

Draft Agenda

Estes Park Health Board of Directors' Regular Meeting by GoToWebinar and In-Person

Monday, August 21, 2023

5:30 - 7:30 pm Board Meeting

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

Regular Session				Mins.	Procedure	Presenter(s)
1	Call to Order and Welcome			1	Action	Dr David Batey
2	Approval of the Agenda			1	Action	EPH Board of Directors
3	Appreciation of Service: Lesta Johnson			10	Action	All
4	Public Comments on Items Not on the Agenda			3	Information	Public
5	General Board Member Comments			3	Information	EPH Board of Directors
6	Consent Agenda Items Acceptance:			2	Action	EPH Board of Directors
	6.1	Board Minutes				
	6.1.1	EPH Board Regular Meeting Minutes July 17, 2023				
	6.1.2	EPH Board Executive Session Minutes July 13, 2023				
	6.1.3	EPH Board Executive Session Minutes July 18, 2023				
	6.1.4	EPH Board Executive Session Minutes August 01, 2023				
	6.1.5	EPH Board Executive Session Minutes August 08, 2023				
	6.1.6	EPH Board Executive Session Minutes August 15 2023				
	6.2	Other Documents				
		6.2.1	Medical Staff Governance and Organization Manual Changes			
		6.2.2	Fifth Amended Intergovernmental Agreement for the Establishment of Larimer Emergency Telephone Authority (LETA)			
7	Medical Staff Credentialing Report			2	Action	EPH Board
8	Resolution 2023-02 - Support for the 5th Amendment to the Larimer Emergency Telephone Authority (LETA) Intergovernmental Agreement (IGA)			5	Action	EPH Board
9	Presentations:					
	9.1	EPH CEO Strategic Actions Update		15	Discussion	Mr Vern Carda
	9.2	EPH Chief Financial Officer - 2QTR23 Financials and Strategic Update		20	Discussion	Ms Aysha Reeves
	9.3	EPH Chief of Staff Strategic Update & Review of Services		15	Discussion	Dr Bridget Dunn
	9.4	EPH Strategic Plan Update: Actions and Outcomes		15	Discussion	EPH Board of Directors
	9.5	Possible Healthcare System Affiliation - Activity Update		3	Discussion	Board of Directors
10	Executive Summary - Significant Items Not Otherwise Covered			1	Discussion	Senior Leadership Team
11	All Attendee Conversation on Emerging Topics			20	Conversation	Community Attendees, EPH Board of Directors, EPH Senior Leadership Team
12	Potential Agenda Items for Monday September 18, 2023 Regular Board Meeting			1	Discussion	EPH Board of Directors
13	Adjournment			1	Action	Board
Estimated Total Regular Session Mins.				118		

Next Regular EPH Board Meeting: Monday September 18, 2023 5:30 - 7:30 pm

September 2023 Possible Agenda Items:



**ESTES PARK HEALTH
BOARD OF DIRECTORS'
Regular Meeting Minutes – July 17, 2023**

Board Members in Attendance correspondence

Dr. David Batey, Chair
Mr. Drew Webb, Vice Chair
Dr. Steve Alper, Finance Committee Chair
Dr. Cory Workman, Member at Large
Ms. Brigitte Foust, Member at Large

Other Attendees

Mr. Vern Carda, CEO
Ms. Pat Samples, CNO
Ms. Shelli Lind, CHRO
Mr. Gary Hall, CIO
Mr. Kevin Mullin
Ms. Bobbi Chambers
Dr. Bridget Dunn
Ms. Wendy Rigby
Ms. Aysha Reeves
Ms. Iryna Irkliienko

Community Attendees (present and via webinar):

Randy Brigham
Jeff Hanrahan
Lisa Hohensee
Susan Langdon
Larry Leaming
Max Salfinger
Brian Tseng
Guy Van der Werf
Tomas Aguilar
Jim Whiteneck

1. Call to Order

The board meeting was called to order at 5:32 PM by David Batey; there was a quorum present. Notice of the board meeting was posted in accordance with the Sunshine Law Regulation.

2. **Approval of the Agenda**

Appreciation of Lesta Johnson was moved to August meeting. David Batey 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. **General Board Member Comments**

No comments.

5. **Consent Agenda Items Acceptance**

David Batey motioned to approve consent agenda items as listed, which carried unanimously. Second by Steve Alper and Drew Webb.

6. **Medical Staff Credentialing Report**

Brigitte Foust recommended the approval of the Medical Staff Credentialing Report. Cory Workman seconded the motion, which carried unanimously.

7. **Presentations**

7.1 **CEO Strategic Actions Update – Mr. Vern Carda**

Strategic/Tactical Planning Activities:

Estes Park Health will be conducting a Community Health Needs Assessment, as well as creating a plan and implementing a strategy around the identified needs from said study. Currently doing research on a responsible organization to complete the study. This needs to be completed by May 15, 2024.

Recruitment efforts are underway to recruit an orthopedic surgeon to replace Dr. Aaron Florence. Recruitment process is estimated to be completed by mid-January, 2024; interim coverage has been arranged.

Lena Belleau (behavioral health provider) has accepted a position down valley and will be leaving Estes Park Health in mid-August. Behavioral health is an important service for the Estes Park Community, a replacement plan for this position is underway (including telehealth).

A Nutritional Counseling program has been implemented at Estes Park Health, consisting of personalized, one on one dietary advice from a registered dietician.

Lesta Johnson (Clinic Director) will be retiring at the end of the month after 34.5 years of service. She will be missed, and difficult to replace. Michelle Gordon will step in as interim clinic director.

Several service lines at EPH are currently under review, including orthopedics, Home Health care and Hospice, Cardiac Rehab, and Sleep Lab. The goal is to improve the organization's financial performance, while ensuring efficient quality programs that deliver fantastic care.

EPH management is taking inventory of multiple pieces of equipment (snowblowers, vehicles, etc.) with the goal of reducing expenses and maintenance costs as needed.

7.2 EPH Chief Human Resources Officer Strategic Update – Ms. Shelli Lind

- See presentation. Topics included process improvement for onboarding of new employees, progress in reducing employee turnover/filling open positions, ongoing reduction of contract labor, and implementation of new applicant tracking system.

7.3 EPH Chief Information Officer Strategic Update – Mr. Gary Hall

- See presentation. Topics included key initiatives for clinical/financial support (integration of new GI image management software, upgrade of timekeeping system, ADA compliance for website, etc.), ongoing projects (maintaining high-functioning network/communication lines, building IT customer service, etc.), cybersecurity challenges, and potential aspects that might impact IT in acquisition.

7.4 EPH Foundation Strategic Update – Mr. Kevin Mullin

- See presentation. Topics included strategic plan implementation, finance reports from May '23, general updates (Paint Estes Pink was a success, Crowns for the Care candidates raised over \$108,000).

7.5 Possible Healthcare System Affiliation – Activity Update – EPH Board of Directors

- See Presentation. No new updates.

8. **Executive Summary – Significant Items Not Otherwise Covered**

Contact information was provided for Leah Gardner, the new registered dietician at Estes Park Health, for those wanting to schedule outpatient consultations.

9. **All Attendee Conversation on Emerging Topics**

- Floor opened at 6:52 PM. No questions were asked.

10. **Potential Agenda Items for Monday August 21, 2023 Regular Board Meeting**

No comments.

11. **Adjournment**

David Batey motioned to adjourn the meeting at 6:54 PM. Cory Workman and Steve Alper seconded the motion, which carried unanimously.

David M. Batey, Chair
Estes Park Health Board of Directors

Draft Public Agenda
Estes Park Health Board of Directors' Executive Session - In Person and by TEAMS
Thursday, July 13, 2023
8:00 am -9:30 am
Estes Park Health, 555 Prospect Avenue, Estes Park CO 80517

Regular Session		Mins.	Procedure	Presenter(s)
1	Call to Order/Welcome (Time 08:09 am) (all systems initially unavailable, recording challenge)	1	Action	Dr David Batey
2	Approval of the Agenda (Motion Alper 2nd Webb - Unanimous)	1	Action	EPH Board
3	Public Comments on Items Not on the Agenda - None	1	Information	Public
4	General Board Member Comments on Items Not on the Agenda - None	1	Information	EPH Board
5	Entertain a motion to enter Executive Session pursuant to Section 24-6-402(4)(e) C.R.S. for the purpose of determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators, and pursuant to Section 24-6-402(4)(f) C.R.S. for the purpose of discussing a personnel matter. (Motion Alper 2nd Webb - Unanimous)	85	Action	EPH Board
6	Adjournment (Motion Alper 2nd Webb - Unanimous Time 10:04 am)	1	Action	EPH Board
<i>Total Regular Session Mins.</i>		90		

Board Members Present: Alper, Batey, Foust, Webb, Workman

Draft Public Agenda
Estes Park Health Board of Directors' Executive Session - In Person and by TEAMS
Tuesday, July 18, 2023
7:30 am -10:30 am
Estes Park Health, 555 Prospect Avenue, Estes Park CO 80517

