

Draft Agenda

Park Hospital District Board of Directors' Regular Meeting by GoToWebinar and In-Person

Thursday, December 11, 2025

5:30 pm - 6:30 pm

Estes Park Town Hall Board Meeting Room - 170 MacGregor Ave, Estes Park CO 80517

Regular Session				Min	Procedure	Presenter(s)
1	Call to Order and Welcome			1	Action	EPH Board of Directors
2	Approval of the Agenda			1	Action	EPH Board of Directors
3	Public Comments on Items Not on the Agenda			3	Information	Public
4	General Board Member Comments			3	Information	EPH Board of Directors
5	Consent Agenda Items Acceptance:			2	Action	EPH Board of Directors
	5.1	Board Minutes				
		5.1.1	EPH Board Regular Meeting Minutes November 20, 2025			
		5.1.2	EPH Board Special Meeting Minutes November 26, 2025			
6	Presentations:					
	6.1	2026 Budget		10	Discussion/Vote	EPH Board of Directors
	6.2	Park Hospital District Resolution 2025-05		10	Discussion/Vote	EPH Board of Directors
	6.3	Park Hospital District Resolution 2025-06		10	Discussion/Vote	EPH Board of Directors
	6.4	Park Hospital District Independent Contractor IT Agreement		5	Discussion/Vote	EPH Board of Directors
	6.5	Park Hospital District Independent Contractor Admin Agreement		5	Discussion/Vote	EPH Board of Directors
	6.6	Hall Render Legal Services Engagement Letter		5	Discussion/Vote	EPH Board of Directors
	6.7	Park Hospital District Contact Information		5	Discussion	EPH Board of Directors
7	Executive Summary - Significant Items Not Otherwise Covered			1	Discussion	EPH Leadership & Board of Directors
8	All Attendee Conversation on Emerging Topics			10	Conversation	Community Attendees, EPH Board, EPH Senior Leadership Team
9	Potential Agenda Items: Next Meeting			1	Discussion	EPH Board of Directors
10	Adjournment			1	Action	EPH Board of Directors
Estimated Total Regular Session Mins.				73		
Next Regular Park Hospital District Board Meeting: TBD						
Possible Next Meeting Agenda Items						



ESTES PARK HEALTH BOARD OF DIRECTORS'

Regular Meeting Minutes – November 20, 2025

Board Members in Attendance

Dr. Cory Workman, Chair
Dr. Steve Alper, Vice Chair
Ms. Brigitte Foust, Treasurer
Ms. Janet Zeschin, Board Secretary
Dr. Tom Leigh, Member at Large

Other Attendees

Mr. Vern Carda, CEO
Mr. David Snow
Mr. Jacob Schmitz
Rachel Ryan
Pamela Serbin-Olson
Robert Franken

1. Call to Order

The board meeting was called to order at 5:31 PM by Cory Workman; there was a quorum present. Notice of the board meeting was posted in accordance with the Sunshine Law Regulation.

2. Approval of the Agenda

Cory Workman motioned to approve agenda as submitted. Steve Alper seconded the motion, which carried unanimously.

3. Public Comments on Items Not on the Agenda

Robert Franken asked if there was clarification on how UCHHealth will be selecting community members to be a part of the new advisory board. UCHHealth has conducted an interview process consistent with their process.

4. General Board Member Comments

Tom Leigh motioned to add ESL benefits for hospital employees to the agenda; Brigitte Foust seconded. The motion did not carry. Tom Leigh thanked the employees and physicians at the hospital for their commitment to the community; he also extended thanks to Brigitte Foust for her dedicated and principled service to the Board.

Tom went on to list what he perceives as the Board's failings which included meaningful oversight, developing strategy, adopting policies in relation to complaints about leadership, concerns about conduct over certain leaders, CEO evaluations, employee compensation, work environment, and accountability of the CEO. Steve inquired about the Board's successes, of which Tom said there were none.

Steve made note that it was of interest that Tom and Brigitte spoke of transparency and accountability while secretly meeting with the Estes Valley Voice; he also inquired as to how the Voice keeps obtaining confidential and privileged documents. He encouraged both Tom and Brigitte to consider their standing on this Board.

Cory iterated the strengths of the hospital which included the care provided; the dedicated work of the employees; the strong financial position; and the successful opportunity to bring healthcare to the Estes Valley for years to come through the UCHealth affiliation.

5. Consent Agenda Items Acceptance

Cory Workman motioned to approve consent agenda items as listed, which carried unanimously. Second by Steve Alper.

6. Presentations

6.1 Park Hospital District Resolution 2025-04 – EPH Board of Directors

- See recording and posted resolution. Following robust and clarifying discussion, Cory motioned to accept the resolution as listed. Steve Alper seconded the motion, and the resolution passed with a majority vote.

6.2 Park Hospital District Board Representative Recommendation – EPH Board of Directors

- See recording. A vote was conducted and votes tallied by Mr. David Snow; Steve Alper and Janet Zeschin were elected as nominees for inaugural EVMC Board. Votes were as follows:
Steve Alper: Self, Janet Z
Briggite Foust: Self, Tom L
Tom Leigh: Self, Foust
Cory Workman: Steve A, Janet Z
Janet Zeschin: Self, Steve A

7. Executive Summary – Significant Items Not Otherwise Covered

No comments.

8. All Attendee Conversation on Emerging Topics

- Robert Franken extended appreciation for the work that the Board has done to ensure the affiliation with UCHealth. He noted it was some of the “hardest work you will ever do, but some of the best.”

9. Potential Agenda Items for Thursday December 11 2025, Regular Board Meeting

Next meeting will be Park Hospital District only to review and approve budget.

10. **Adjournment**

Cory Workman motioned to adjourn the meeting at 6:30 PM. Brigitte Foust and Steve Alper seconded the motion, which carried unanimously.

Cory Workman, Chair

Estes Park Health Board of Director



**ESTES PARK HEALTH
BOARD OF DIRECTORS'
Special Session Minutes – November 26, 2025**

Board Members in Attendance

Dr. Cory Workman, Chair
Dr. Steve Alper, Vice Chair
Ms. Brigitte Foust, Treasurer
Ms. Janet Zeschin, Board Secretary

Other Attendees

Mr. Vern Carda, CEO

1. Call to Order

The board meeting was called to order at 8:00 AM by Cory Workman; there was a quorum present. Notice of the board meeting was posted in accordance with the Sunshine Law Regulation.

2. Approval of the Agenda

Cory Workman motioned to approve the agenda as submitted. Steve Alper seconded the motion, which carried unanimously.

3. Public Comments on Items Not on the Agenda

➤ No comments.

4. Medical Staff Credentialing Report

➤ Brigitte Foust recommended the approval of the Medical Staff Credentialing Report. Steve Alper seconded the motion, which carried unanimously.

5. Adjournment

Cory Workman motioned to adjourn the meeting at 8:03 AM. Steve Alper seconded the motion, which carried unanimously.

Cory Workman, Chair
Estes Park Health Board of Director

Draft

BUDGET MESSAGE

Pursuant to 29-1-103(1)(e), C.R.S.

PARK HOSPITAL DISTRICT

In November 2025, the Park Hospital District ("District") sought and received approval from the Larimer County Commissioners to accomplish its healthcare purposes *INDIRECTLY* through lease and other arrangements as permitted by statute with UCHealth. Based on that approval and the earlier approval by the Colorado Attorney General's office, the District's healthcare operations, including its hospital and ambulance licenses and substantially all employees and assets, were transferred to UCHealth Estes Vally Medical Center effective December 1, 2025. For specific terms of the transaction please refer to the Definitive Agreements between UCHealth and Park Hospital District. These documents can be found at: **Parkhospitaldistrict.org**.

As a result of this transaction, the District no longer operates a hospital and related healthcare activities. Therefore, its budget for 2026 is substantially different from prior years. For 2026 and forward the District will continue raising tax revenues as approved by voters in the 2023 ballot referendum authorizing long term commitments to accomplish an affiliation with a nonprofit healthcare system. It's expenses will consist of those necessary to comply with Colorado special district law: audit, website, elections, etc. It's functions will be to monitor the affiliation arrangements with UCHealth and to transfer funds to UCHealth Estes Valley Medical Center to support local healthcare operations consistent with the Definitive Agreements. Per the Definitive Agreements, the District's allowable administrative expenses are set at \$200,000 for the first year of the term.

