

November 21, 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. We will complete the initial assessment of our engagement on 11/22/2016. This letter sets forth an understanding of the terms and objectives of our engagement to assist you in the management of the practice for the period November 28, 2016 through January 16, 2017. The scope and nature of the services to be provided are as follows:

1. Administrative Services: November 28, 2016 through January 16, 2017

We will generally be onsite two and a half days per week (Monday – Wednesday AM). Our last scheduled day in your facility would be January 11, 2017. We will keep you informed should our schedule need to change. Holidays may dictate schedule modifications and we anticipate that we will work remotely the week of 12/26 -12/30. We will attempt to accommodate specific requests from you for schedule changes. We will also be available by phone during regular business hours.

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

- The development and implementation of the projects/policy changes noted in our initial assessment.
- The status of the key projects including the Medicare Quality Payment Program (MIPS track),
- Development and implementation of reporting packages for the employed physician members,
- Analysis of the medical practice financial statements prepared by your finance team, and
- General assistance to your administrative team related to the medical practice.

These administrative services may be extended my mutual consent.

2. 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.

3. Written Report

Written reports will be generated as needed in connection with this engagement. We will meet with you to periodically discuss the progress being made on the above services.

4. Fees

Our standard hourly fees are \$250 per hour for Senior Consultants, \$175 per hour for Consultants and \$65 for administrative personnel less a courtesy discount of 10%. We agree to cap our fees (excluding expenses) from our initial assessment and these administrative services to no more than \$36,000. Should unforeseen circumstances arise which significantly impact this fee estimate, you will be advised in writing before we undertake any services that would cause us to exceed the agreed cap.

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.

5. 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.

6. Cooperation

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

7. 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.

8. 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.

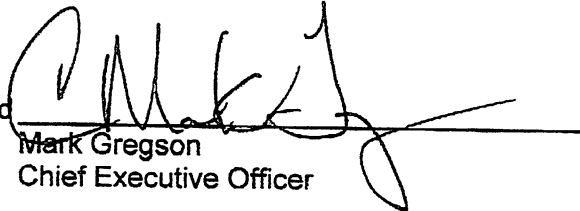
Sincerely,



Richard Spires
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 11/22/16