Regular Session		Mins.	Procedure	Presenter(s)
1	Call to Order/Welcome (Time 07:37 am)	1	Action	Dr David Batey
2	Approval of the Agenda (Motion Alper 2nd Foust - Unanimous)	1	Action	EPH Board
3	Public Comments on Items Not on the Agenda - None	1	Information	Public
4	General Board Member Comments on Items Not on the Agenda - None	1	Information	EPH Board
5	Entertain a motion to enter Executive Session pursuant to Section 24-6-402(4)(e) C.R.S. for the purpose of determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators, and pursuant to Section 24-6-402(4)(f) C.R.S. for the purpose of discussing a personnel matter. (Motion Alper 2nd Webb - Unanimous)	175	Action	EPH Board
6	Adjournment (Motion Alper 2nd Webb - Unanimous Time 10:35 am)	1	Action	EPH Board
<i>Total Regular Session Mins.</i>		180		

Board Members Present: Alper, Batey, Foust, Webb, Workman

Draft Public Agenda
Estes Park Health Board of Directors' Executive Session - In Person and by TEAMS
Tuesday, August 01, 2023
7:30 am -10:30 am
Estes Park Health, 555 Prospect Avenue, Estes Park CO 80517

Regular Session		Mins.	Procedure	Presenter(s)
1	Call to Order/Welcome (Time 07:34 am)	1	Action	Dr David Batey
2	Approval of the Agenda (Motion Alper 2nd Webb - Unanimous)	1	Action	EPH Board
3	Public Comments on Items Not on the Agenda - None	1	Information	Public
4	General Board Member Comments on Items Not on the Agenda - None	1	Information	EPH Board
5	Entertain a motion to enter Executive Session pursuant to Section 24-6-402(4)(e) C.R.S. for the purpose of determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators, and pursuant to Section 24-6-402(4)(f) C.R.S. for the purpose of discussing a personnel matter. (Motion Alper 2nd Webb - Unanimous)	175	Action	EPH Board
6	Adjournment (Motion Alper 2nd Foust - Unanimous Time 10:32 am)	1	Action	EPH Board
<i>Total Regular Session Mins.</i>		180		

Board Members Present: Alper, Batey, Foust, Webb, Workman

Draft Public Agenda
Estes Park Health Board of Directors' Executive Session - In Person and by TEAMS
Tuesday, August 08, 2023
8:00 am -10:00 am
Estes Park Health, 555 Prospect Avenue, Estes Park CO 80517

Regular Session		Mins.	Procedure	Presenter(s)
1	Call to Order/Welcome (Time 08:08 am)	1	Action	Dr David Batey
2	Approval of the Agenda (Motion Webb 2nd Workman - Unanimous)	1	Action	EPH Board
3	Public Comments on Items Not on the Agenda - None	1	Information	Public
4	General Board Member Comments on Items Not on the Agenda - None	1	Information	EPH Board
5	Entertain a motion to enter Executive Session pursuant to Section 24-6-402(4)(e) C.R.S. for the purpose of determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators, and pursuant to Section 24-6-402(4)(f) C.R.S. for the purpose of discussing a personnel matter. (Motion Webb 2nd Workman - Unanimous)	175	Action	EPH Board
6	Adjournment (Motion Alper 2nd Webb - Unanimous Time 10:05 am)	1	Action	EPH Board
<i>Total Regular Session Mins.</i>		180		
Board Members Present: Alper, Batey, Foust, Webb, Workman				

Draft Public Agenda
Estes Park Health Board of Directors' Executive Session - In Person and by TEAMS
Tuesday, August 15, 2023
7:30 am -10:30 am
Estes Park Health, 555 Prospect Avenue, Estes Park CO 80517

Regular Session		Mins.	Procedure	Presenter(s)
1	Call to Order/Welcome (Time 07:37 am)	1	Action	Dr David Batey
2	Approval of the Agenda (Motion Workman 2nd Foust - Unanimous)	1	Action	EPH Board
3	Public Comments on Items Not on the Agenda - None	1	Information	Public
4	General Board Member Comments on Items Not on the Agenda - None	1	Information	EPH Board
5	Entertain a motion to enter Executive Session pursuant to Section 24-6-402(4)(e) C.R.S. for the purpose of determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators, and pursuant to Section 24-6-402(4)(f) C.R.S. for the purpose of discussing a personnel matter. (Motion Alper 2nd Webb - Unanimous)	175	Action	EPH Board
6	Adjournment (Motion Alper 2nd Webb - Unanimous Time 10:28 am)	1	Action	EPH Board
<i>Total Regular Session Mins.</i>		180		

Board Members Present: Alper, Batey, Foust, Webb, Workman

6.1.6

Clean Version of updates to be updated Page 28 (5.1 a)

(a) Current Clinical Services. The current Clinical Services are as follows:

- (i) * Outpatient/Clinic (Clinic Operations)- which shall include primary care, internal medicine, pediatrics and similar such specialties
- (ii) * Emergency (Hospital Services/Urgent Care)- which shall include emergency medicine
- (iii) * Surgery (Hospital Services)- which shall include surgery, anesthesia, pathology, and similar such specialties
- (iv) * Inpatient (Hospital Services)- which shall include hospitalists, Med/Surg, Pharmacy, Anticoagulation and similar such specialties
- (v) * Quality Management (Hospital Services)
- (vi) * PPEC (Quality)
- (vii) * Ancillary (Ancillary)- which shall include Laboratory, Rehabilitation, Diagnostic Imaging/Radiology, and similar such specialties
- (viii) * Infection Prevention
- (ix) EMS/Ambulance Trauma
- (x) Home Health and Hospice
- (xi) Respiratory
- (xii) Sleep Lab

**FIFTH AMENDED INTERGOVERNMENTAL AGREEMENT
FOR THE ESTABLISHMENT OF
LARIMER EMERGENCY TELEPHONE AUTHORITY**

This Fifth Amended Intergovernmental Agreement (“Agreement”) is entered into effective November 1, 2023, by and between the following political subdivisions and public entities of the State of Colorado, which are referred to herein collectively as “Parties” and are referred to herein individually by name or as “Party.”

Counties (2) /Cities (2) /Towns (6)

County of Larimer
County of Jackson
City of Fort Collins
City of Loveland
Town of Berthoud
Town of Estes Park
Town of Johnstown
Town of Timnath
Town of Wellington
Town of Windsor

Hospital/Health Services Districts (3)

Health District of Northern Larimer
County
Park Hospital District
Thompson Valley Health Services
District

State (1)

Colorado State University

Fire Authorities (2)

Loveland Fire Rescue Authority
Poudre Fire Authority

Fire Protection Districts (15)

Allenspark Fire Protection District
Berthoud Fire Protection District
Crystal Lakes Fire Protection District
Estes Valley Fire Protection District
Front Range Fire Rescue Fire Protection District
(f/k/a Johnstown Fire Protection District)
Glacier View Fire Protection District
Livermore Fire Protection District
Loveland Rural Fire Protection District
Lyons Fire Protection District
Pinewood Springs Fire Protection District
Poudre Canyon Fire Protection District
Poudre Valley Fire Protection District
Red Feather Lakes Fire Protection District
Wellington Fire Protection District
Windsor-Severance Fire Protection District

WHEREAS, on or about November 14, 1990, multiple political subdivisions entered into an “Intergovernmental Agreement concerning the implementation of an E-911 Emergency Telephone Service” (“the IGA”) to form a separate legal entity to serve as a governing body to provide emergency telephone service and to establish, collect, and disperse the emergency telephone charge in Larimer County, and they named the new entity Larimer Emergency Telephone Authority (“LETA”);

WHEREAS, the IGA was thereafter amended four times effective July 7, 1999, April 5, 2002, July 21, 2009, and November 1, 2021, with the November 1, 2021 amendment being known as the “Fourth Amended IGA”;

WHEREAS, in Larimer County, there are also three volunteer fire departments organized as nonprofit corporations under Colorado law, which are not signatories to the IGA: Glen Haven Area Volunteer Fire Department, Rist Canyon Volunteer Fire Department, and Volunteer Fire Department of Big Elk.

WHEREAS, in April of 2023, the Jackson County Sheriff's Office reached out to LETA for advice and counsel on matters related to emergency telephone service and emergency notification service within Jackson County, Colorado;

WHEREAS, after some initial exploratory conversations and subsequent due diligence, the Jackson County Board of County Commissioners made a formal request that LETA's jurisdiction be expanded to include Jackson County and that Jackson County become an additional signatory to LETA's IGA;

WHEREAS, subject to an affirmative vote of three-quarters (3/4) of the thirty (30) signatories to the Fourth Amended IGA, the Parties desire to update the IGA, as amended, to reflect the expansion of LETA's jurisdiction to include Jackson County and the addition of Jackson County as a signatory to LETA's IGA;

WHEREAS, the Parties are authorized by Colorado statute (Title 29, Article 11, Part 1) to enter into a contract to establish a separate legal entity that serves as a governing body for the purpose of providing emergency telephone service and to establish and collect an emergency telephone charge in the jurisdiction;

WHEREAS, the Colorado Constitution (Article XIV, Section 18) and Colorado statutes (Title 29, Article 1, Part 2) permit and encourage governments to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with each other; and

WHEREAS, C.R.S. § 29-1-203 authorizes government, as defined in C.R.S. § 29-1-202, to cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting units if:

1. such cooperation or contracts are authorized by each party thereto with the approval of its legislative body or other authority having the power to so approve; and
2. any such contract shall set forth fully the purposes, powers, rights, obligations, and the responsibilities, financial and otherwise, of the contracting parties and may provide for the joint exercise of the function, service, or facility, including the establishment of a separate legal entity to do so.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the Parties agree as follows:

I. PREAMBLE

The Parties agree that the recitals set forth above are true and correct and those recitals are hereby incorporated into the body of this Agreement.