The attached 2026 Budget for PARK HOSPITAL DISTRICT includes the following:

1. A 7.505 Mill Levy (same as prior years) generates \$4,400,132.
2. Ad Valorem Revenue is projected to be \$250,000 for FY 2026.
3. An operational audit will be conducted for the 2025 fiscal year, which included healthcare operations through 11/30/2025. In future years this expense is anticipated to be substantially lower given the District's reduced operations
4. Salary expense is estimated at 416 total hours recorded at \$50/hr for administrative functions necessary for maintaining the District.
5. Directors and Officers liability insurance is estimated at \$10,000.

6. Legal expense for FY 2026 is estimated at \$50,000, which will include work related to completing the transaction with UCHealth. The District will retain a firm to represent the District in FY 2026.
7. The Park Hospital District will transfer any remaining funds left after covering their operating expenses to UCHealth Estes Valley Medical Center in FY 2026.
8. The Park Hospital District entered into a timeshare office lease space with VertCoworking to secure office rental space. The yearly cost of this lease is \$14,400.
9. The Park Hospital District has contracted with Greystone Technology to manage the Park Hospital District website.

Park Hospital District (PHD)
FY 2026 Budget

Revenue	Tax Mill Revenue	4,400,132
	Ad Valorem Revenue	250,000
	Investment Income	-
	Other Revenue	-
TOTAL REVENUE		4,650,132

Expenses	Audit Expense	70,800
	Salary Expense	20,800
	Insurance Expense (D&O)	10,000
	Legal Expense	50,000
	PHD Transfer to UCHealth EVMC	4,450,132
	Election Expense	-
	Board Member Education	4,500
	Board Travel & Meals	4,100
	Supplies & Office Expeditures	1,500
	Dues & Subscriptions	1,200
	Miscellaneous Expense	16,600
	Office Rental Expense	14,400
	Contracted Services	6,100
TOTAL EXPENSE		4,650,132

NET INCOME	\$	-
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PARK HOSPITAL DISTRICT

RESOLUTION 2025-05

A COMBINED RESOLUTION CONCERNING THE ADOPTION OF A BUDGET AND APPROPRIATION OF FUNDS FOR SUCH BUDGET FOR FISCAL YEAR 2026

A. A RESOLUTION SUMMARIZING EXPENDITURES AND REVENUES FOR EACH FUND AND ADOPTING THE BUDGET FOR THE PARK HOSPITAL DISTRICT FOR THE CALENDAR YEAR BEGINNING ON THE FIRST DAY OF JANUARY 2026 AND ENDING ON THE LAST DAY OF DECEMBER 2026.

WHEREAS, the District's Chief Financial Officer submitted a proposed budget to the Board of Directors on October 13, 2025, for its consideration; and

WHEREAS, upon due and proper notice, published in accordance with the law, said proposed budget was open for inspection by the public at a designated place, a public hearing was held on December 11, 2025 and interested taxpayers were given the opportunity to file or register any objections to said proposed budget; and

WHEREAS, whatever increases may have been made in the expenditures, like increases were added to the revenues so that the budgets remain in balance, as required by law.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE PARK HOSPITAL DISTRICT:

Section 1. That estimated expenditures for the general fund are as follows:

GENERAL FUND

Transfer to UCHealth Estes Valley Medical Center	
to support local health care operations per Definitive Agreements effective 12/1/2025	\$4,450,132
Administrative Expenses	<u>\$ 200,000</u>
TOTAL	\$4,650,132

Section 2. That estimated revenues for the general fund are as follows:

GENERAL FUND

From unappropriated surpluses	\$ 0
From sources other than general property tax levy (ad valorem tax)	\$ 250,000
From the general property tax levy	<u>\$4,400,132</u>
TOTAL	\$4,650,132

Section 3. That the Budget which was submitted, amended, and herein summarized by fund, is hereby approved and adopted as the Budget of the District and made a part of the public records of the District.

B. A RESOLUTION APPROPRIATING SUMS OF MONEY TO THE VARIOUS FUNDS AND SPENDING AGENCIES, IN THE AMOUNTS AND FOR THE PURPOSES SET FORTH BELOW FOR THE PARK HOSPITAL DISTRICT FOR THE 2026 BUDGET YEAR.

WHEREAS, the Board of Directors of the Park Hospital District has adopted the District's annual budget in accordance with the Local Government Budget; and

WHEREAS, the Board of Directors has made provision therein for revenues in an amount equal to, or greater than, the total proposed expenditures as set forth in said budgets; and

WHEREAS, it is not only required by law, but also necessary, to appropriate the revenues provided in the budgets to and for the purposes described below, so as not to impair the operations of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE PARK HOSPITAL DISTRICT:

That the following sums are hereby appropriated from the revenue of each Fund, to each Fund, for the purposes stated:

GENERAL FUND

(indicate if appropriating all reserves, by adding "including reserves" after General Fund)

Transfer to UCHHealth Estes Valley Medical Center	
to support local health care operations per Definitive Agreements effective 12/1/2025	\$4,450,132
Administrative Expenses	<u>\$ 200,000</u>
TOTAL	\$4,650,132

ADOPTED: December 11, 2025

PARK HOSPITAL DISTRICT

By _____
Cory Workman, Board Chair

ATTEST:

Brigitte Foust, Treasurer

Janet Zeschin, Secretary

PARK HOSPITAL DISTRICT

RESOLUTION 2025-06

RESOLUTION TO DETERMINE MILL LEVY YIELD

A RESOLUTION LEVYING GENERAL PROPERTY TAXES FOR THE YEAR 2025, TO HELP DEFRAY THE COSTS OF GOVERNMENT FOR THE PARK HOSPITAL DISTRICT FOR THE 2026 BUDGET YEAR.

WHEREAS, on December 11, 2025, the Board of Directors of the Park Hospital District adopted the District's annual budget, in accordance with the Local Government Budget Law; and

WHEREAS, the valuation for assessment for the District as recently certified by the County Assessor is \$586,293,438; and

WHEREAS, the computed amount of tax Revenue from the Mill Levy of 7.505 mills, for the District's budget for the General Fund is \$4,400,132;

WHEREAS, the District's current levy of 7.505 mills applied to the valuation of assessment for the District as recently certified by the County Assessor will not exceed the new property tax annual revenue increase limit of 5.25% pursuant to C.R.S. 29-1-1701 et seq.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE PARK HOSPITAL DISTRICT:

Section 1. That, for the purpose of meeting all general operating expenses of the District during the District's 2026 budget year, there is hereby levied a tax of 7.505 mills upon each dollar of the total valuation for assessment of all taxable property within the District for the previous year (tax year).

Section 2. That the District's Board Chair is hereby authorized and directed to certify to the County Commissioners of Larimer County, Colorado, the mill levies for the District as hereinabove determined and set, and to execute such form or forms as may be required by the County Commissioners for such purposes; provided, however, that, in the event that the final notice of assessed valuation will cause an adjustment to such mill levy in order to raise amounts stated to balance the District's budget, the District's Budget Officer is authorized to make such adjustments based upon the final assessed valuations received from the County Assessor. In no event shall such adjustments result in any unauthorized non-voter approved increase in the mill levy.

ADOPTED: December 11, 2025

PARK HOSPITAL DISTRICT

Cory Workman, Board Chair

Brigitte Foust, Treasurer

Janet Zeschin, Secretary

CERTIFICATION OF TAX LEVIES for NON-SCHOOL GovernmentsTO: County Commissioners¹ of _____, Colorado.On behalf of the _____
(taxing entity)^Athe _____
(governing body)^Bof the _____
(local government)^C

Hereby officially certifies the following mills to be levied against the taxing entity's GROSS \$ _____
assessed valuation of: (GROSS^D assessed valuation, Line 2 of the Certification of Valuation Form DLG 57^E)

Note: If the assessor certified a NET assessed valuation (AV) different than the GROSS AV due to a Tax Increment Financing (TIF) Area^F the tax levies must be calculated using the NET AV. The taxing entity's total property tax revenue will be derived from the mill levy multiplied against the NET assessed valuation of: \$ _____
(NET^G assessed valuation, Line 4 of the Certification of Valuation Form DLG 57)
USE VALUE FROM FINAL CERTIFICATION OF VALUATION PROVIDED BY ASSESSOR NO LATER THAN DECEMBER 10

Submitted: _____ for budget/fiscal year _____
(no later than Dec. 15) (mm/dd/yyyy) (yyyy)

