu of the notice otherwise required by this paragraph, the compensation PHYSICIAN would have earned had PHYSICIAN continued to work during such ninety (90) day notice period immediately prior to the date notice of termination is given.

h. Termination By Mutual Agreement. Notwithstanding any other provision of this paragraph 12, the Parties may enter into a written agreement to end this Agreement at any time and in a manner that is mutually agreed upon.

13. Covenant Not to Compete During Employment. The amount of time PHYSICIAN shall be engaged in providing services to LFHSD shall be full time, or 100% of PHYSICIAN's professional time. All income or receipts of value derived directly or indirectly from, or as a result of PHYSICIAN's professional practice, shall inure to the benefit of and become the property of the LFHSD. In recognition of PHYSICIAN's obligations under this Agreement, and the balance between the PHYSICIAN's case load, hours worked and compensation, PHYSICIAN, during the term(s) of this Agreement, will not practice, serve in any capacity, or have any interest in any other health care institutions, hospitals, surgical centers, or health services agencies, or engage in any activities or services which require or rely upon such PHYSICIAN's professional medical knowledge, experience, qualifications or licensure that are not required by generally understood professional and ethical obligations without prior written permission from LFHSD.

LFHSD grants permission for PHYSICIAN to serve as the Medical Director of Hinsdale County EMS. LFHSD grants permission for PHYSICIAN to serve, in the unpaid position, as Medical Director of Silver Thread Public Health District. LFHSD grants permission for PHYSICIAN to work temporarily for other clinics or hospitals up to four (4) weeks per year as long as the time off has been approved by LFHSD and available PTO or unpaid time is taken.

Provided that all other Duties are performed as required by this Agreement, volunteer and non-paid clinical activities performed by PHYSICIAN shall be allowed without permission of LFHSD as long as they are performed outside of normal business hours or during PTO or unpaid time off.

14. Non-Solicitation. PHYSICIAN shall not, directly or indirectly, employ, solicit for employment, or advise or recommend to any other person that such other person employ or solicit for employment, any person employed by the LFHSD during the period of such person's employment by the LFHSD and for one (1) year thereafter. PHYSICIAN shall not encourage or advise any LFHSD employee to terminate or end employment with LFHSD or encourage or advise any LFHSD independent contractor or volunteer to terminate or end such relationship.

15. Billing of Patients. LFHSD shall directly bill the patients (or applicable ThirdParty Payer Program) for all charges and services, including PHYSICIAN's services, provided to LFHSD patients. PHYSICIAN agrees to work with LFHSD staff or contractors to bill for charges and services rendered by or at the direction of PHYSICIAN in a prompt and accurate manner in accordance with industry standard coding systems and in conformity with the requirements of Medicare, other Third Party Payer Programs, and applicable law. PHYSICIAN will bring any coding or billing errors to the attention of the LFHSD's administrative staff. PHYSICIAN agrees to indemnify and hold LFHSD harmless from any loss, liability, and expense including billing practices regardless of PHYSICIAN's intent. PHYSICIAN shall look solely to the LFHSD for payment of professional services rendered pursuant to this Agreement, and shall not bill for services to LFHSD's patients.

16. Resolution of Disagreements. Except as otherwise provided in this Agreement, the Parties agree that disputes between them concerning this Agreement shall be settled in conformance with the following procedures:

- a. The aggrieved party shall notify the other party, (the responding party), in writing in sufficient detail so as to clearly identify the concerns giving rise to the dispute.
- b. The responding party shall respond to the aggrieved party within twenty (20) business days after receipt of said notice.
- c. The Parties shall then schedule a meeting to facilitate discussion of the concerns and work toward a collaborative solution.
- d. If the Parties reach a resolution, they shall reduce the resolution to a signed writing which shall be attached to this Agreement and become an addendum hereto for future reference.
- e. If the Parties are unable to reach a resolution of the problem within fortyfive (45) days, unless a longer time is requested or consented to by both Parties, the Parties will discuss whether they can agree to an alternative dispute resolution procedure, including, but not limited to mediation. If the Parties are unable to so agree, either party may seek court resolution.

17. Confidentiality of Patient Information. PHYSICIAN shall not disclose information relating to LFHSD patients to persons other than (a) members of the LFHSD's Medical Staff; (b) patients, parents or guardians of patients as necessary for patient care; (c) state licensing boards; (d) for purposes necessary to fulfill PHYSICIAN's duties and obligations under this Agreement (e) as required by law; or (f) Third Party Payer Program and professional organizations; without advanced written consent of the LFHSD or duly issued comi process or orders. It is mutually understood that PHYSICIAN's obligation not to disclose confidential patient information hereunder shall survive the termination of this Agreement. In adhering to the confidentiality requirements of this paragraph, PHYSICIAN shall comply with all applicable LFHSD policies and procedures and requirements of the Health Insurance Portability and Accountability Act, as

codified at 42 U.S.C. section 1320d, as amended, and any current and future implementing regulations including, without limitation, the regulations contained in 45 C.F.R. 160 and 164.