II. SUPERSEDING PRIOR AGREEMENTS

The Parties agree that this Agreement shall supersede the IGA dated November 14, 1990, the amendments thereto dated July 7, 1999, April 5, 2002, July 29, 2009, and the Fourth Amended IGA.

III. DEFINITIONS

As used herein:

A. The definitions for the following terms shall be the same as set forth in C.R.S. § 29-11-101, as may be amended: “emergency telephone charge,” “911 access connection,” “911 call,” “911 surcharge,” “emergency notification service” “emergency service provider,” “public agency,” “public safety answering point” (“PSAP”), which is interchangeable with emergency communications center (“ECC”), “service supplier,” and “service user.”

B. “Agreement” means this Fifth Amended Intergovernmental Agreement for the Establishment of Larimer Emergency Telephone Authority;

C. “Board” means the Board of Directors described in Section V in which the powers of the Governing Body are vested.

D. “Bylaws” means the bylaws of the Governing Body as described in Section V(7).

E. “Emergency telephone service” means the receipt and processing of 911 calls by the PSAP for the purpose of providing responses from emergency service providers, and may include providing 911 call-related applications, services, programs, and systems.

F. “Governing Body” means Larimer Emergency Telephone Authority, per the definition set forth in C.R.S. § 29-11-101(16), as may be amended.

G. “Governing Body's jurisdiction” means within the combined geographic boundaries of Larimer County and Jackson County, per the definition set forth in C.R.S. § 29-11-101(17), as may be amended. The Governing Body's jurisdiction differs from the Governing Body's emergency telephone service area.

H. “Governing Body's emergency telephone service area” means the collective boundaries of the emergency service providers that are used by the PSAPs for call routing and emergency response.

I. “Parties” means the signatories hereto, but, in the future, will not include any Party after the effective date of such Party's withdrawal in accordance with Section X, and will include any new signatory admitted to this Agreement by the Board in accordance with Section VI(2)(q).

J. "Proportional basis" as used in Section X(3) means a percentage determined by the following formula: the number of 911 access connections within each boundary of the Identified Political Subdivisions divided by the total number of 911 access connections in Larimer County. The Board shall determine the data to use for this calculation based on the Board's determination of the most reliable source(s) and representative timeframes. For the purpose of this definition only: (1) "Identified Political Subdivisions" means Larimer County and each city and town that is a Party, and excludes Jackson County, and (2) the boundary of Larimer County means within the unincorporated areas of the County. If, at the time of the calculation, Larimer County, a city, or a town is not a Party, then the Board shall establish the formula to allocate its percentage among the Identified Political Subdivisions who are Parties.

IV. ESTABLISHMENT OF LARIMER EMERGENCY TELEPHONE AUTHORITY

The Parties establish the separate legal entity and Governing Body known as Larimer Emergency Telephone Authority ("LETA"). The Governing Body may have also been referred to in prior intergovernmental agreements as the Larimer County Emergency Telephone Authority, which is hereby corrected. The Governing Body is created as a nonprofit, public entity established pursuant to C.R.S. §§ 29-1-203 and 29-11-102(1)(b), as may be amended. The Parties intend that the Governing Body be formed under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 through 120, as may be amended, and meet the Act's definition of a "public entity." The Parties further intend that the Governing Body meet the definition of a "nonprofit organization" under C.R.S. § 13-21-115.5, as may be amended (the Volunteer Service Act), C.R.S. § 13-21-115.7, as amended, and C.R.S. § 13-21-116, as may be amended.

The Governing Body is an independent legal entity, separate and distinct from the Parties. No debt, liability, or obligation of the Governing Body shall extend to or be an obligation of a Party, unless agreed to in writing.

The Governing Body is responsible for the installation, administration, management, operation, maintenance, upgrade, and enhancement of emergency telephone service and emergency notification service in the Governing Body's jurisdiction. The Parties will provide reasonable assistance and cooperation to the Governing Body as it carries out the functions, services, and facilities described in this Agreement for the Parties.

The Parties believe that governing bodies created pursuant to Part 1 of Title 29, Article 11, including the Governing Body, are not subject to the revenue and spending limitations imposed by Article X, Section 20 of the Colorado Constitution ("Amendment 1"), and, to the extent that Amendment 1 may be deemed to apply to governing bodies, the Governing Body created hereby shall operate as an enterprise within the meaning of Amendment 1 and shall thereby be exempt from all revenue and spending limitations imposed by said Amendment.

The Governing Body is formed in conformity with C.R.S. § 29-1-203.5. The provisions of

C.R.S. § 29-1-203.5 apply to the Governing Body.

A Party whose boundaries include portions of Larimer County and another county may be signatories on another intergovernmental agreement related to emergency telephone service and emergency notification service in such other county.

V. THE BOARD OF DIRECTORS

1. **Board.** The business and affairs of the Governing Body shall be managed by a Board of Directors consisting of eight (8) directors, each serving without compensation. The Board shall have the power to perform all acts necessary, to fulfill the purposes for which the Governing Body was established, whether express or implied.

2. **Qualifications of Directors.** Each director shall be either (a) a resident of Larimer County, or (b) an elected official in or full-time employee of a Party with an established scope of responsibility and delegated authority to make and implement policy-making or management-level decisions for the Party.

3. **Appointment to the Board.** Each director shall be appointed as follows:

a. The Larimer County Board of County Commissioners shall choose one (1) individual who meets the qualifications to serve as the director to represent Larimer County. The Larimer County Board of County Commissioners may determine the method for appointment from time to time and shall give to the Governing Body notice of any change in its method for appointment.

b. The Jackson County Board of County Commissioners appoints the Jackson County Sheriff, or the Sheriff's designee who meets the qualifications to serve as the director, to represent Jackson County.

c. The City of Fort Collins appoints the City Manager or the City Manager's designee as its one (1) individual who meets the qualifications to serve as the director to represent the City of Fort Collins. The City Council of the City of Fort Collins may change its method for appointment from time to time and shall give to the Governing Body notice of any change in its method for appointment.

d. The City Council of the City of Loveland shall choose one (1) individual who meets the qualifications to serve as the director to represent the City of Loveland. The City Council of the City of Loveland may determine the method for appointment from time to time and shall give to the Governing Body notice of any change in its method for appointment.

e. The Town of Estes Park appoints the Town Administrator or the Town Administrator's designee as its one (1) individual who meets the qualifications to serve as the director to represent the Town of Estes Park. The Board of Trustees of the Town of Estes Park

may change its method for appointment from time to time and shall give to the Governing Body notice of any change in its method for appointment.

f. The Board as then-comprised at the time of the appointment shall solicit nominees, nominate individually or as a slate, and appoint three (3) additional qualified directors as follows:

1. A director to represent the Parties that are fire districts and fire authorities;
2. A director to represent the Parties that are hospital and health services districts; and
3. A director to represent the Parties that are Colorado State University and towns not otherwise represented on the Board, with preference given to a Party with a PSAP.

4. **Term and Removal.** Directors shall serve a term of two (2) calendar years. There is no prohibition on consecutive terms or on the number of terms. A director may be removed if permitted by and pursuant to the procedures set forth in the Bylaws.

5. **Voting and Quorum.** Each director shall have one (1) vote. No proxy voting shall be permitted. A quorum of the Board shall consist of four (4) directors, except that, should there be four (4) or more vacancies at any time, then during that time, a quorum shall consist of three (3) directors. No official action may be taken by the Board on any matter unless a quorum is present. The affirmative vote of a majority of the Board shall be required for the Board to take action.

6. **Vacancy.** Any vacancy occurring as a result of a director's resignation, removal, death, disqualification, or any other reason shall be filled for the balance of that director's unfinished term in accordance with the applicable provision of the appointment process set forth in Section V(3).

7. **Bylaws.** The Board has promulgated Bylaws detailing all governance matters it deems necessary, including but not limited to: the scheduling and conduct of Board meetings, voting, and director removal; establishment and responsibilities of officer positions, their terms, and the filling of any vacancies; the establishment and responsibilities of committees; and Governing Body operating and fiscal procedures. Such Bylaws may be amended by the Board in accordance with the procedures set forth therein. In the event of a conflict, direct or indirect, between a provision in the Bylaws and this Agreement, this Agreement shall control.

VI. POWERS OF THE GOVERNING BODY

1. **Plenary Powers.** The Governing Body may carry out all purposes of this Agreement and may exercise all powers related thereto, including all incidental, implied, expressed, or such other powers as necessary, except as expressly limited in this Agreement. The Governing Body shall not have the power to levy taxes or the power of eminent domain.