PURPOSE (see end notes for definitions and examples)**LEVY²****REVENUE²**

1. General Operating Expenses ^H	_____ mills	\$ _____
2. <Minus> Temporary General Property Tax Credit/ Temporary Mill Levy Rate Reduction ^I	< _____ > mills	\$ < _____ >
SUBTOTAL FOR GENERAL OPERATING:	<div style="border: 1px solid black; display: inline-block; width: 100px; height: 20px;"></div> mills	<div style="border: 1px solid black; display: inline-block; width: 100px; height: 20px;"></div> \$
3. General Obligation Bonds and Interest ^J	_____ mills	\$ _____
4. Contractual Obligations ^K	_____ mills	\$ _____
5. Capital Expenditures ^L	_____ mills	\$ _____
6. Refunds/Abatements ^M	_____ mills	\$ _____
7. Other ^N (specify): _____	_____ mills	\$ _____
	_____ mills	\$ _____

TOTAL: [Sum of General Operating Subtotal and Lines 3 to 7] mills \$ Contact person: _____ Daytime phone: () _____
(print)

Signed: _____ Title: _____

Include one copy of this tax entity's completed form when filing the local government's budget by January 31st, per 29-1-113 C.R.S., with the Division of Local Government (DLG), Room 521, 1313 Sherman Street, Denver, CO 80203. Questions? Call DLG at (303) 864-7720.

¹ If the *taxing entity's* boundaries include more than one county, you must certify the levies to each county. Use a separate form for each county and certify the same levies uniformly to each county per Article X, Section 3 of the Colorado Constitution.

² Levies must be rounded to three decimal places and revenue must be calculated from the total NET assessed valuation (Line 4 of Form DLG57 on the County Assessor's **FINAL** certification of valuation).

CERTIFICATION OF TAX LEVIES, continued

THIS SECTION APPLIES TO TITLE 32, ARTICLE 1 SPECIAL DISTRICTS THAT LEVY TAXES FOR PAYMENT OF GENERAL OBLIGATION DEBT (32-1-1603 C.R.S.). Taxing entities that are Special Districts or Subdistricts of Special Districts must certify separate mill levies and revenues to the Board of County Commissioners, one each for the funding requirements of each debt (32-1-1603, C.R.S.) Use additional pages as necessary. The Special District's or Subdistrict's total levies for general obligation bonds and total levies for contractual obligations should be recorded on Page 1, Lines 3 and 4 respectively.

CERTIFY A SEPARATE MILL LEVY FOR EACH BOND OR CONTRACT:

BONDS^J:

1. Purpose of Issue: _____
 Series: _____
 Date of Issue: _____
 Coupon Rate: _____
 Maturity Date: _____
 Levy: _____
 Revenue: _____

2. Purpose of Issue: _____
 Series: _____
 Date of Issue: _____
 Coupon Rate: _____
 Maturity Date: _____
 Levy: _____
 Revenue: _____

CONTRACTS^K:

3. Purpose of Contract: _____
 Title: _____
 Date: _____
 Principal Amount: _____
 Maturity Date: _____
 Levy: _____
 Revenue: _____

4. Purpose of Contract: _____
 Title: _____
 Date: _____
 Principal Amount: _____
 Maturity Date: _____
 Levy: _____
 Revenue: _____

Use multiple copies of this page as necessary to separately report all bond and contractual obligations per 32-1-1603, C.R.S.

INDEPENDENT CONTRACTOR AGREEMENT
PARK HOSPITAL DISTRICT IT COORDINATOR

This **INDEPENDENT CONTRACTOR AGREEMENT** ("**Agreement**") is effective as of the date fully executed by the parties ("**Effective Date**"), by and between Park Hospital District ("**District**"), and Linda Lambert ("**Contractor**").

WHEREAS, District desires to retain Contractor on a non-exclusive basis to provide independent information technology support directly to the District Board of Directors on the terms and conditions contained herein; and

WHEREAS, Contractor desires to provide such services at the District in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, the parties hereto agree to the following:

1. Services & Qualifications

- A. Services.** During the term of this Agreement, Contractor shall provide services to District ("**Services**"), as set forth in Exhibit A, attached hereto and incorporated within this Agreement. Contractor shall notify District of any adverse event that occurs while Contractor is providing services hereunder. Contractor agrees to perform such Services, at all times, in strict accordance with currently approved and accepted methods and practices in Contractor and/or Contractor Agents' profession. The Contractor further agrees to provide Services in a professional, timely and competent manner, and to comply with any applicable directives, procedures and policies of District. The parties acknowledge that this Agreement is non-exclusive and that either party will be free, during and after the term of this Agreement, to engage or contract with third parties for the provision of services similar to the Services. The scheduling of time spent by Contractor in the provision of Services will be mutually agreed upon by the parties.
- B. Qualifications.** Contractor represents and warrants that Contractor holds all applicable licenses, certifications, and qualifications necessary to perform the Services. Upon request by District, Contractor shall provide to District documentation of all such skills, valid licenses, certifications, and qualifications for Contractor and all of Contractor's Agents providing Services under this Agreement. Contractor further represents and warrants that the performance of Contractor's obligations hereunder shall not constitute a breach of any duty, covenant, understanding, or agreement to which Contractor or any Agent is a party or by which Contractor or Contractor's Agent is bound, included but not limited to any contractual restrictions on Contractor's or Contractor's Agents' ability to compete with any former employer, or otherwise as contained in any noncompetition, non-solicitation, and/or confidentiality agreement.

2. Compensation, Term & Termination

- A. Compensation. As consideration for the Services provided by Contractor, District shall pay to Contractor compensation in an amount equal to two hundred fifty dollar (\$250) per each board meeting. This amount reflects fair market value rates arrived at through arm's length negotiations between the parties. Contractor shall submit invoices for payment approval to the District's Board Chair or Secretary within fourteen (14) days after the Services provided. Each invoice will itemize the board meeting date and a general description of services rendered during the board meeting. Based on written email approval by the Board Chair or Secretary, payments shall be made within thirty (30) days of District's receipt of an undisputed invoice from Contractor. If a portion of any invoice is disputed, District shall (i) pay the undisputed portion of the invoice, and (ii) notify Contractor of the disputed amount, the reasons for District's objection, and all supporting documentation, if any.
- C. Term. The initial term of this Agreement shall commence on the Effective Date and shall continue in full force and effect until December 15, 2026, unless earlier terminated pursuant to the terms of this Agreement. Thereafter, this Agreement may be extended only upon the written agreement of the parties. Contractor will initiate a discussion about terms for extension at least 60 days prior to expiration of the term.
- D. Termination. This Agreement may be terminated by written agreement entered into by the parties at any time, upon the terms and time stipulated herein. Either party may terminate this Agreement at any time without cause by giving the other party written notice of its intent to terminate at least thirty (30) days prior to the effective date of termination.

3. Indemnification

Contractor shall indemnify and hold District (including its directors, officers, employees, agents, representatives, successors, assigns and subcontractors) harmless against all actions, all losses, damages, costs and expenses including but not limited to attorney's fees, directly or indirectly caused by negligence, intentional or unintentional acts or acts of omission of Contractor and Contractor's Agents, except to the extent caused by the gross negligence or willful misconduct of District.

4. Compliance, Confidentiality, Standard of Care & Exclusion

- A. Compliance with Applicable Laws and Regulations. In the performance of this Agreement, each party shall comply, and shall ensure that its respective personnel comply, at all times, with all state and federal laws, regulations, court or administrative body decisions, and current legal agreements which bind or affect the party in any way. The parties believe and in good faith intend that this Agreement complies with all relevant federal and state laws and regulations, including, but not limited to, the Internal Revenue Code proscription against private inurement/benefit. Should either of the parties have a good faith belief that this Agreement creates a material risk of violating any such laws or regulations, the party shall give written notice to the other regarding such belief. The parties shall then make a good faith effort to reform the Agreement to comply with such laws or regulations. In the event a reformation of the Agreement is not possible, the Agreement shall terminate upon thirty (30) day from the date of said written notice.