18. Non-Disclosure of Confidential and Proprietary Information. PHYSICIAN acknowledges that, during the period of PHYSICIAN's employment, PHYSICIAN will have access to and become familiar with information used in, or in connection with, the business of LFHSD, including but not limited to the originals or copies, however produced, of any of the following: any computer programs, computer systems, computer logic, individual computer-designed features, methods, processes, program or system documentation, data, figures, projections, estimates, components, standards, criteria, system designs, market research, samples, work-in-progress, prototypes, research data, financial and tax data, information and returns, plans, books of account, materials, data processing or other equipment, procedures relating to and information about sales, marketing, personnel, purchasing, financing, quality control, collections, customer lists, files and information, provider lists, files and information, lenders and all other know-how, trade secrets and information embodied in any media, including tapes, disks, written, graphic or machine readable form which are in the possession of LFHSD and which have not been published or disclosed to the general public (collectively, "Confidential and Proprietary Information"). For all purposes, Confidential and Proprietary Information shall be deemed to, include, but not be limited to, be trade secrets as that term is defined in the Colorado Uniform Confidential and Proprietary Information Act., C.R.S. §7-74-101 and following, as amended.

a. PHYSICIAN shall only use the Confidential and Proprietary Information in the course and scope of PHYSICIAN's employment with LFHSD and in furtherance of LFHSD's business, and PHYSICIAN shall not use the Confidential and Proprietary Information in any other way or for any other purpose. PHYSICIAN further agrees that the restriction regarding use of the Confidential and Proprietary Information continues after termination of Employee's employment with LFHSD.

b. PHYSICIAN shall keep the Confidential and Proprietary Information confidential and shall not disclose the Confidential and Proprietary Information to any person or business, except PHYSICIAN may disclose the Confidential and Proprietary Information to other employees of LFHSD for purposes related to fulfilling PHYSICIAN's duties and obligations under this Agreement, so long as such employee is subject to similar confidentiality restrictions. PHYSICIAN further agrees that the restriction regarding confidentiality and non-disclosure of the Confidential and Proprietary Information continues after termination of PHYSICIAN's employment with LFHSD.

c. Upon termination of PHYSICIAN's employment with LFHSD, PHYSICIAN shall leave with and return to LFHSD all documents, records, notes and similar repositories of or containing Confidential and Proprietary Information or any other information concerning LFHSD's business, including all copies, then in PHYSICIAN's possession or under PHYSICIAN's control whether prepared by PHYSICIAN or others.

19. Protection Work Product. Work Product shall be the sole and exclusive property of LFHSD. For purposes of this Agreement, "Work Product" shall mean any all documentation, software, creative works, innovations, know-how and information created in whole or in part by PHYSICIAN, whether copyrightable, patentable, protectable or not, during PHYSICIAN's employment with LFHSD, as part of fulfilling PHYSICIAN's duties and obligations under this Agreement. PHYSICIAN hereby assigns to LFHSD, without consideration to PHYSICIAN in addition to the consideration provided under this Agreement, the entire right, title, interest in and to the Work Product and in and to all proprietary rights therein or based thereon. PHYSICIAN agrees that the Work Product shall be deemed to be "works made for hire"

as defined by federal copyright laws, and therefore all copyrights in and to such works are and will be owned by LFHSD.

20. Patients and Patient Records; Notice to Patients upon Termination. All charts and patient records for patients treated at the LFHSD by PHYSICIAN shall be the property of the LFHSD. If PHYSICIAN's employment with the LFHSD is terminated, all patient records and charts shall remain the property of the LFHSD and shall stay in the LFHSD's possession. Copies of a patient's records requested by the patient in writing will be furnished as the patient directs.

a. All patients shall be dealt with, referred to and always treated as patients of the LFHSD during the term of this Agreement.

b. PHYSICIAN may be identified by name on the LFHSD's stationery and shall execute all documents, correspondence, statements, records and reports on the stationery or form designated by the LFHSD.

c. PHYSICIAN shall leave all such records with the LFHSD at the termination of this Agreement. PHYSICIAN recognizes and acknowledges that copies of patient treatment records, patient financial records and patient lists are the proprietary information of the LFHSD and, as such, PHYSICIAN shall not make copies of such records, nor disclose any such information to third parties except as otherwise permitted by this Agreement. PHYSICIAN shall not remove any of such records from the LFHSD's offices, except as may be reasonably necessary in transporting them from one of the LFHSD's offices to another, and only then after taking steps necessary to preserve such records confidentiality and security.