2. **Enumerated Powers.** Without in any way limiting the plenary powers set forth in subsection (1) above, the Governing Body is specifically authorized to undertake all actions for the installation, administration, management, operation, maintenance, upgrade, and enhancement

of emergency telephone service and emergency notification service within the Governing Body's jurisdiction that the Governing Body believes are necessary and appropriate and consistent with applicable law, including but not limited to:

a. imposing, collecting, and auditing all charges and surcharges in the Governing Body's jurisdiction as set forth in Part 1 of Title 29, Article 11, as may be amended, and expending such funds as authorized by statute and this Agreement.

b. owning, operating, maintaining, leasing (as Lessor or Lessee), selling, or otherwise disposing of any legal or equitable interest in real and personal property.

c. adopting budgets, maintaining bank accounts, and investing funds.

d. carrying over funds which have not been used in a given fiscal year to the following fiscal year.

e. negotiating, entering into, amending (if necessary), and performing contracts.

f. adopting, reviewing, and amending the Bylaws and passing resolutions not in conflict with this Agreement.

g. adopting, reviewing on an annual basis, and amending (if necessary) the Governing Body's intergovernmental agreements other than this Agreement, as well as policies, protocols, procedures, or rules and regulations (collectively, "Policies") related to the provision of emergency telephone service and emergency notification service within the Governing Body's jurisdiction on subjects including but not limited to:

- Human Resources
- cost sharing
- street naming
- pictometry
- geographic information systems (GIS)
- Master Street Address Guide (MSAG)
- 911 Call Flow/Routing
- use of the backup PSAP
- 911 network
- fiber optic cable (leasing and owning)
- customer-premises equipment (CPE) and other equipment
- computer aided dispatch (CAD) system
- Combined Regional Information Systems Project (CRISP)
- insurance for PSAP equipment owned by the Governing Body and located at a facility owned by a Party
- emergency alert systems (selection and use)
- complex emergency events

- records retention and compliance with applicable law
- training, accreditation, and certification
- Emergency Medical Dispatch (EMD)
- call boxes
- finances and investments

In the event of a conflict, direct or indirect, between a provision the Policies and this Agreement, this Agreement shall control.

h. determining who is authorized to send emergency alerts and the circumstances under which they may be sent.

i. adopting a policy regarding street naming after collaboration with the Parties in whose jurisdiction the street is located.

j. adopting systems (software, hardware, and protocols) for Emergency Medical Dispatch (EMD).

k. conducting joint, partnership, cooperative, or other operations with other individuals and entities.

l. employing agents, accountants, attorneys, engineers, consultants, and other advisors.

m. incurring and paying debts, liabilities, or obligations, including borrowing and executing documents incidental thereto.

n. issuing bonds, notes, or other obligations payable from the revenues derived or to be derived from the revenue of the Governing Body as permitted by applicable law.

o. suing and being sued in its own name.

p. receiving contributions, gifts, bequests, grants, cash, equipment, or services from the Parties or any other public or private individual or entity.

q. after a formal Resolution of the Board, admitting a new signatory to this Agreement who becomes a Party without formal amendment of this Agreement, so long as each new signatory qualifies under C.R.S. §§ 29-1-202 and 203, has the approval of its legislative body or other authority having the power to so approve, and signs a document memorializing its admission.

r. participating in committees, groups, and organizations at the federal, state, and local level whose work relates to emergency telephone service and emergency notification service, including laws, regulations, and rules related thereto.

s. any other act which the Governing Body believes is reasonably necessary for the exercise of its powers and the performance of its obligations under this Agreement.

VII. BOOKS AND RECORDS

The Governing Body shall keep accurate and correct books of account on a modified accrual basis, showing in detail the capital costs, costs of services, installation, maintenance and operating costs, and the financial transactions of the Governing Body. The Governing Body's books of account shall also correctly show any and all revenues, fund balances, costs, or charges, as well as all funds received by and all funds expended by the Governing Body. The Governing Body's books and records shall be open to inspection during normal business hours upon reasonable notice by a Party, its attorneys, accountants, or agents. The books and records of the Governing Body shall also be made available to the public in accordance with the provisions of Colorado's Open Records Act, as may be amended.

The Governing Body shall cause an annual audit to be conducted by an independent Certified Public Accountant licensed to practice in the State of Colorado. The Governing Body shall comply with the Colorado Local Government Audit Law, C.R.S. § 29-1-601 through 608, as may be amended. The Governing Body shall comply with all other applicable federal and state financial reporting requirements.

The Governing Body shall maintain an asset inventory list for any and all real and personal property acquired by the Governing Body in whole or in part.

On and after the effective date of this Agreement, Jackson County will promptly deliver, transfer, and assign to the Governing Body:

1. the entire balance of funds it holds for purposes of providing emergency telephone service and emergency notification service in Jackson County, but no less than \$55,000.00;
2. the entire balance of any funds it receives or has received from the state or federal government or grants for purposes of improving emergency telephone service and emergency notification service in Jackson County, but no less than \$70,000.00;
3. all rights, title, and interest to all charges and surcharges due Jackson County for emergency telephone service under Colorado statute (Title 29, Article 11, Part 1) and deliver the same to the Governing Body, and Jackson County will execute all documents necessary for carriers and the Public Utilities Commission to deliver directly to the Governing Body all such charges and surcharges in the future; and
4. unencumbered title to any PSAP equipment or other assets owned by Jackson County that would assist the Governing Body in its administration and/or operation emergency telephone service and emergency notification service. Jackson County

shall execute any documents reasonably necessary to effectuate the transfer of title.

Similar to Agreements with the Governing Body's other PSAPs, Jackson County agrees to (a) insure the Governing Body's equipment located in a PSAP in Jackson County, and (b) provide proof of insurance promptly upon the Governing Body's written request.

The Governing Body will not become a successor to or assignee of any contracts currently in place for purposes of providing emergency telephone service and emergency notification service in Jackson County, with the exception of the current tariff in place for the provision of basic emergency service in Colorado.

VIII. REPORTS TO PARTIES

On an annual basis, the Governing Body shall submit a comprehensive annual report to the Parties summarizing the activities of the Governing Body during the preceding year and make available information concerning the finances of the Governing Body.

IX. DURATION OF AGREEMENT

The Agreement and the Governing Body shall have perpetual existence as permitted by C.R.S. § 29-1-203(1), as may be amended, unless sooner terminated in accordance with this Agreement.

X. WITHDRAWAL, TERMINATION, AND DISSOLUTION

1. **Withdrawal.** Any Party may withdraw from this Agreement by providing notice to each other Party and to the Governing Body. The withdrawal shall not be effective until at least one calendar year after the last notice is delivered.

2. **Termination by Mutual Agreement of the Parties.** Upon a three quarters (3/4) majority vote of all then-Parties, this Agreement shall be terminated and the Governing Body dissolved so long as, at the time of the vote, at least three quarters (3/4) of the Parties have also agreed in writing as to one or more entities who will succeed the Governing Body and undertake all actions for the continued installation, administration, management, operation, maintenance, upgrade, and enhancement of emergency telephone service and emergency notification service within the Governing Body's jurisdiction. The effective date of termination shall be December 31st in the calendar year ending no less than six months after the three quarters (3/4) majority vote for termination.

3. **Dissolution of Governing Body.** Upon the termination of this Agreement pursuant to subsection (2) above, the Board and the Parties shall take such actions necessary to finalize and conclude the Governing Body's operations, effect the orderly dissolution of the Governing Body, and transition emergency telephone service and emergency notification service to the entity or entities who will succeed the Governing Body, at the discretion of the Board. All assets of the

Governing Body located within Larimer County shall be distributed on a proportional basis pursuant to Section III(J) either in-kind or after liquidation, at the discretion of the Board, except for any assets that the Board determines should be distributed to the entity or entities who will succeed the Governing Body. For purposes of this Agreement, all cash, bank, and investment accounts of LETA are deemed to be located within Larimer County. All assets of the Governing Body located within Jackson County shall be distributed to Jackson County either in-kind or after liquidation, at the discretion of the Board, except for any assets that the Board determines should be distributed to the entity or entities who will succeed the Governing Body. The Board shall be responsible for inventorying the assets of the Governing Body, distributing or liquidating any assets as appropriate, concluding the affairs of the Governing Body, and transitioning emergency telephone service and emergency notification service to the entity or entities who will succeed the Governing Body. Subject to the exercise of the Board's discretion, a Party which has previously made a contribution toward the purchase of a jointly owned asset may receive full ownership of the asset upon termination; however, the Party must account to the Governing Body for the amount that the Governing Body contributed toward purchase of the asset upon distribution of the other assets of the Governing Body. The Parties' rights related to distribution of assets shall survive termination of this Agreement.

XI. LIABILITY OF THE BOARD OF DIRECTORS, OFFICERS,
AND EMPLOYEES OF THE GOVERNING BODY

The Governing Body and its directors, officers, and employees shall be immune from suit and civil liability as provided by applicable law because the Governing Body is a nonprofit, public entity and political subdivision of the State of Colorado established pursuant to C.R.S. §§ 29-1-203 and 29-11-102(1)(b), as amended; the Governing Body is a public entity under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 through 120, as amended; and the Governing Body is a "nonprofit organization" under C.R.S. § 13-21-115.5, as amended (the Volunteer Service Act), C.R.S. § 13-21-115.7, as amended, and C.R.S. § 13-21-116, as amended.

In addition, the Governing Body shall purchase insurance for the Governing Body and its Board, officers and employees which insurance will provide reasonable coverage against any claims, suit or proceeding arising out of or relating to any act or omission under this Agreement.

XII. AMENDMENTS

This Agreement may be amended upon the affirmative vote of three-quarters (3/4) of the then-Parties to this Agreement.