- B. Confidentiality. “**Confidential Information**” includes all confidential or proprietary information regarding District’s or its affiliates’ operations, the terms of this Agreement, policies and procedures, financial information, contracting procedures, strategic, business and marketing plans, architectural plans and facility designs, and terms of any other agreements to which District is a party, and any similar nonpublic information that a reasonable person would understand to be confidential or is marked as such. Contractor and Contractor’s Agents, during the term of this Agreement and thereafter, will not, without the express written consent of District, directly or indirectly communicate or divulge, or use for Contractor’s own benefit or the benefit of any other person, firm, association or client, any of District’s or its affiliates’ Confidential Information, which were communicated to or otherwise learned by Contractor or Contractor’s Agents in the course of the relationship covered by this Agreement. Contractor may, however, disclose such Confidential Information to the extent that disclosure is required (a) in the course of the relationship with District, or (b) by a court or governmental agency of competent jurisdiction. As long as such matters remain Confidential Information, Contractor and Contractor’s Agents will not use such Confidential Information in a way or in any capacity other than as an independent contractor providing services for District and to further District’s interests.
- C. Standards. Contractor’s Services shall be performed by Contractor and Contractor’s Agents in accordance with industry standards. Contractor represents and warrants that all Services to be performed under this Agreement shall be performed in a professional, workmanlike manner. Contractor and Contractor’s employees, contractors, subcontractors, and agents (the “Agents”), while on-site at District’s facilities, shall abide by the rules, regulations, policies and procedures of District.
- D. Exclusion from Governmental Programs. Contractor represents and warrants that, as of Effective Date, neither Contractor nor any Contractor Agents providing Services under this Agreement has ever: (a) been excluded, debarred or suspended from any federal health care program (“**Governmental Programs**”) or are about to be excluded, debarred, suspended or otherwise determined to be, or identified as, ineligible to participate in any Governmental Programs (collectively, “**Exclusion**”); or (b) has been informed or notified, or become aware by any means or methods, that it is subject to any investigation or review regarding their participating in any Governmental Programs (“**Adverse Action**”); or (c) has otherwise engaged in conduct for which a person or entity can be so convicted, indicted or listed. No Services may be furnished to District by any individual that is subject to an Exclusion or an Adverse Action. Contractor agrees to notify District within one (1) business day of Contractor becoming aware of a potential or actual Exclusion or Adverse Action during the term of this Agreement. The listing of Contractor on the Office of Inspector General’s (“**OIG**”) exclusion list or OIG’s website for excluded individuals/entities shall constitute a breach of this Section. In the event that Contractor is subject to Exclusions or Adverse Action, Contractor shall immediately provide written notice of such event to District and this Agreement shall immediately terminate. If Contractor fails to promptly notify District of any Exclusions or Adverse Action, Contractor agrees to indemnify District for any sanctions, penalties, or fines as a result of Contractor’s failure to notify District of such Exclusion or Adverse Action.

5. Miscellaneous

- A. Multiyear Agreement Funding. Notwithstanding anything herein to the contrary, Contractor acknowledges that District is subject to the limitations set forth in Article 10 of the Colorado Constitution, and, as such, any financial obligation of the District in any future fiscal year is subject to adequate appropriations to satisfy the obligation. In the event that funds are not irrevocably appropriated for the performance of District's obligations under this Contract, then District may terminate the Contract without penalty (including any form of damages) upon thirty (30) days' notice to Contractor. In the event of a change in District's legal authority or legally mandated functions or responsibilities by state or federal legislative or regulatory action that adversely affects the District's authority to continue its obligations under this Contract, then this Contract shall automatically terminate without penalty to District upon written notice to Contractor of such limitation or change in District's legal authority.
- B. Security. Contractor will comply with all protective system procedures and other restrictive regulations of the District. Contractor will ensure that any means of access to the District provided to Contractor is used only by Contractor and used only when Contractor is providing the Services.
- C. HIPAA Compliance. The parties agree that Contractor is not a Business Associate of District as defined in the Health Insurance Portability and Accountability Act of 1996 and implementing privacy and security regulations ("**HIPAA**"). Contractor represents, warrants and covenants that, in the performance of Services under this Agreement, Contractor does not require and shall not request access to, nor attempt to access, any Protected Health Information of District or any of its affiliates. If Contractor becomes a Business Associate, it agrees to comply with all applicable provisions of HIPAA and agrees to sign District's then-current Business Associate Agreement Addendum. For purposes of this Section, Protected Health Information has the meaning set forth in 45 CFR §160.103.
- D. Access to Books and Records. Until four (4) years after the expiration of this Agreement, Contractor will make available, upon written request of the Secretary of the Department of Health and Human Services ("**HHS**") or the Comptroller General of the United States ("**Comptroller**") or their authorized representatives, access to this Agreement and the books, documents, records of Contractor and such other information as may be required by the Comptroller or Secretary of HHS to verify the nature and extent of the costs of the Services provided by Contractor. If Contractor carries out any of its duties under this Agreement through a subcontract involving a value of \$10,000 or more over a twelve (12) month period, Contractor will cause such subcontract to contain a provision similar to that set forth in this Section.
- E. Relationship of Parties.
- a. Independent Contractor. In performing Services under this Agreement, Contractor acts as an independent contractor and not as an employee of District. This Agreement is not intended to create a partnership, franchise, joint venture, agency or employment relationship. Neither party may bind the other party or

act in a manner which expresses or implies a relationship other than that of independent contractor. Contractor shall be solely and entirely responsible for its obligations, including the manner in which they are performed by Contractor or Contractor Agents pursuant to this Agreement. Neither Contractor nor any Contractor Agents shall be deemed to be an employee, agent, or servant of District because of the performance of any Services or work under this Agreement. Neither Contractor nor Contractor Agents will be eligible for any District-sponsored benefits, including, but not limited to, paid vacation, sick leave, medical insurance, employee stock purchase plans, bonuses, awards or 401k participation. Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by law. **PURSUANT TO THE WORKERS' COMPENSATION ACT OF COLORADO, § 8-40-202(2)(B)(IV), C.R.S., AS AMENDED, CONTRACTOR UNDERSTANDS THAT HE OR SHE IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS FROM DISTRICT. CONTRACTOR FURTHER UNDERSTANDS THAT HE OR SHE IS SOLELY OBLIGATED FOR THE PAYMENT OF FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED PURSUANT TO THIS AGREEMENT.**

- b. Contractor Agents. In addition to those duties referenced above, Contractor shall be responsible for the following with respect to each Contractor Agent: (i) recruitment and hiring; (ii) conducting background checks, (iii) ensuring satisfaction of all pre-placement screening requirements established by District are met, to the extent applicable and as determined in District's sole discretion (iv) confirming lawful employment eligibility in the United States; (v) determining and paying wages and benefits; (vi) withholding and reporting applicable taxes; (vii) performance management, discipline and termination; and (viii) any and all applicable recordkeeping requirements. Further, the safety and health of Contractor Agents brought on District's premises will be the sole responsibility of Contractor. Contractor will comply with all local, state, and federal environmental, health and safety requirements, including those relating to the use and handling of hazardous materials. Contractor will report all accidents, injury-inducing occurrences or property damage arising from the performance of Services. District will have the right to receive, at its request, copies of any reports filed with Contractor's insurer or others. Contractor Agents on District premises will comply with all District's rules, regulations, and policies. Except as otherwise noted herein, Contractor will be responsible for supplying all labor, tools, equipment, and materials necessary to provide the Services, including any licenses, bonds, permits, or other items required for Contractor to perform Services.

- F. Intellectual Property. Any intellectual property created by the Contractor or Contractor's Agents during the course of providing the Services under this Agreement shall be the sole property of District, and Contractor assigns all rights, title, and interest to District. Further, Contractor acknowledges that it has not acquired, and shall not acquire, any right, title, or interest in or to District Data, District Confidential

Information, or District intellectual property. No license, explicit, implicit or otherwise, to any intellectual property owned by District (or any of its affiliates) now or in the future is hereby granted to Contractor. "Data" means any and all data and Confidential Information, processed through, uploaded, or submitted by District to the Contractor or Contractor's IT systems, applications, and/or platforms. Contractor will not use District's name or trademark or market or promote its relationship with District without obtaining prior written consent from District.

G. Severability. In the event that any provision hereof is found invalid or unenforceable pursuant to judicial decree or decision, the remainder of this Agreement shall remain valid and enforceable according to its terms.

H. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to its conflict of law provisions

I. Notices. All notices, requests, demands, and other communications of any kind which either party may be required or desires to give or serve upon the other party, shall be made in writing and must be delivered by email and shall be deemed to have been given when delivered to:

If to Contractor: [insert Contractor's email]

If to District: Both the Board Chair and Secretary in place at the time of the notice.

