DISTRICT COURT, ARAPAHOE COUNTY, STATE OF COLORADO 7325 S. Potomac Street Centennial, Colorado 80112	
BARBARA MORRIS, MD, Plaintiff, v. **CENTURA HEALTH CORPORATION**, a Colorado non-profit corporation, and **CATHOLIC HEALTH INITIATIVES COLORADO d/b/a CENTURA HEALTH-ST. ANTHONY HOSPITAL**, a Colorado non-profit corporation, Defendants.	**▲COURT USE ONLY▲**
Attorneys for Plaintiff: Steven J. Wienczkowski (Reg. No. 33105) Jason Spitalnick (Reg No. 51037) Katherine A. Roush (Reg. No. 39267) Melanie MacWilliams-Brooks (Reg. No. 45322) FOSTER GRAHAM MILSTEIN & CALISHER, LLP 360 South Garfield Street, 6th Floor Denver, Colorado 80209 Telephone: 303-333-9810 Email: swienczkowski@fostergraham.com; jspitalnick@fostergraham.com; roush@fostergraham.com; mbrooks@fostergraham.com Matthew J. Cron (Reg. No. 45685) Felipe Bohnet-Gomez (Reg. No. 53013) Qusair Mohamedbhai (Reg. No. 35390) RATHOD | MOHAMEDBHAI, LLC 2701 Lawrence St., Suite 100 Denver, CO 80205 Telephone: (303) 578-4400 Email: mc@rmlawyers.com; fbg@rmlawyers.com; qm@rmlawyers.com	Case No.: Division:
FIRST AMENDED COMPLAINT AND JURY DEMAND	

Plaintiff Barbara Morris, MD ("Dr. Morris"), by and through her undersigned counsel, respectfully alleges for her First Amended Complaint and Jury Demand ("Complaint") as follows:

INTRODUCTION

1. This case is about whether Centura Health ("Centura"), Colorado's largest hospital and healthcare network, can inject its religious views into the doctor-patient relationship in violation of Colorado law—and whether an employed physician has a right to challenge that interference.

2. On August 21, 2019 Dr. Morris and her patient, Cornelius "Neil" Mahoney, filed a declaratory judgment action in Colorado state court against Centura, seeking a judicial declaration that Centura's policy regarding medical aid-in-dying violated the Colorado End-of-Life Options Act ("EOLOA" or the "Act"). Defying the will of Colorado voters, Centura had promulgated a sweeping policy prohibiting its physicians from providing aid-in-dying services to their patients—including prescribing aid-in-dying medication—even when a patient intends to self-administer the medication at home. In 2018, Centura's own attorneys admitted to Dr. Morris in an email that Centura's policy "conflicts with Colorado law."

3. In June 2019, Centura's admittedly unlawful policy infringed upon Dr. Morris's independent medical judgment when Mr. Mahoney was diagnosed with stage IV adenocarcinoma. The prognosis was grim: the cancer could not be cured, surgery was not an option, and Mr. Mahoney had as few as four months to live. Wishing to avoid a prolonged, excruciating, and demoralizing death, Mr. Mahoney asked Dr. Morris to prescribe him aid-in-dying medication. However, Dr. Morris was compelled to inform Mr. Mahoney that, because of Centura's policy, she could not prescribe the medication, take steps to qualify him for such medication, or provide any other aid-in-dying services to Mr. Mahoney.

4. Faced with a choice between exercising her best medical judgment and complying with a facially unlawful policy, Dr. Morris asked a Colorado court to determine whether Centura's policy conflicts with Colorado law. Five days later, Centura terminated Dr. Morris's employment.

5. In explaining Dr. Morris's termination, Centura has offered varied and shifting justifications that reek of pretext. In a termination letter, Centura claimed that it was Dr. Morris's conduct and encouragement of medical aid-in-dying that breached her employment contract. Today, Centura claims it terminated Dr. Morris because she personally holds views about medical aid-in-dying that are not the same as Centura's. Centura's CEO Peter Banko has stated that Centura is only asking for "clarity around how [EOLOA] works for those who chose to opt out"—yet Centura fired Dr. Morris for seeking the exact same clarity.

6. Centura's unlawful actions go far beyond its retaliatory termination of Dr. Morris—they seek to fundamentally alter the doctor-patient relationship in the State of Colorado. When it comes to defending itself against medical malpractice claims, Centura routinely relies on Colorado's prohibition of the corporate practice of medicine to avoid liability, arguing that its

physicians are solely responsible for the medical care and treatment of their patients. But when it comes to patients' end-of-life care, Centura claims the absolute right to overrule physicians' independent medical judgment, decide which medications they may prescribe and which medical treatments and procedures they can provide, and even determine what medical advice they can give to their patients.

7. Centura's termination of Dr. Morris was retaliatory and unlawful. It violated Dr. Morris's right to seek clarification of her rights from a court of law. It violated the terms of her employment agreement with Centura. It violated her right to be free from retaliation under the Colorado End-of-Life Options Act. And it violated her right as a physician to exercise her own independent medical judgment with respect to a patient.

8. Accordingly, Dr. Morris brings claims against it for wrongful discharge in violation of public policy, breach of contract, unlawful prohibition of legal activities as a condition of employment, knowing or reckless interference with the independent practice of medicine, and retaliation in violation of the Colorado End-of-Life Options Act.

PARTIES, JURISDICTION, AND VENUE

9. At all times relevant to this Complaint, Plaintiff Barbara Morris, M.D., was a legal resident of and domiciled in the State of Colorado.