XIII. NOTICE

Notice to a Party is given by delivering a writing to its current address as listed by the Department of Local Affairs. The Notice shall be addressed as follows: (a) to the Board of County Commissioners in the case of Larimer County and Jackson County, (b) to the Board and its Chief Executive Officer in the case of a special district, a fire authority, or the Governing Body, (c) to

the City Council in the case of cities, and (d) to the Town Board, Town Council, or Board of Trustees in the case of Towns. A courtesy copy shall also be delivered to the attorneys for Larimer County, Jackson County, cities, and towns. Failure to deliver courtesy copies to the attorneys shall not invalidate a notice otherwise properly delivered as provided in this Agreement. Notice to a director is given by delivering a writing addressed to the director to the Governing Body's current address. Notice shall be effective upon receipt if hand-delivered or three (3) days after mailing if sent by first-class or certified U.S. mail.

XIV. SEVERABILITY

In the event any provision of this Agreement is determined to be illegal or invalid for any reason, all other provisions of this Agreement shall remain in full force and effect unless and until otherwise determined by a Court of competent jurisdiction. The illegality of any provision of this Agreement shall in no way affect the legality and enforceability of any other provision of this Agreement.

XV. SUCCESSORS AND THIRD PARTIES

This Agreement shall be binding upon and shall inure to the benefit of the successors of the Parties. This Agreement is not intended to, and does not, inure to the benefit of non-Parties to this Agreement.

XVI. ASSIGNMENT AND DELEGATION

No Party shall assign any of the rights nor delegate any of the duties created by this Agreement without the written approval of three-quarters (3/4) of the other then-Parties to this Agreement.

XVII. COUNTERPARTS

This Agreement may be executed by original, scanned, or digital counterpart signatures and shall have the same force and effect as if all signatures appeared on the same original.

IN WITNESS WHEREOF, the Parties have caused their representatives to affix their respective signatures hereto.

<p>COUNTY OF LARIMER STATE OF COLORADO</p> <p>By: _____</p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p>William Ressue, County Attorney</p> <p>Date: _____</p>	
<p>COUNTY OF JACKSON STATE OF COLORADO</p> <p>By: _____</p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p>Thomas Sharp</p> <p>Date: _____</p>	<p>ALLENSPARK FIRE PROTECTION DISTRICT</p> <p>By: _____ Jill Allington, President</p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p>Date: _____</p>
<p>CITY OF FORT COLLINS, COLORADO</p> <p>By: _____ Jeni Arndt, Mayor</p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p>Date: _____</p>	<p>BERTHOUD FIRE PROTECTION DISTRICT</p> <p>By: _____ Dan Hershman, President</p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p>Date: _____</p>

<p>CITY OF LOVELAND, COLORADO</p> <p>By: _____ Jacki Marsh, Mayor</p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____ Laurie Stirman</p> <p>Date: _____</p>	<p>CRYSTAL LAKES FIRE PROTECTION DISTRICT</p> <p>By: _____ Jody Sandquist, President</p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____ Date: _____</p>
<p>TOWN OF BERTHOUD, COLORADO</p> <p>By: _____ William Karspeck, Mayor</p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____ Date: _____</p>	<p>ESTES VALLEY FIRE PROTECTION DISTRICT</p> <p>By: _____ Jon Hodde, President</p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____ Date: _____</p>
<p>TOWN OF ESTES PARK, COLORADO</p> <p>By: _____ Wendy Koenig-Schuett, Mayor</p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____ Dan Kramer</p> <p>Date: _____</p>	<p>FRONT RANGE FIRE RESCUE FIRE PROTECTION DISTRICT</p> <p>By: _____ Darrin Rutt, President</p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____ Date: _____</p>

<p>TOWN OF JOHNSTOWN, COLORADO</p> <p>By: _____ Gary Lebsack, Mayor</p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p>Date: _____</p>	<p>GLACIER VIEW FIRE PROTECTION DISTRICT</p> <p>By: _____ David Burk, President</p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p>Date: _____</p>
<p>TOWN OF TIMNATH, COLORADO</p> <p>By: _____ Mark Soukup, Mayor</p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p>Date: _____</p>	<p>LIVERMORE FIRE PROTECTION DISTRICT</p> <p>By: _____</p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p>Date: _____</p>
<p>TOWN OF WELLINGTON, COLORADO</p> <p>By: _____ Tory Whanau, Mayor</p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p>Dan Sapienza</p> <p>Date: _____</p>	<p>LOVELAND RURAL FIRE PROTECTION DISTRICT</p> <p>By: _____ Jeff Swanty, President</p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p>Date: _____</p>

<p>TOWN OF WINDSOR, COLORADO</p> <p>By: _____ Rosa Reynoza, Mayor</p> <p>ATTEST: _____ Karen Frawley, Town Clerk</p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p>Date: _____</p>	<p>LYONS FIRE PROTECTION DISTRICT</p> <p>By: _____ Paul Davidovich, President</p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p>Date: _____</p>
<p>HEALTH DISTRICT OF NORTHERN LARIMER COUNTY</p> <p>By: _____ Molly Gutilla, Board President</p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p>Date: _____</p>	<p>PINEWOOD SPRINGS FIRE PROTECTION DISTRICT</p> <p>By: _____ Michael Graham, President</p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p>Date: _____</p>
<p>PARK HOSPITAL DISTRICT</p> <p>By: _____</p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p>Date: _____</p>	<p>POUDRE CANYON FIRE PROTECTION DISTRICT</p> <p>By: _____ Pat Conway, President</p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p>Date: _____</p>

<p>THOMPSON VALLEY HEALTH SERVICES DISTRICT</p> <p>By: _____ Tom Blomquist, Chair</p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p>Date: _____</p>	<p>POUDRE VALLEY FIRE PROTECTION DISTRICT</p> <p>By: _____ Derek Bergsten, Chief</p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p>Date: _____</p>
<p>THE BOARD OF GOVERNORS OF THE COLORADO STATE UNIVERSITY SYSTEM ACTING BY AND THROUGH COLORADO STATE UNIVERSITY</p> <p>By: _____ Brendan Hanlon, VPUO</p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p>Linda Schutjer, Senior Legal Counsel</p> <p>Date: _____</p>	<p>RED FEATHER LAKES FIRE PROTECTION DISTRICT</p> <p>By: _____ Dan Defibaugh, President</p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p>Date: _____</p>
<p>LOVELAND FIRE RESCUE AUTHORITY</p> <p>By: _____ Jeff Swanty, Board Chair</p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p>Date: _____</p>	<p>WELLINGTON FIRE PROTECTION DISTRICT</p> <p>By: _____ David Pierson, Vice President</p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p>Date: _____</p>

<p>POUDRE FIRE AUTHORITY</p> <p>By: _____ David Pusey, Chair</p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p>Date: _____</p>	<p>WINDSOR-SEVERANCE FIRE PROTECTION DISTRICT</p> <p>By: _____ Andrew Rosen, President</p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p>Date: _____</p>
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Park Hospital District Board
21 August 2023

CREDENTIALING RECOMMENDATIONS

Credentials Committee approval:

July 26, 2023

Present: Drs. McLellan (Chair), Dunn, Zehr, Brigitte Foust, Cory Workman, Bobbi Chambers, Iryna Irkliienko, Katherine Cramer(T).

Medical Executive Committee approval:

August 2, 2023

Initial Appointment:

Bradley, Cassandra, CRNA

APP, CRNA

Reappointments:

Grant, Michael, MD

Active, Orthopedic Surgery

Nerby, Craig MD

Courtesy, Pathology

Stoltz, Chad, MD

Active, Cardiology

Van Den Werf, Guy, MD

Courtesy, Family Medicine

Credential By Proxy:

Morris, Shane, M.D.

Courtesy, Teleradiology

Change in Category:

DiLauro, Cynthia, M.D.

Provisional to Active, Internal Medicine

Resignations:

Payden, Richard, MD.

Effective 7/1/2023

Documents:

None

RESOLUTION 2023-02

A RESOLUTION TO APPROVE AMENDING THE FOURTH AMENDED INTERGOVERNMENTAL AGREEMENT OF LARIMER EMERGENCY TELEPHONE AUTHORITY AND TO AUTHORIZE PARK HOSPITAL DISTRICT'S SIGNATURE ON THE PROPOSED FIFTH AMENDED INTERGOVERNMENTAL AGREEMENT

WHEREAS, Park Hospital District is authorized under C.R.S. § 29-1-203 to cooperate or contract with others to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting units, including the provision of emergency telephone service and emergency notification service;

WHEREAS, Park Hospital District is one of thirty signatories to the Fourth Amended Intergovernmental Agreement ("IGA") of Larimer Emergency Telephone Authority ("LETA") establishing LETA as a separate legal entity for the purpose of providing emergency telephone service and emergency notification service;

WHEREAS, the Fourth Amended IGA of LETA states that the IGA may be amended upon an affirmative vote of three-quarters (3/4) of the signatories; and

WHEREAS, the thirty signatories have been asked to consider whether to amend the Fourth Amended IGA of LETA to expand LETA's jurisdiction to include Jackson County on the terms and conditions set forth in the proposed Fifth Amended IGA and to add Jackson County as a thirty-first signatory to LETA's IGA.

NOW, THEREFORE, BE IT RESOLVED BY PARK HOSPITAL DISTRICT AS FOLLOWS:

1. Per Article XII of the Fourth Amended IGA of LETA, Park Hospital District votes to amend the Fourth Amended IGA and to approve the proposed Fifth Amended IGA attached hereto, which expands LETA's jurisdiction to include Jackson County on the terms and conditions set forth in the proposed Fifth Amended IGA and adds Jackson County as the thirty-first Signatory to LETA's IGA; and

2. Park Hospital District authorizes David Batey, Chair, Park Hospital District Board of Directors to sign the Fifth Amended IGA of LETA on its behalf.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 21st day of August, 2023.