J. Entire Agreement; Modification. This Agreement constitutes the entire agreement of the parties concerning the subject matter hereof and supersedes all previous representations, understandings and agreements of the parties, whether oral or written, concerning the same. This Agreement may only be modified, altered, amended, revised or extended by a written document signed by the parties hereto.

K. Assignment. Contractor shall not assign this Agreement or the rights hereunder, or delegate any duties hereunder, without the prior written consent of District. Any attempted assignment or delegation is a violation of this Section and shall be void.

L. Third Party Rights. The covenants, undertakings and agreements set forth in this Agreement are solely for the benefit of, and are enforceable only by, the parties hereto and their respective successors and permitted assigns. No person or entity, except the parties shall be beneficiaries of any kind of the terms of this Agreement.

M. Use of Name. Contractor shall not use District's name, trade/service marks, logos, physical likeness, owner symbol, image or any similar items for marketing, advertising or public relations purpose (including press releases) or any other purpose, without the District's prior written consent, in each instance. District's consent may be withheld in District's sole discretion.

N. Waiver of Breach. The waiver by any party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provisions hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date(s) written below.

CONTRACTOR

Signed: _____

Name: _____

Date: _____

PARK HOSPITAL DISTRICT

Signed: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT A

Duties and Services

Contractor will proactively carry out key functions related to Board meetings, ensuring transparency and accountability to the community.

ESSENTIAL DUTIES:

Board Meeting Support

- Arrive ahead of scheduled quarterly public board meeting and set up information technology equipment to a ready state to record and transmit the Park Hospital District Board meetings publicly.
- Attend all regular Board meetings as non-voting administrative support.
- Manage secure archival of meeting recordings and documents in compliance with the Colorado Open Records Act (“**CORA**”) and District policies.
- Direct public questions to board members that occur via online postings.
- Submit to board members upon completion of meeting, board attendance rosters.
- Maintain relationships with City of Estes Park IT officials to assist with equipment if equipment failure occurs.
- Other duties as assigned.

INDEPENDENT CONTRACTOR AGREEMENT
PARK HOSPITAL DISTRICT COORDINATOR

This **INDEPENDENT CONTRACTOR AGREEMENT** ("**Agreement**") is effective as of the date fully executed by the parties ("**Effective Date**"), by and between Park Hospital District ("**District**"), _____ ("**Contractor**").

WHEREAS, District desires to retain Contractor on a non-exclusive basis to provide independent administrative and operational support directly to the District Board of Directors on the terms and conditions contained herein; and

WHEREAS, Contractor desires to provide such services at the District in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, the parties hereto agree to the following:

1. Services & Qualifications

A. Services. During the term of this Agreement, Contractor shall provide services to District ("**Services**"), as set forth in Exhibit A, attached hereto and incorporated within this Agreement. Contractor shall notify District of any adverse event that occurs while Contractor is providing services hereunder. Contractor agrees to perform such Services, at all times, in strict accordance with currently approved and accepted methods and practices in Contractor and/or Contractor Agents' profession and in compliance with Contractor Authority and Approval Limits set forth in Exhibit B. The Contractor further agrees to provide Services in a professional, timely and competent manner, and to comply with any applicable directives, procedures and policies of District. The parties acknowledge that this Agreement is non-exclusive and that either party will be free, during and after the term of this Agreement, to engage or contract with third parties for the provision of services similar to the Services. The scheduling of time spent by Contractor in the provision of Services will be mutually agreed upon by the parties, but will initially not exceed 10 to 15 hours per week, absent express prior approval. Contractor may have the ability to choose its own hours but must comply with the hours agreed upon by attending the scheduled Services in a timely manner and completing necessary tasks to complete assignment.

B. Qualifications. Contractor represents and warrants that Contractor and Contractor's Agents hold all applicable licenses, certifications, and qualifications necessary to perform the Services. Upon request by District, Contractor shall provide to District documentation of all such skills, valid licenses, certifications, and qualifications for Contractor and all of Contractor's Agents providing Services under this Agreement. Contractor further represents and warrants that the performance of Contractor's obligations hereunder shall not constitute a breach of any duty, covenant, understanding, or agreement to which Contractor or any Agent is a party or by which Contractor or Contractor's Agent is bound, included but not limited to any contractual restrictions on Contractor's or Contractor's Agents' ability to compete with any former employer, or otherwise as contained in any noncompetition, non-solicitation, and/or confidentiality agreement.

2. Compensation, Term & Termination

- A. **Compensation.** As consideration for the Services provided by Contractor, District shall pay to Contractor compensation in an amount equal to fifty (\$50.00) per hour. This amount reflects fair market value rates arrived at through arm's length negotiations between the parties. Contractor shall submit invoices for payment approval monthly to District's Board Chair or Secretary within fourteen (14) days after the end of the month for Services provided during the prior month. Each invoice will itemize the number of hours and days Services were provided during the prior month. Based on written email approval by the Board Chair or Secretary, payments shall be made on a monthly basis within thirty (30) days of District's receipt of an undisputed invoice from Contractor. If a portion of any invoice is disputed, District shall (i) pay the undisputed portion of the invoice, and (ii) notify Contractor of the disputed amount, the reasons for District's objection, and all supporting documentation, if any.
- C. **Term.** The initial term of this Agreement shall commence on the Effective Date and shall continue in full force and effect until November 1, 2026, unless earlier terminated pursuant to the terms of this Agreement. Thereafter, this Agreement may be extended only upon the written agreement of the parties. Contractor will initiate a discussion about terms for extension at least 60 days prior to expiration of the term.
- D. **Termination.** This Agreement may be terminated by written agreement entered into by the parties at any time, upon the terms and time stipulated herein. Either party may terminate this Agreement at any time without cause by giving the other party written notice of its intent to terminate at least thirty (30) days prior to the effective date of termination.

3. Indemnification

Contractor shall indemnify and hold District (including its directors, officers, employees, agents, representatives, successors, assigns and subcontractors) harmless against all actions, all losses, damages, costs and expenses including but not limited to attorney's fees, directly or indirectly caused by negligence, intentional or unintentional acts or acts of omission of Contractor and Contractor's Agents, except to the extent caused by the gross negligence or willful misconduct of District.

4. Compliance, Confidentiality, Standard of Care & Exclusion

- A. **Compliance with Applicable Laws and Regulations.** In the performance of this Agreement, each party shall comply, and shall ensure that its respective personnel comply, at all times, with all state and federal laws, regulations, court or administrative body decisions, and current legal agreements which bind or affect the party in any way. The parties believe and in good faith intend that this Agreement complies with all relevant federal and state laws and regulations, including, but not limited to, the Internal Revenue Code proscription against private inurement/benefit. Should either of the parties have a good faith belief that this Agreement creates a material risk of violating any such laws or regulations, the party shall give written notice to the other regarding such belief. The parties shall then make a good faith effort to reform the Agreement to comply with such laws or regulations. In the

event a reformation of the Agreement is not possible, the Agreement shall terminate upon thirty (30) day from the date of said written notice.

- B. Confidentiality. “**Confidential Information**” includes all confidential or proprietary information regarding District’s or its affiliates’ operations, the terms of this Agreement, policies and procedures, financial information, contracting procedures, strategic, business and marketing plans, architectural plans and facility designs, and terms of any other agreements to which District is a party, and any similar nonpublic information that a reasonable person would understand to be confidential or is marked as such. Contractor and Contractor’s Agents, during the term of this Agreement and thereafter, will not, without the express written consent of District, directly or indirectly communicate or divulge, or use for Contractor’s own benefit or the benefit of any other person, firm, association or client, any of District’s or its affiliates’ Confidential Information, which were communicated to or otherwise learned by Contractor or Contractor’s Agents in the course of the relationship covered by this Agreement. Contractor may, however, disclose such Confidential Information to the extent that disclosure is required (a) in the course of the relationship with District, or (b) by a court or governmental agency of competent jurisdiction. As long as such matters remain Confidential Information, Contractor and Contractor’s Agents will not use such Confidential Information in a way or in any capacity other than as an independent contractor providing services for District and to further District’s interests.
- C. Standards. Contractor’s Services shall be performed by Contractor and Contractor’s Agents in accordance with industry standards. Contractor represents and warrants that all Services to be performed under this Agreement shall be performed in a professional, workmanlike manner. Contractor and Contractor’s employees, contractors, subcontractors, and agents (the “Agents”), while on-site at District’s facilities, shall abide by the rules, regulations, policies and procedures of District.
- D. Exclusion from Governmental Programs. Contractor represents and warrants that, as of Effective Date, neither Contractor nor any Contractor Agents providing Services under this Agreement has ever: (a) been excluded, debarred or suspended from any federal health care program (“**Governmental Programs**”) or are about to be excluded, debarred, suspended or otherwise determined to be, or identified as, ineligible to participate in any Governmental Programs (collectively, “**Exclusion**”); or (b) has been informed or notified, or become aware by any means or methods, that it is subject to any investigation or review regarding their participating in any Governmental Programs (“**Adverse Action**”); or (c) has otherwise engaged in conduct for which a person or entity can be so convicted, indicted or listed. No Services may be furnished to District by any individual that is subject to an Exclusion or an Adverse Action. Contractor agrees to notify District within one (1) business day of Contractor becoming aware of a potential or actual Exclusion or Adverse Action during the term of this Agreement. The listing of Contractor on the Office of Inspector General’s (“**OIG**”) exclusion list or OIG’s website for excluded individuals/entities shall constitute a breach of this Section. In the event that Contractor is subject to Exclusions or Adverse Action, Contractor shall immediately provide written notice of such event to District and this Agreement shall immediately terminate. If Contractor fails to promptly notify District of any Exclusions or Adverse Action, Contractor agrees to indemnify District for any