d. In the event of the expiration of this Agreement or the termination of this Agreement for any reason, all patients shall remain the patients of the LFHSD and, except as authorized herein, PHYSICIAN shall not initiate any contact, directly or indirectly, with any such patients for a period of twelve (12) months after the date of expiration or termination hereof. Any patient with whom PHYSICIAN has an established and ongoing doctor-patient relationship shall be notified of such expiration or termination and of patient's option to be treated by either PHYSICIAN or the LFHSD in the future. LFHSD and PHYSICIAN shall comply with the Colorado Board of Medical Examiners' rules and policies in providing notice to patients regarding practice changes and PHYSICIAN no longer being an employee of the LFHSD and in the handling of patient records. The form of such notification shall be as mutually agreed and approved by the parties and shall be accomplished on the LFHSD's letterhead, such notice to include a request that the patient select either PHYSICIAN or the LFHSD to provide future medical services. If the Parties fail to agree upon the form of notification within the time period required to provide such patient notification, then the LFHSD shall provide the notice it deems appropriate in order to comply with applicable rules, policies or other legal requirements. If any patient shall not make the requested selection, the Parties shall fully cooperate with each other to ensure that each patient, regardless of the source of generation of the patient, receives the best professional medical services available and is not abandoned.

21 . Amendment. This Agreement shall not be amended, altered or changed except by written agreement signed by the Parties. Notwithstanding the foregoing, in the event that any state or federal laws or regulations, now existing or enacted or promulgated after the effective date of this Agreement, are interpreted by judicial decision, a regulatory agency or legal counsel in such a manner as to indicate that the terms of this Agreement may be in violation of such laws or regulations, this Agreement may be unilaterally amended by LFHSD in order to comply with such laws or regulation by providing written

notice of amendment to PHYSICIAN. To the maximum extent possible, any such unilateral amendment shall preserve the terms and underlying principles of this Agreement.

22. No Waiver. No waiver, express or implied, by any party with respect to any breach or default by the other party in the performance of this Agreement will be deemed a waiver of any further or other breach or default by such other party. Failure on the part of any party to declare the other party to be in breach or default, regardless of how long such failure continues, will not constitute a continuing waiver.

23. Governing Law. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Colorado. The parties agree that jurisdiction and venue for resolving any dispute with regard to this Agreement shall only be the appropriate court in Hinsdale County, Colorado.

24. Notices. Any notice, offer, demand or communication required or permitted to be given under any provision of this Agreement shall be deemed to have been sufficiently given or served for all purposes if delivered personally to the party to whom same is directed or if sent by registered or certified mail to the address of the party set forth below:

LFHSD:

Lake Fork Health Services District

Board of Directors

P.O. Box 999

700 North Henson Street

Lake City, Colorado 81235

PHYSICIAN:

Gina Carr

PO Box 1016

Lake City, CO 81235

Except as otherwise expressly provided in this Agreement, any such notice shall be deemed to be given on the date on which the same is deposited in a regularly maintained receptacle for the deposit of United States mail or on the date received if hand-delivered. Either party may change its address for purposes of this Agreement by giving the other party notice thereof in the manner herein before provided for the giving of notice.

25. Captions. The captions are inserted in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of this Agreement, or any provision of this Agreement, nor in any way affect the interpretation of this Agreement.

26. No Presumptions. The Parties waive any statutory or common law presumption, which would serve to have this Agreement or any provisions of this Agreement construed in favor or against LFHSD or PHYSICIAN in the event any dispute arises concerning the interpretation of this Agreement.

27. Entire Agreement. This Agreement constitutes the entire agreement between LFHSD and PHYSICIAN and supersedes all proposed prior agreements, oral or written, between the Parties. There are no representations, agreements, arrangements or understandings, whether oral or written, between or among the Parties relating to the subject matter of this Agreement that are not fully expressed herein.

28. Attorney's Fees. In the event of any litigation arising out of this Agreement, or in the event either party must take action to enforce the terms of this Agreement, the prevailing party shall be entitled to payment by the other party of all reasonable attorney's fees and other expenses incurred.

29. Severability and Validity. If any provision of this Agreement is determined to be unenforceable or invalid for any reason, such determination shall have no effect on the other provisions of this Agreement. If such provision is declared unenforceable or invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

IN WITNESS WHEREAS, LFHSD and PHYSICIAN have caused this Agreement to be executed this _____ day of _____, 2020.

EMPLOYEE

Gina Carr, M.D. / Date

Lake Fork Health Service District

LFHSD Representative / Date

Attestation:

Lake Fork Health Service District

LFHSD Representative / Date