Park Hospital District

By: _____
David Batey
Chair, Board of Directors

ATTEST:

Brigitte Foust
Secretary, Board of Directors
5239422.1



ESTES PARK
HEALTH

June 2023 Year to Date Financial Update

ESTES PARK HEALTH
Balance Sheet (Unaudited) Statements of Net Position
June 30, 2023

Row		2023 June	2022 December			2022 June		
		Actual	Actual	2023 Jun minus 2022 Dec	((2023 Jun) - (2022 Dec)) ÷ ABS(2022 Dec)	Actual	2023 Jun minus 2022 Jun	((2023 Jun) - (2022 Jun)) ÷ ABS(2022 Jun)
6								
7	ASSETS							
8								
9	CURRENT ASSETS							
10	Cash and Cash Equivalents	2,999,341	2,219,120	780,221	35.2%	5,232,959	(2,233,618)	(42.7%)
11	Restricted Cash Under Debt Agreements	3,529,456	3,521,102	8,354	0.2%	3,920,597	(391,141)	(10.0%)
12	Receivables							
	approximately \$1,325,000 in 2023 and \$1,314,000 in 2022							
13		6,392,216	5,736,604	655,612	11.4%	7,262,666	(870,450)	(12.0%)
14	Property Taxes and Other	4,300,454	3,474,403	826,051	23.8%	2,431,207	1,869,247	76.9%
15	Estimated Third-Party Payor Settlements	1,702,112	1,702,112	-	0.0%	1,623,968	78,144	4.8%
16	Supplies	1,476,910	1,462,151	14,759	1.0%	1,369,361	107,549	7.9%
17	Prepaid Expenses	778,752	427,602	351,150	82.1%	512,578	266,174	51.9%
18	TOTAL CURRENT ASSETS (Sum Rows 10, 11, 13, 14, 15, 16, 17)	21,179,241	18,543,094	2,636,147	14.2%	22,353,336	(1,174,095)	(5.3%)
19								
20	LONG-TERM ASSETS							
21	Investments	9,607,145	13,413,557	(3,806,412)	(28.4%)	13,630,651	(4,023,506)	(29.5%)
22	Capital Assets							
23	Capital Assets Not Being Depreciated	988,091	560,868	427,223	76.2%	1,972,158	(984,067)	(49.9%)
	Depreciable Capital Assets, Net of Accumulated							
24	Depreciation	27,758,009	28,531,589	(773,580)	(2.7%)	28,708,650	(950,641)	(3.3%)
25	Total Capital Assets, Net	28,746,100	29,092,457	(346,357)	(1.2%)	30,680,808	(1,934,708)	(6.3%)
26	Right of Use Lease Assets, Net	7,507,246	6,995,436	511,810	7.3%	-	7,507,246	no ÷ 0
27	TOTAL LONG-TERM ASSETS	45,860,491	49,501,450	(3,640,959)	(7.4%)	44,311,459	1,549,032	3.5%
28								
29	TOTAL ASSETS (Sum Rows 18, 27)	67,039,732	68,044,544	(1,004,812)	(1.5%)	66,664,795	374,937	0.6%

ESTES PARK HEALTH

Balance Sheet (Unaudited) Statements of Net Position

June 30, 2023

Row		2023 June	2022 December			2022 June		
		Actual	Actual	2023 Jun minus 2022 Dec	((2023 Jun) - (2022 Dec)) ÷ ABS(2022 Dec)	Actual	2023 Jun minus 2022 Jun	((2023 Jun) - (2022 Jun)) ÷ ABS(2022 Jun)
6								
31	LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND NET POSITION							
32								
33	CURRENT LIABILITIES							
34	Current Portion of Long-Term Debt	954,411	976,338	(21,927)	(2.2%)	290,284	664,127	228.8%
35	Accounts Payable	956,497	1,828,310	(871,813)	(47.7%)	3,301,699	(2,345,202)	(71.0%)
36	Estimated Third-Party Payor Settlements	-	-			-	-	no ÷ 0
37	Deferred Revenue	13,744	6,065	7,679	126.6%	611,956	(598,212)	(97.8%)
38	Accrued Expenses							
39	Salaries, Wages, and Related Liabilities	1,903,420	1,169,255	734,165	62.8%	1,996,482	(93,062)	(4.7%)
40	Compensated Absences	1,000,905	977,104	23,801	2.4%	983,402	17,503	1.8%
41	Other	407,111	413,984	(6,873)	(1.7%)	406,805	306	0.1%
42	TOTAL CURRENT LIABILITIES	5,236,088	5,371,056	(134,968)	(2.5%)	7,590,629	(2,354,541)	(31.0%)
43								
44	LONG-TERM LIABILITIES							
45	Long-Term Debt, Net of Current Portion	11,890,565	12,006,926	(116,361)	(1.0%)	13,403,569	(1,513,004)	(11.3%)
46	Long-Term Lease Liability, Net of Current Portion	7,003,792	6,447,369	556,423	8.6%	-	7,003,792	no ÷ 0
47	TOTAL LONG-TERM LIABILITIES	18,894,357	18,454,295	440,062	2.4%	13,403,569	5,490,788	41.0%
48								
49	TOTAL LIABILITIES (Sum Row 42, 47)	24,130,445	23,825,351	305,094	1.3%	20,994,198	3,136,247	14.9%
50								
51	DEFERRED INFLOWS OF RESOURCES - PROPERTY TAXES	3,261,977	3,261,977	-	0.0%	3,115,979	145,998	4.7%
52								
53	NET POSITION							
54	Net Investment in Capital Assets	16,404,578	16,657,260	(252,682)	(1.5%)	16,986,955	(582,377)	(3.4%)
55	Restricted, Expendable	3,529,456	3,521,102	8,354	0.2%	3,920,597	(391,141)	(10.0%)
56	Unrestricted	19,713,276	20,778,855	(1,065,579)	(5.1%)	21,647,066	(1,933,790)	(8.9%)
57	TOTAL NET POSITION	39,647,310	40,957,217	(1,309,907)	(3.2%)	42,554,618	(2,907,308)	(6.8%)
58								
59	TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND NET POSITION	67,039,732	68,044,544	(1,004,812)	(1.5%)	66,664,795	374,937	0.6%

ESTES PARK HEALTH

Statement of Revenues, Expenses, and Changes in Net Position (Unaudited)

Six Months Ending June 30, 2023

Row

	2023 YEAR TO DATE				2022 YEAR TO DATE		
	Jan through Jun				Jan through Jun		
	Actual (A)	Budget (B)	Actual - Budget	Percent (A-B)÷ABS(B)	2022 Actual	2023 Actual - 2022 Actual	Percent (23-22)÷ABS(22)
8 OPERATING INCOME							
10 OPERATING REVENUES							
12 Charges for Patient Services							
13 Inpatient	2,661,325	5,983,151	(3,321,826)	(55.5%)	4,514,009	(1,852,684)	(41.0%)
14 Outpatient	45,501,328	44,282,448	1,218,880	2.8%	38,999,327	6,502,001	16.7%
15 Total Charges for Patient Services	48,162,653	50,265,599	(2,102,946)	(4.2%)	43,513,336	4,649,317	10.7%
17 Deductions from Charges for Patient Services							
18 Contracts (Medicare, Medicaid, Commercial)	(20,730,211)	(22,116,864)	1,386,653	6.3%	(19,294,917)	(1,435,294)	(7.4%)
19 Charity, Bad Debt, Uncompensated	(1,161,082)	(879,648)	(281,434)	(32.0%)	(961,914)	(199,168)	(20.7%)
20 Total Deductions from Charges for Patient Services	(21,891,293)	(22,996,512)	1,105,219	4.8%	(20,256,831)	(1,634,462)	(8.1%)
22 Net Patient and Resident Service Revenues, Net	26,271,360	27,269,087	(997,727)	(3.7%)	23,256,505	3,014,855	13.0%
23 <i>Net Patient Income / Total Charges for Patient Services as a P</i>	54.5%	54.2%					
25 Other Operating Revenues	155,771	187,346	(31,575)	(16.9%)	197,954	(42,183)	(21.3%)
27 Total Operating Revenues (Row 22 + Row 25)	26,427,131	27,456,433	(1,029,302)	(3.7%)	23,454,459	2,972,672	12.7%

ESTES PARK HEALTH

Statement of Revenues, Expenses, and Changes in Net Position (Unaudited)