sanctions, penalties, or fines as a result of Contractor's failure to notify District of such Exclusion or Adverse Action.

5. Miscellaneous

- A. Multiyear Agreement Funding. Notwithstanding anything herein to the contrary, Contractor acknowledges that District is subject to the limitations set forth in Article 10 of the Colorado Constitution, and, as such, any financial obligation of the District in any future fiscal year is subject to adequate appropriations to satisfy the obligation. In the event that funds are not irrevocably appropriated for the performance of District's obligations under this Contract, then District may terminate the Contract without penalty (including any form of damages) upon thirty (30) days' notice to Contractor. In the event of a change in District's legal authority or legally mandated functions or responsibilities by state or federal legislative or regulatory action that adversely affects the District's authority to continue its obligations under this Contract, then this Contract shall automatically terminate without penalty to District upon written notice to Contractor of such limitation or change in District's legal authority.
- B. Security. Contractor will comply with all protective system procedures and other restrictive regulations of the District. Contractor will ensure that any means of access to the District provided to Contractor is used only by Contractor and used only when Contractor is providing the Services.
- C. HIPAA Compliance. The parties agree that Contractor is not a Business Associate of District as defined in the Health Insurance Portability and Accountability Act of 1996 and implementing privacy and security regulations ("**HIPAA**"). Contractor represents, warrants and covenants that, in the performance of Services under this Agreement, Contractor does not require and shall not request access to, nor attempt to access, any Protected Health Information of District or any of its affiliates. If Contractor becomes a Business Associate, it agrees to comply with all applicable provisions of HIPAA and agrees to sign District's then-current Business Associate Agreement Addendum. For purposes of this Section, Protected Health Information has the meaning set forth in 45 CFR §160.103.
- D. Access to Books and Records. Until four (4) years after the expiration of this Agreement, Contractor will make available, upon written request of the Secretary of the Department of Health and Human Services ("**HHS**") or the Comptroller General of the United States ("**Comptroller**") or their authorized representatives, access to this Agreement and the books, documents, records of Contractor and such other information as may be required by the Comptroller or Secretary of HHS to verify the nature and extent of the costs of the Services provided by Contractor. If Contractor carries out any of its duties under this Agreement through a subcontract involving a value of \$10,000 or more over a twelve (12) month period, Contractor will cause such subcontract to contain a provision similar to that set forth in this Section.
- E. Relationship of Parties.

- a. Independent Contractor. In performing Services under this Agreement, Contractor acts as an independent contractor and not as an employee of District. This Agreement is not intended to create a partnership, franchise, joint venture, agency or employment relationship. Neither party may bind the other party or act in a manner which expresses or implies a relationship other than that of independent contractor. Contractor shall be solely and entirely responsible for its obligations, including the manner in which they are performed by Contractor or Contractor Agents pursuant to this Agreement. Neither Contractor nor any Contractor Agents shall be deemed to be an employee, agent, or servant of District because of the performance of any Services or work under this Agreement. Neither Contractor nor Contractor Agents will be eligible for any District-sponsored benefits, including, but not limited to, paid vacation, sick leave, medical insurance, employee stock purchase plans, bonuses, awards or 401k participation. Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by law. **PURSUANT TO THE WORKERS' COMPENSATION ACT OF COLORADO, § 8-40-202(2)(B)(IV), C.R.S., AS AMENDED, CONTRACTOR UNDERSTANDS THAT HE OR SHE IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS FROM DISTRICT. CONTRACTOR FURTHER UNDERSTANDS THAT HE OR SHE IS SOLELY OBLIGATED FOR THE PAYMENT OF FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED PURSUANT TO THIS AGREEMENT.**
- b. Contractor Agents. In addition to those duties referenced above, Contractor shall be responsible for the following with respect to each Contractor Agent: (i) recruitment and hiring; (ii) conducting background checks, (iii) ensuring satisfaction of all pre-placement screening requirements established by District are met, to the extent applicable and as determined in District's sole discretion (iv) confirming lawful employment eligibility in the United States; (v) determining and paying wages and benefits; (vi) withholding and reporting applicable taxes; (vii) performance management, discipline and termination; and (viii) any and all applicable recordkeeping requirements. Further, the safety and health of Contractor Agents brought on District's premises will be the sole responsibility of Contractor. Contractor will comply with all local, state, and federal environmental, health and safety requirements, including those relating to the use and handling of hazardous materials. Contractor will report all accidents, injury-inducing occurrences or property damage arising from the performance of Services. District will have the right to receive, at its request, copies of any reports filed with Contractor's insurer or others. Contractor Agents on District premises will comply with all District's rules, regulations, and policies. Except as otherwise noted herein, Contractor will be responsible for supplying all labor, tools, equipment, and materials necessary to provide the Services, including any licenses, bonds, permits, or other items required for Contractor to perform Services.

F. Intellectual Property. Any intellectual property created by the Contractor or Contractor's Agents during the course of providing the Services under this Agreement shall be the sole property of District, and Contractor assigns all rights, title, and interest to District. Further, Contractor acknowledges that it has not acquired, and shall not acquire, any right, title, or interest in or to District Data, District Confidential Information, or District intellectual property. No license, explicit, implicit or otherwise, to any intellectual property owned by District (or any of its affiliates) now or in the future is hereby granted to Contractor. "Data" means any and all data and Confidential Information, processed through, uploaded, or submitted by District to the Contractor or Contractor's IT systems, applications, and/or platforms. Contractor will not use District's name or trademark or market or promote its relationship with District without obtaining prior written consent from District.

G. Severability. In the event that any provision hereof is found invalid or unenforceable pursuant to judicial decree or decision, the remainder of this Agreement shall remain valid and enforceable according to its terms.

H. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to its conflict of law provisions

I. Notices. All notices, requests, demands, and other communications of any kind which either party may be required or desires to give or serve upon the other party, shall be made in writing and must be delivered by email and shall be deemed to have been given when delivered to:

If to Contractor: [insert Contractor's email]

If to District: Both the Board Chair and Secretary in place at the time of the notice.

J. Entire Agreement; Modification. This Agreement constitutes the entire agreement of the parties concerning the subject matter hereof and supersedes all previous representations, understandings and agreements of the parties, whether oral or written, concerning the same. This Agreement may only be modified, altered, amended, revised or extended by a written document signed by the parties hereto.

K. Assignment. Contractor shall not assign this Agreement or the rights hereunder, or delegate any duties hereunder, without the prior written consent of District. Any attempted assignment or delegation is a violation of this Section and shall be void.

L. Third Party Rights. The covenants, undertakings and agreements set forth in this Agreement are solely for the benefit of, and are enforceable only by, the parties hereto and their respective successors and permitted assigns. No person or entity, except the parties shall be beneficiaries of any kind of the terms of this Agreement.

M. Use of Name. Contractor shall not use District's name, trade/service marks, logos, physical likeness, owner symbol, image or any similar items for marketing, advertising or public relations purpose (including press releases) or any other purpose, without the District's prior written consent, in each instance. District's consent may be withheld in District's sole discretion.

N. Waiver of Breach. The waiver by any party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provisions hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date(s) written below.

CONTRACTOR

PARK HOSPITAL DISTRICT

Signed: _____

Signed: _____

Name: _____

Printed Name: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

Duties and Services

Contractor will proactively carry out key functions related to Board meetings, public records, and regulatory filings, ensuring transparency and accountability to the community.

