



October 11, 2016

Mark Gregson
Chief Executive Officer
Estes Park Medical Group
PO Box 2740
Estes Park, CO 80517

Dear Mr. Gregson:

Thank you for the opportunity to work with you and your physician practice. This letter sets forth an understanding of the terms and objectives of our engagement to assist you in the management of the practice. The scope and nature of the services to be provided are as follows:

1. Initial Assessment: Week One and Two:

We will assist you and your management team with:

- Determining the key projects that need to be addressed and the priority of each,
- Developing a timeline for the completion of the identified projects,
- Identifying any assistance needed in managing the ongoing operations of the employed physician practices,
- Review patient flow by observation and interviews with physicians and staff, and
- Developing a list of resources necessary for us to complete the projects.

2. Administrative Services: Ongoing for up to ninety days

We will meet with you and your management teams on a regular basis to discuss:

- The status of the key projects identified above,
- New projects and related timelines,
- The operational results of the practices including monthly production and collections,
- Practice financial statements prepared by your organization, and
- The development and implementation of sound business office policies within the practice.

3. Onsite Presence

During the initial two weeks of this engagement, we will provide 30 hours of Senior Consultant services and 30 hours of Consultant services in the your offices. We will plan to be available Monday and Tuesday 7:30AM through 7:00PM and Wednesday 7:30AM to 2:30PM (Mountain Time).

During the remainder of the engagement, a Consultant will be onsite in the clinic offices 25 hours per week (generally 8AM – 6PM Monday and Tuesday and Wednesday 8AM – 1PM). The Consultant will also be available to the managers and physicians on an as needed basis by phone and via email during regular business hours on other days. A Senior Consultant will be available by phone to assist the Associate as needed.

We will communicate with you and your management teams should we need to modify our planned schedules.

4. Special Projects

Other projects outside the scope of the Administrative Services may be performed with your prior consent as to the scope and nature of the project and the related fees.

5. Written Report

Written reports will be prepared as needed in connection with this engagement. We will meet with you to periodically discuss the progress being made on the above services. We will also be available by phone to answer your questions as they arise.

6. Fees

Our standard hourly fees are \$250 per hour for Senior Consultants, \$175 per hour for Consultants and \$65 for administrative personnel. After the initial two week assessment, we will provide you with a courtesy discount of 10% off our standard rates.

We will invoice you on the 1st and 15th of each month. All invoices will be due upon receipt. Expenses will be billed as incurred.

Should unforeseen circumstances arise which significantly impact this fee estimate, you will be advised in writing.

7. Limitation On Scope of Services

These services are not designed, and should not be relied upon, as a substitute for your own sound business judgment. These services are meant to supplement your own ideas and to assist in achieving your reasonable management objectives.

8. Cooperation

A successful engagement requires the complete cooperation of you and your staff. Your cooperation and availability will also impact the fees incurred.

9. Term of Services

This engagement may be terminated by either party with thirty days prior written notice. All fees incurred prior to the effective date of termination will be due and payable.

10. Confidentiality

We agree not to disclose any confidential information to any party other than to representatives of Management Directions, Inc., and to advisors of your practice except as may be required by law or court order. "Confidential information" as used in this agreement shall include any and all written and verbal information provided to Management Directions, Inc. in connection with this engagement except information which:

- is made freely available to Management Directions, Inc. or is published or otherwise made available to the public through sources entitled to disclose the same, or

- is or becomes known to the public through no fault of Management Directions, Inc.

11. Indemnity

You agree to indemnify us for any claims, damages, liabilities, losses or expenses, including, without limitation, attorneys' fees, arising from or relating to any suit brought against us while we are performing our duties in accordance with your instructions. This indemnity will not cover any material breach of this agreement by us or any act or omission by our representatives that constitutes negligence, gross negligence, intentional misconduct, or a knowing violation of the law. This indemnity agreement shall survive the termination of our services.

12. Business Associates Agreement

Both parties agree to be bound by the terms and conditions of the Business Associates Agreement attached hereto.


If this letter correctly sets forth your understanding of the terms and objectives of the engagement, please so indicate by signing in the space provided below and returning a copy to me.

Sincerely,

Richard Spires

Richard Spires
President

The above letter sets forth my understanding of the terms and scope of the practice management engagement. We agree to pay the fees and expenses as noted above.

Signed 
Mark Gregson
Chief Executive Officer

Date 10/20/16