Six Months Ending June 30, 2023

Row

		2023 YEAR TO DATE				2022 YEAR TO DATE		
		Jan through Jun				Jan through Jun		
		Actual (A)	Budget (B)	Actual - Budget	Percent (A-B)÷ABS(B)	2022 Actual	2023 Actual - 2022 Actual	Percent (23-22)÷ABS(22)
29	Operating Expenses							
30	Salaries and Wages	13,264,978	13,954,426	(689,448)	(4.9%)	11,853,487	1,411,491	11.9%
31	Employee Benefits	3,061,933	3,408,955	(347,022)	(10.2%)	2,958,770	103,163	3.5%
32	Professional Fees and Purchased Services	7,795,854	7,952,216	(156,362)	(2.0%)	9,005,055	(1,209,201)	(13.4%)
33	Supplies	2,715,833	3,141,686	(425,853)	(13.6%)	2,871,148	(155,315)	(5.4%)
34	Utilities	334,448	378,420	(43,972)	(11.6%)	387,533	(53,085)	(13.7%)
35	Leases and Rentals	163,877	525,654	(361,777)	(68.8%)	592,743	(428,866)	(72.4%)
36	Insurance	205,026	201,000	4,026	2.0%	191,958	13,068	6.8%
37	Repairs and Maintenance	169,896	101,156	68,740	68.0%	85,040	84,856	99.8%
38	Depreciation	1,709,354	1,648,613	60,741	3.7%	1,637,802	71,552	4.4%
39	Other	1,451,443	1,488,449	(37,006)	(2.5%)	1,700,658	(249,215)	(14.7%)
40	Total Operating Expenses (Sum of Rows 30 to 39)	30,872,642	32,800,575	(1,927,933)	(5.9%)	31,284,194	(411,552)	(1.3%)
41								
42	TOTAL OPERATING INCOME (LOSS) (Row 27 minus Row 40)	(4,445,511)	(5,344,142)	898,631	16.8%	(7,829,735)	3,384,224	43.2%

ESTES PARK HEALTH

Statement of Revenues, Expenses, and Changes in Net Position (Unaudited) Six Months Ending June 30, 2023

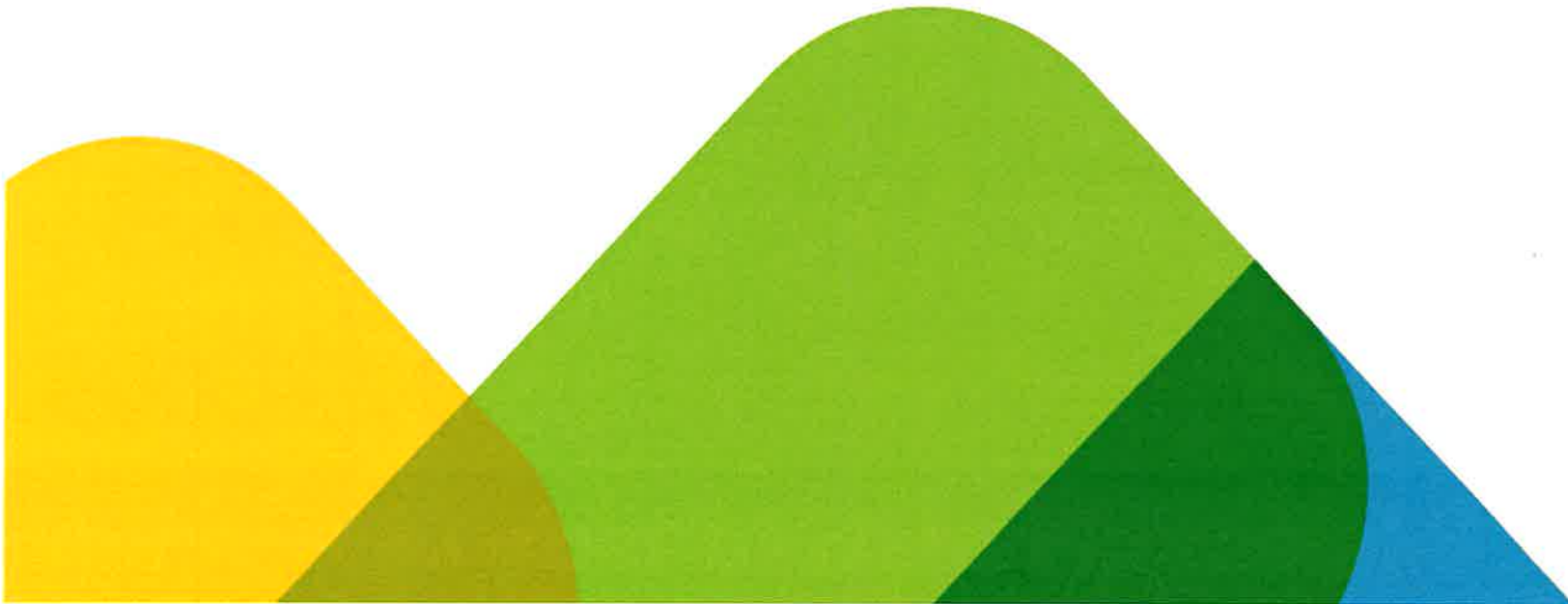
Row		2023 YEAR TO DATE Jan through Jun				2022 YEAR TO DATE Jan through Jun		
		Actual (A)	Budget (B)	Actual - Budget	Percent (A-B)÷ABS(B)	2022 Actual	2023 Actual - 2022 Actual	Percent (23-22)÷ABS(22)
45	NONOPERATING REVENUES (EXPENSES)							
46	Property Tax Revenues	1,749,593	1,749,593	-	0.0%	1,758,709	(9,116)	(0.5%)
47	Interest Expense	(259,353)	(300,000)	40,647	13.5%	(191,737)	(67,616)	(35.3%)
48	Investment Income	177,629	54,250	123,379	227.4%	(633,510)	811,139	128.0%
49	Gain on Disposal of Capital Assets	(3,412)	-	(3,412)		-	(3,412)	
50	Noncapital Grants and Contributions	4,931	15,000	(10,069)	(67.1%)	17,207	(12,276)	(71.3%)
51	Other	1,466,216	1,800,000	(333,784)	(18.5%)	331,020	1,135,196	342.9%
52	TOTAL NONOPERATING REVENUES, NET (Sum of Rows 46 to 51)	3,135,604	3,318,843	(183,239)	(5.5%)	1,281,689	1,853,915	144.6%
53								
54	DEFICIT OF REVENUES OVER EXPENSES BEFORE CAPITAL CONTRIBUTIONS	(1,309,907)	(2,025,299)	715,392	35.3%	(6,548,046)	5,238,139	80.0%
55								
56	Capital Contributions	-	-	-		-	-	
57								
58	NET POSITION INCREASE (DECREASE) (Row 54 + Row 56)	(1,309,907)	(2,025,299)	715,392	35.3%	(6,548,046)	5,238,139	80.0%
59	<i>Total Margin = Net Position ÷ Total Operating Revenues</i>	<i>(5.0%)</i>	<i>(7.4%)</i>					
60	<i>EBITDA - Earnings Before Interest, Depreciation, and Amortization</i>							
61	Net Position - Beginning of Period	40,957,217				49,102,664		
62								
63	NET POSITION - END OF PERIOD	39,647,310				42,554,618		
64								
65	EBITDA - Earnings Before Interest, Depreciation, and Amortization	658,800	(76,686)	735,486	959.1%	(4,718,507)	5,377,307	114.0%

June 2023 Year to Date Financial Summary

- We are on/better than budget!
 - Net Patient Revenue - \$998K or 3.7% unfavorable to budget
 - Total Expenses - \$1.9M or 5.9% favorable to budget
 - Total Operating Loss - \$899K or 16.8% favorable to budget
 - Total Net Position Decrease - \$715K or 35.3% favorable to budget
- Board Metrics

	Jun	May	Apr	Mar
Days Cash on Hand with Year to Date Monthly Average	100.1	106.4	101.1	107.4
Gross Days in Receivables	49.5	48.7	51.1	48.5

Questions and Comments?