ESSENTIAL DUTIES:

Board Records and Meeting Support

- Maintain accurate, organized files of Board minutes, resolutions, correspondence, and public documents.
- Prepare and distribute meeting packets, agendas, and official Board communications.
- Attend all regular Board meetings as non-voting administrative support, taking detailed minutes and ensuring official documentation.
- Manage secure archival of meeting recordings and documents in compliance with the Colorado Open Records Act (“**CORA**”) and District policies.
- Maintain adequate records of all expenditures, contracts, and approvals, and make such records available to the Board or its auditors upon request.

Public Posting and Website Management

- Post meeting notices, agendas, minutes, and updates to the District’s website in a timely and accurate manner.
- Maintain a current calendar of Board meetings and key public events.
- Upload public-facing materials, including notifications and budget information, to promote transparency

Communication and Records Requests

- Answer incoming calls and route inquiries professionally and appropriately.
- Inform the Board of incoming CORA requests and process them in accordance with policy and legal standards.

Board Coordination and Compliance Support

- Independently schedule Board meetings, annual audits, and compliance-related activities under the Board’s direction.
- Assist with preparation and submission of the annual budget to the Colorado Department of Local Affairs (DOLA).
- Prepare mill levy certification documents and support election-related processes.
- Track and maintain documentation and deadlines for compliance reporting and statutory filings.

Financial Administration Support

- Organize and maintain records of invoices, track revenue and expenditures.
- Assist with basic accounting tasks; familiarity with systems such as QuickBooks and CORE is expected.

Other Duties

- Participate in committees as assigned.
- Perform in accordance with all local, state, and federal laws and regulatory agency standards.
- Perform in accordance with Park Hospital District's vision, mission, and goals.
- All other duties as assigned.



Professional Corporation
999 17th Street, Suite 800
Denver, Colorado 80202
www.hallrender.com

MARK L. SABEY
Direct Dial: 303.801.3538
Email: marksabey@hallrender.com

November 10, 2025

VIA EMAIL [REDACTED]

Park Hospital District
1230 Big Thompson Avenue
Estes Park, CO 80517

Re: Engagement for Legal Services

Dear Cory:

Thank you for selecting Hall Render to represent Park Hospital District (“You”). The purpose of this Engagement Letter Agreement (“**Agreement**”) is to ensure that we have a clear understanding of our working relationship. Please feel free to contact me if You have any concerns.

Scope of Engagement

We will represent You as outside general counsel on legal matters and questions that arise (“Services”). I will have primary responsibility as initial point of contact, but will use other Hall Render attorneys and paraprofessionals when that is appropriate and cost effective. We will keep You informed of our progress on assigned work. You agree to keep us informed of any changes or developments that could affect that work.

Fees and Billing

The fees and costs for the Services are not entirely predictable. You agree to compensate us for services based on the time devoted to the Services at the hourly rates charged by members of Hall Render. The hourly rates of the attorneys who will work on this Matter will be billed at the rate of \$350.00 per hour for associates and \$495.00 per hour for partners. Our paraprofessional rates in the Denver office will be billed at \$160.00 per hour. Once this Agreement is signed by You, these rates will be effective as of December 1, 2025 as you begin operating under the New Service Plan. These rates will change on October 1st of each year. Our rates will be identified on each invoice. In engaging us, You agree to the current rates and any annual increase in those rates.

We will bill You for support services, such as photocopy and facsimile, messenger, and delivery service, online research, travel, word processing, court costs, and search and filing fees. We currently charge \$.20 per page for photocopies, and faxes are billed at \$1.00 per page.

Hall Render invoices are normally sent to You each month and reflect the services and expenses incurred the month before. Payment is due promptly upon receipt. We will assess a late

6.6.1

Park Hospital District
November 18, 2025
Page 2

charge of 1% per month on any outstanding balance older than 30 days. In addition, subject to our rules of professional responsibility, we may also cease performing services for You until satisfactory arrangements have been made for payments of amounts outstanding in excess of 60 days and the payment of future amounts.

Please confirm Your approval of this Agreement, including the Additional Terms and Conditions governing our engagement set forth in Attachment A, by returning a signed copy. If You have any questions, or if this Agreement does not accurately set forth our arrangement, then please let me know.

We look forward to working with You on this Matter.

Sincerely,

HALL, RENDER, KILLIAN, HEATH & LYMAN, P.C.



Mark L. Sabey

AGREED AND ACCEPTED:

PARK HOSPITAL DISTRICT

By: _____
(Authorized Signature)

Printed Name: _____

Title: _____

Date: _____

6.6.2

ATTACHMENT A
ADDITIONAL TERMS AND CONDITIONS
TO ENGAGEMENT LETTER AGREEMENT

1. Conflicts of Interest

We have determined that there is no present conflict of interest that prevents us from working on the Matter. Still, as a large law firm, there may be times You ask us to represent You in a matter that involves another existing or new client of Hall Render. Also, Hall Render may be asked during our representation of You to represent another existing or new client in a matter that involves You. In either instance, if the other client's interests and Your interests in the matter are directly adverse, then Hall Render may not handle the matter without Your consent and the consent of the other client(s).

The Rules of Professional Conduct governing lawyers generally prohibit a lawyer or law firm from representing one client in a matter directly adverse to another client unless the affected clients provide informed consent confirmed in writing. Along with the terms of this Agreement, this letter explains how Hall Render will resolve future conflicts issues so that You can decide whether to be represented by Hall Render in this engagement. In other words, the purpose of these Terms and Conditions is to seek a waiver of future conflicts but to do so subject to the conditions and limitations noted herein. Hall Render seeks a waiver only for work that is entirely factually and legally unrelated to our Engagement with You. Thus, Hall Render requests no waiver that would allow it at any time to:

- attack the work that Hall Render performs for You under this engagement;

- disclose or use adversely to You any of your confidential or nonpublic information; or
- to allow lawyers who work for You simultaneously to work adversely to You.

Outside these limitations, if the other client's interests and Your interests in the matter are not directly adverse, then you consent to Hall Render's representation of the other client. This may include representation of other clients in negotiations, business transactions, litigation, alternative dispute resolution, administrative proceedings, discovery disputes, or other legal matters even if those matters are adverse to you. The goal of this is to preserve our ability to represent You, and we include such an agreement in similar engagement letters with many of our other clients.

You should consider that your consent authorizes Hall Render to represent other parties or entities adversely to you in other matters, transactions, or disputes unrelated to the engagement under this Agreement.

Although You may revoke this waiver for future matters at any time, that revocation will not affect any legal work undertaken by Hall Render before receipt of notice of the revocation. In addition, and to the extent permitted by the applicable rules of professional conduct, You must consent to Hall Render's withdrawal from Your matters if withdrawal is necessary for Hall Render to keep representing other clients. If Hall Render does withdraw from a matter, however, we will help You transfer the matter to other counsel of Your choice and will not bill You

for legal fees, expenses, or other charges arising from the need to assist successor counsel with the transition.

Hall Render's representation does not extend to Your affiliates unless specifically identified by name in this Agreement. For any affiliates specifically named, Hall Render may represent other clients in matters that are directly adverse to those affiliates. If You request and Hall Render agrees to represent an affiliate, then You agree that the affiliate is bound by the terms set forth in this Agreement.

2. Fees

Our fees will be based mainly on the time worked by lawyers, paralegals, and certain others. Each lawyer in our Firm has an hourly billing rate, and the rate multiplied by the number of hours spent on a matter is the initial basis for determining our fee. We may, however, adjust the charge downward or upward based on other factors such as the novelty or complexity of the issues and problems encountered, the extent of the responsibility involved, the results achieved, the efficiency of our work, the customary fees for similar legal services, and other factors that will enable us to arrive at a fair fee under the circumstances.

In our experience, representation, engagements can often require the use of outside vendors including FMV consultants, eDiscovery vendors, and other outside experts. Our representation of You is conditional upon your agreement to allow Hall Render to engage these vendors—with your consent—when they are required. Whether we agree to engage the vendor directly with Hall Render or directly with You, You agree that all costs and fees associated with the engagement of any third party will be Your responsibility. Such costs and fees will be payable upon invoicing under this Agreement,

if the arrangement is through Hall Render or through the terms of a separate and direct agreement between You and the third party when appropriate. At times, Hall Render may recommend the use of experts with which it has an ownership relationship, such as Hall Render Advisory Services and NTRACTS but You retain the right to refuse the use of such a vendor, revoke previous consent to the use of such a vendor, and to require the use of another, unrelated vendor.