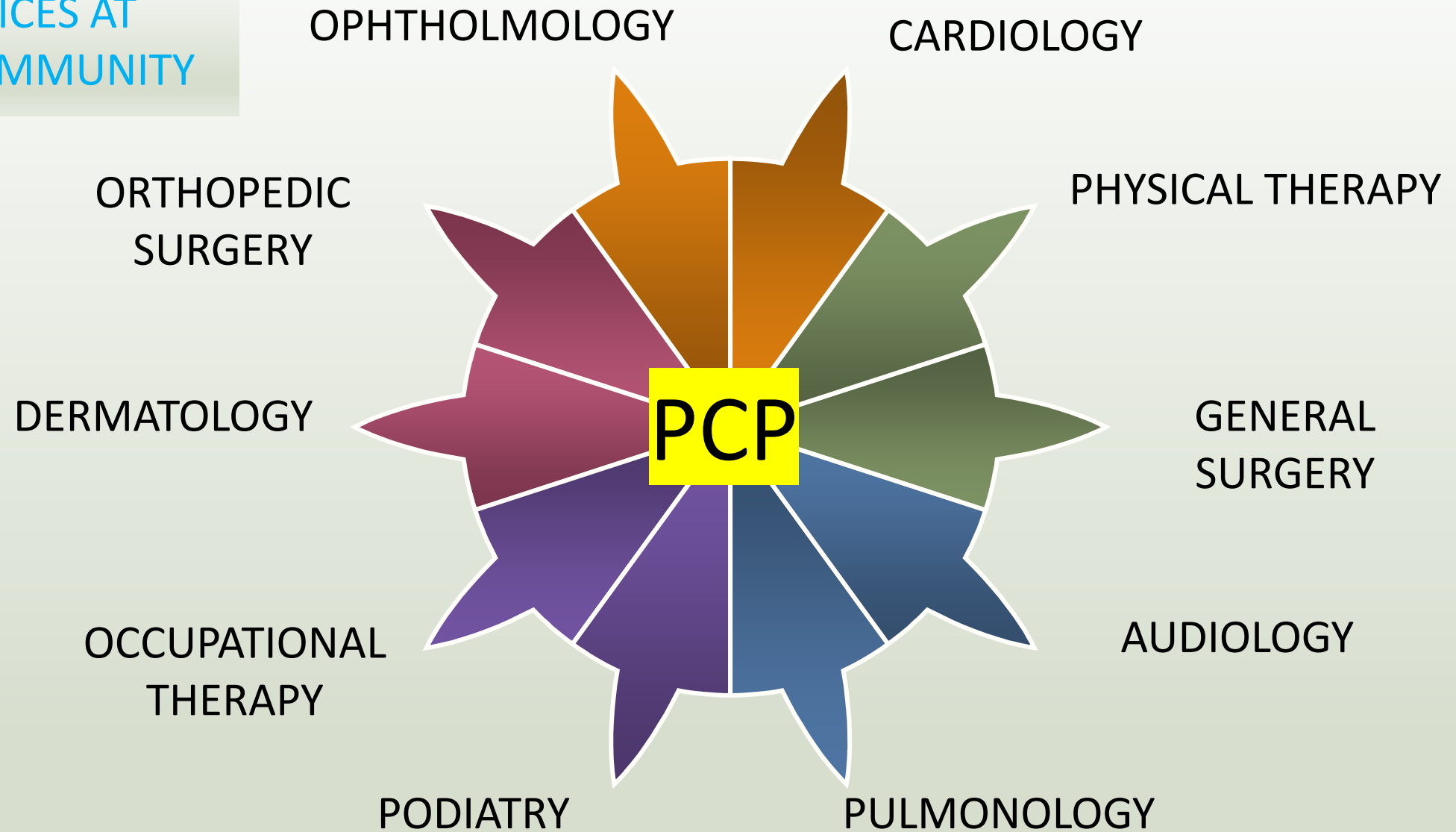


ESTES PARK
HEALTH

Chief of Staff Updates Bridget Dunn, MD

8/21/23

SERVICES AT
EPH/COMMUNITY



QUESTIONS?



Estes Park Health Strategic Plan Update: Actions and Outcomes

**Providing Excellent Healthcare &
Preparing for a Sustainable Future**

August 21, 2023

Executive Summary

- In July 2022, EPH anticipated significant Covid-19-related financial challenges
- In response, EPH proposed a series of strategic actions to:
 - Increase revenues and reduce expenses
 - Consistent with organizations like EPH, continue to address our community's healthcare needs with excellent services
- Most of the actions have been implemented with about expected beneficial financial impacts
- Additional strategic actions will be needed to accomplish the EPH financial goal of at least break-even from operations

2022 Budget Forecast on Dec 2021

ESTES PARK HEALTH			
2022 DRAFT OPERATING BUDGET @ December 2021			
	2021 Approved Budget	2021 Actual Projected	2022 Draft Budget
Total Operating Revenue	49,616,563	48,171,405	52,656,268
Total Operating Expenses	53,789,224	54,553,446	59,711,461
Net Operating Income (Loss)	(4,172,661)	(6,382,041)	(7,055,192)

Projected 2022 Operating Loss of **\$7,055,192** Versus Goal of Break-Even

After Non-Operating Income Offsets, Projected Loss of **\$1,075,389** Remains

National & EPH Healthcare Challenges

2022

- COVID Pandemic Impact
- Severe Staffing Shortages
- Dramatic Increases in Staffing and Contractor Costs
- Increased Compensation To Be Competitive For Staff
- Inflation and Supply Chain Escalated Cost of Supplies
- Ongoing Changes in Healthcare Services and Reimbursement

2023

- Federal Government ongoing reduction in reimbursement for services and announced future additional reductions

EPH 2022 Budget & 2023 Financial Goals

EPH Overall Financial Goals

Operating Income

- Target break-even on Operations
- Aspire to three (3) percent positive Operations margin

Non-Operating Income

- Target \$3 million contribution to capital projects

EPH Had Past + Operations Financials

ESTES PARK HEALTH				
Summary: End-Year Audited Financials 2014 to 2017				
	Audited End 2014	Audited End 2015	Audited End 2016	Audited End 2017
Total Operating Revenue	38,882,210	43,716,657	41,009,015	44,637,204
Total Operating Expenses	38,600,553	40,268,626	40,883,072	44,522,953
Net Operating Income (Loss)	281,657	3,448,031	125,943	114,251
Net Non-Operating Income (Loss)	1,892,941	1,697,562	2,090,817	2,540,049
Net Operating and Non-Operating Income (Loss)	2,174,598	5,145,593	2,216,760	2,654,300

- Operating Income (Yellow) positive in 2014 to 2017
- Net Operating & Non-Operating Income also positive

EPH Financial Challenges 2018 to 2022

ESTES PARK HEALTH					
Summary: End-Year Audited Financials 2018 to 2022					
	Audited End 2018	Audited End 2019	Audited End 2020	Audited End 2021	Audited End 2022
Total Operating Revenue	49,312,741	49,064,751	48,208,652	51,849,580	52,898,271
Total Operating Expenses	49,744,240	52,294,310	55,294,472	56,712,435	63,859,866
Net Operating Income (Loss)	(431,499)	(3,229,559)	(7,085,820)	(4,862,855)	(10,961,595)
Net Non-Operating Income (Loss)	2,888,666	2,879,426	3,573,471	14,403,553	2,383,699
Net Operating and Non-Operating Income (Loss)	2,457,167	(350,133)	(3,512,349)	9,540,698	(8,577,896)
COVID-19 Pandemic					
Events with Significant Financial Impact					
2018 General Surgeon shift to wound management only impacts surgery revenues					
2019 Ransomware attack June 18, 2019					
2019 Sterilizer down (Sept 2019 to Jan 2020) impact on surgeries					
2020 Massive COVID-19 impact and Troublesome Fire (Oct Nov) Evacuation					
2021 Massive COVID-19 impact but significant Federal Aid					
2022 Significant COVID-19 impact without Federal Aid					

EPH Strategic Planning Process

Employees to Unit Directors to Leadership Planning Process

Strategic Planning Objectives:

- Address Our Community's Healthcare Needs
- Provide Excellent, High Quality Healthcare Services
- All Services Support a Sustainable Many Years Future

Other Considerations:

- Services in Successful Critical Access Hospitals
- Services that Produce Positive Financial Contributions
- Assess Utilization of Services
- Assess Best Practice Service Volumes & Staffing

2022 Proposed Strategic Actions

Administrative Support Functions Changes

- Information Technology Optimization
- Chargemaster Update
- Revenue Cycle Process Optimization
- On-Call Housing
- Workforce Organization Optimization

2022 Proposed Strategic Actions

Services Changes

- Inpatient Pediatric Service to Alternative Provider
- Obstetric Deliveries Service to Alternative Provider
- Chemotherapy Services Restart
- Diabetic/Nutrition Education Service Addition

2022 Proposed Strategic Actions

Evaluate Other Services

- Home Health/Home Care/Hospice Transition ?
- Add Phase 1 Cardiac and Pulmonary Rehabilitation ?
- Add Step-Down From Intensive Care Inpatient Service ?

2022 Proposed Strategic Actions

Medical Staff Development Planning

- Assess Community Healthcare Needs and Feasibility of Addressing Those Healthcare Needs
- Evaluate Outpatient Specialty Clinic & Community Needs
- Family Medicine Addition
- Evaluate Urology Service Addition
- Evaluate GI Service Community Needs

2022 Mitigation Measures Impact Summary

Estimated EPH Revenue Increase and Expense Reduction Measures Next 12 to 18 Months				
		Single Program Estimated Annual Financial Impact		
2022 & 2023		Min	Most Likely	Max
Total Revenue Increases		1,031,000	1,401,320	2,474,896
Total Expense Reductions		2,880,000	3,835,000	4,646,000
Total All		3,911,000	5,236,320	7,120,896

EPH Strategic Plan Implementation Impacts

ESTES PARK HEALTH		
End-Year Audited 2022 Financials and 2023 Budget		
	Audited End 2022	Budget 2023
Total Operating Revenue	52,898,271	59,899,638
Total Operating Expenses	63,859,866	63,802,308
Net Operating Income (Loss)	(10,961,595)	(3,902,670)
Net Non-Operating Income (Loss)	2,383,699	4,837,686
Net Operating and Non-Operating Income (Loss)	(8,577,896)	935,016

2022 Actual to 2023 Budget:

- Expected \$7 million Operating Income Loss Reduction
- Net Operating & Non-Operating Income \$900k Positive Margin

Questions, Answers & Discussion

Possible Health Care System Affiliation Activity Update

August 21, 2023

Brief Review

Goals:

- Ensure excellent healthcare services to address our community's healthcare needs for many years to come
- Access to outstanding healthcare service providers for services we do not offer

Stronger and deeper affiliation with a major healthcare system is the best way to accomplish these goals

Affiliation Steps

1. Initial assessment and review.
2. Negotiations exploring possible mutual interest and benefits.
3. Negotiation of a “Letter of Intent” & Nondisclosure Agreement
4. Due Diligence – both parties assess benefits/challenges
5. Negotiate “Definitive Agreement”
6. Colorado Attorney General review.
7. Possible Antitrust review
8. “Definitive Agreement” implementation and integration