If access to any of the materials in our possession relating to this engagement, or any other work performed by us for You, is sought by a third party; or if we are requested or compelled to testify as a witness in any legal proceeding related to our work for You, by subpoena or otherwise; or if for any reason we are made a party to any litigation related to our work for You, then we will promptly notify You of such action. After notification, we will either tender to You our defense responding to such request, and cooperate with You on our response thereto or, at our discretion, retain counsel for our defense. You also agree to compensate us at our standard billing rates for our professional fees and expenses, and agree to pay the reasonable attorneys' fees incurred by us in our response to such action.

3. Files and Records

At the end of the Matter, we will maintain the confidentiality of any of Your information provided us in accordance with applicable rules of professional conduct. Hall Render has internal policies that determine the retention period for closed representation files, which includes all electronic or hard copy records related to the Matter. Thus, we will retain the files pertaining to the Matter, including material prepared by or for the internal use of our attorneys, for a minimum period of six years after the Matter ended.

Unless You request return of this file material before the expiration of the retention period, Hall Render reserves the right to destroy it at the end of the defined retention period without further notice to You.

4. Communication

We often send our clients information about Hall Render or legal matters we think might interest them. You agree that we may send You this material, either by electronic mail or other means. You also agree that we may communicate with You about this Matter by electronic mail on an unencrypted basis.

Either at the beginning or during representation, we might express opinions or beliefs about the Matter and the results that might be anticipated. Any such statement made by us is an expression of opinion only and is not a promise or guarantee of results.

Changes in law or circumstances that could impact You may occur during or after representation. We may inform You of these changes from time to time but such communications do not create a new attorney-client relationship once the engagement has terminated.

You agree that Hall Render may list You on publicly disclosed lists and other materials as clients that Hall Render represents. In doing so, we will not identify work we provided to you without your consent.

5. Joint Representation

If Hall Render's representation of You in a matter involves joint representation with other parties, unique rules will apply to that representation due to attorneys' ethical requirements under certain Rules of Professional Conduct. Joint representations are those that involve representing multiple

parties in the same matter and the Rules of Professional Conduct therefore treat You and the other parties as joint clients for purposes of the attorney-client privilege. Thus, all information that You communicate to us is privileged from disclosure only as to third parties. This information is not privileged among the parties as joint clients.

In the context of joint representation, each client is privy to the facts and information gained by any one client in pursuit of the common goal or defense. Information that You communicate to us will be available to all other clients, as necessary for us to adequately defend both of Your interests. By waiving any conflicts that may arise out of our joint representation, You also waive the ability to assert the attorney-client privilege against each other for confidential communications related to your common defense. If at any point one individual determines that material information must be kept confidential from the other represented individuals, this will create a conflict of interest and require our immediate withdrawal as outlined in section 1 above.

5.1 Conflicts Related to Joint Representation

In any instance in which Hall Render represents several parties in the same action, it is our practice in compliance with the Rules of Professional Conduct to obtain consent in writing to the joint representation and the waiver of any conflict of interest that presented as a result of that joint representation.

Thus, if during Hall Render's representation of you we engage in a joint representation and if at any time an individual's interests become adverse to another individual's interests, Hall Render will need to withdraw representation from all individuals. While we do not believe such a

conflict is likely to arise, if it does, it is important that we inform You of our obligation to withdraw immediately. As outlined above, if we must withdraw from this Matter, we will assist in such a transition at no charge.

6. **Governmental Program Participation**

Hall Render represents and warrants that neither it nor any of its employees have been excluded from participation, and are not otherwise ineligible to participate in a "Federal Health Care Program" as defined in 42 U.S.C. § 1320a-7b(f) or in any other government payment program. If Hall Render or Hall Render's employees should be excluded from participation, or become otherwise ineligible to participate in any such program during the term of this engagement letter, Hall Render will immediately notify You of the event.

7. **Termination of Representation**

You may terminate this Agreement at any time for any reason by written notice. Hall Render may terminate this Agreement and withdraw from any representation of You for failure to assist us in our representation, for noncompliance with this Agreement or for any other reason permitted under the applicable rules of professional conduct. This includes the right for Hall Render to terminate this Agreement at its own discretion if at any time You:

- Fail to make required payments within 30 days after billing;
- Misrepresented, refused or failed to disclose material facts;
- Discovery of a conflict with another client of Hall Render with You;

- A dispute between You and Hall Render that cannot be resolved in a good faith and amicable way; or
- Any other reason as deemed appropriate by Hall Render and permitted under the applicable rules of professional conduct.

If we terminate the engagement, then Hall Render will take all reasonable steps to protect Your interests in the Matter and, upon request from You, will suggest possible new counsel. If You request, then Hall Render will provide new counsel with any papers You have given us.

Unless previously terminated, our representation of You in the Matter will end on the last date of services in the last invoice for a matter, or 60 days after final work product on a component of a matter has been delivered. After the Matter ends, there might be changes in laws or regulations that might affect Your future rights and liabilities, but Hall Render does not have an obligation to continue to advise You about future legal developments, unless You engage us to do so.

Our engagement will terminate upon the earlier of either party terminating the relationship by written notice, or the passage of one year since Hall Render last provided services.

8. **Mandatory Arbitration**

Unless prohibited by law, any dispute (a "Dispute") arising out of or relating to this Agreement or the subject matter of it, or any breach of this Agreement, including any dispute about the scope of this clause, will be resolved through arbitration administered by the American Health Law Association Dispute Resolution Service and conducted under the AHLA Rules of Procedure for Arbitration. Judgment on the award may be

entered and enforced in any court having jurisdiction.

**8.1. Jurisdiction-Specific
Modifications for Binding
Adjudication**

The above arbitration procedures will be required in all jurisdictions unless state law or state Rules of Professional Conduct require a different process for binding, out-of-court adjudication. If the law controlling this Agreement requires such modifications, then the Parties agree and consent to following such modifications to resolve any disputes about this Agreement—including fee disputes, legal malpractice claims, or both.

8.2. Arbitration Procedures

Whether conducted under the AHLA Rules of Procedure for Arbitration or other binding rules required by law in controlling jurisdiction (the Rules), Arbitration must be held in the county in which You reside or the county in which the Dispute arose, before an arbitrator selected under the Rules who will have no personal or pecuniary interest, either directly or indirectly, from any business or family relationship with either of the parties. All decisions of the arbitrator will be final, binding, and conclusive on the parties.

The parties agree to equally share the costs of the arbitrator and the arbitration fee (if any). Each party will bear that party's own attorneys' fees and costs, and the prevailing party will not be entitled to reimbursement by the other party of any of its fees or costs incurred in connection with the arbitration under this Agreement, regardless of any rule to the contrary in the applicable arbitration rules. Either party may seek enforcement of the arbitration award in the state or federal court of proper jurisdiction, and each party consents to the exclusive jurisdiction and

venue of said courts in any claim or action arising under or otherwise in connection with this Agreement.

8.3. Informed Consent

It is important that You understand the advantages and disadvantages to mandatory arbitration. Agreeing to Mandatory Arbitration waives your right to a jury trial, limits appeal rights, and, in some cases the broad discovery otherwise allowed by litigation—including if You are dissatisfied with the arbitrator's judgment. Arbitration can also include upfront costs unlike traditional litigation and may be confidential. Yet Arbitration can provide parties a more streamlined resolution process that can prove less costly than protracted litigation and can allow the Parties to maintain confidentiality on the outcome. Nothing in this Mandatory Arbitration provision limits the liability or types of claims which would otherwise be available to either party under applicable law.

By signing this Agreement containing this Mandatory Arbitration provision, You agree to submit any Disputes to arbitration as outlined above and thus waive any and all rights to a jury trial for any Dispute and to resolve any issues related to this Agreement—including fee disputes, legal malpractice claims, or both—through mandatory arbitration. You also agree that you have had the opportunity to consult with independent counsel regarding this Agreement prior to execution.

9. Severability

If any part of this Agreement is held to be unenforceable or inapplicable in a court of law, such provision will be severed and the remainder of the Agreement will remain in full force and effect.

Park Hospital District

www.parkhospitaldistrict.org

1230 Big Thompson Avenue Box #112

Estes Park, CO 80517

(970) 982-0212

info@parkhospitaldistrict.org