10. Dr. Morris is a board-certified medical doctor who specializes in primary care and geriatrics. She has been licensed to practice medicine by the State of Colorado since April 11, 1996.

11. Defendant Centura Health Corporation ("Centura") is a Colorado nonprofit corporation with a principal office address of 9100 E. Mineral Circle, Centennial, Colorado 80112.

12. Centura owns and manages Defendant Catholic Health Initiatives Colorado, doing business as Centura Health-St. Anthony Hospital (the "Hospital").

13. The Hospital is a Colorado nonprofit corporation with a principal office address of 9100 E. Mineral Circle, Centennial, CO 80112.

14. Centura Health Physician Group ("CHPG") is one of Centura Health Corporation's facilities, located at 750 Warren Drive, Golden, Colorado.

15. Until August 26, 2019, Dr. Morris practiced medicine at CHPG.

16. At all times relevant to this Complaint, Centura employed sixteen or more employees.

17. Venue is proper pursuant to C.R.C.P. 98(c), as Defendants conduct business in and avail themselves of the commerce of Arapahoe County.

18. The Court has personal jurisdiction over the parties pursuant to C.R.S. § 13-1-124(1), as the acts and omissions giving rise to Plaintiff's claims occurred in the State of Colorado.

FACTUAL ALLEGATIONS

19. Dr. Morris is a board-certified geriatrician licensed to practice medicine by the State of Colorado. She received her B.A., with honors, from Brown University in 1975, and her M.D. from the University of Rochester in 1979. She completed her residence in family medicine at Duke University Medical Center in 1982.

20. Dr. Morris has been a practicing physician for approximately 40 years.

21. Dr. Morris specializes in primary care and geriatrics.

22. Dr. Morris's Colorado medical license was issued on April 11, 1996.

Dr. Morris's Employment Agreement with Centura

23. In July 2013, Dr. Morris began work for Centura as Medical Director for Centura's Seniors System of Care.

24. In October 2014, Dr. Morris's role at Centura changed to Medical Director for CHPG's Senior Services, a position she held until May 2017.

25. On May 1, 2017, the Hospital and Dr. Morris entered into a Physician Employment Agreement (the "Employment Agreement"). A copy of the Employment Agreement is attached to this Complaint as **Ex. 1**.

26. The Employment Agreement was amended as of July 1, 2018 and was amended again as of May 1, 2019.

27. Centura or the Hospital were the sole drafters of the Employment Agreement and its amendments.

28. The Employment Agreement provided that the Hospital was operated and managed by Centura, and that Centura could assign management duties to CHPG. **Ex. 1**, Employment Agreement at 1.

29. The Employment Agreement provided that, "[i]n furtherance of its charitable purposes and its operations, Hospital desires to employ Physician . . . **to render medical services** in the community served by Hospital." **Ex. 1**, Employment Agreement at 1 (emphasis added).

30. The Employment Agreement was for an initial term of three years, extending from May 1, 2017 to May 1, 2020. The Employment Agreement could be renewed for additional successive terms by written amendment. *Id.* ¶ 1.1.

31. The Employment Agreement further provided that Dr. Morris "shall be a part-time (0.5 FTE) employee for the term of this Agreement **performing the usual and customary duties of a physician in the practice of medicine**." **Ex. 2**, Employment Agreement Addendum No. 2 ¶ 1 (emphasis added); *see also* **Ex. 1**, Employment Agreement ¶ 1.2.

32. The Employment Agreement required Dr. Morris to "utilize Hospital facilities and refer patients to a facility owned or operated by the Hospital or Centura for items and services provided by Hospital or Centura-owned or -operated facilities." **Ex. 1**, Employment Agreement ¶ 1.5. The referral requirement was deemed by Centura to be "necessary to effectuate the legitimate **business purposes** of the compensation arrangement." *Id.* (emphasis added). The Employment Agreement provided, however, that "[i]n no event may the physician be required to make referrals that relate to services that are not provided by the physician under the scope of his or her employment contract." *Id.*

33. The Employment Agreement also provided that "Physician shall not **provide any services to or perform any procedures** in the Hospital that are in violation of the Ethical and Religious Directives for Catholic Health Care Services ["ERDs"], as promulgated by the United States Conference of Catholic Bishops, as amended from time to time and as interpreted by the local bishop." *Id.* ¶ 1.12 (emphasis added).

34. The Employment Agreement provided for termination without cause, by either party, "with at least ninety (90) days' prior written notice." *Id.* ¶ 4.1.

35. The Employment Agreement provided that it could be immediately terminated if "Physician is found by the Hospital or Centura to have been dishonest, committed material acts of misconduct or violated any law, regulation or Hospital policy." *Id.* ¶ 4.2.6.

36. The Employment Agreement also provided that it could be "terminated by either party . . . if either party commits any breach of the Agreement that has not been cured to [the] non-breaching party's reasonable satisfaction following thirty (30) days' written notice . . . ." *Id.* ¶ 4.3.

37. The Employment Agreement provided that "[a]ll questions concerning the validity or construction of this Agreement shall be determined in accordance with the laws of Colorado without regard to its conflict of law principles." *Id.* ¶ 8.1.

38. The Employment Agreement specifically provided that "[i]f any term of this Agreement violates federal, state or local law or regulation . . . then the terms of this Agreement shall be changed as necessary so that such federal, state or local law or regulation is no longer violated." *Id.* ¶ 8.10.

39. The Employment Agreement does not prohibit the filing of a lawsuit against Centura seeking declaratory relief.

40. No part of the Employment Agreement requires Dr. Morris or other Centura physicians to personally adopt Catholic, Adventist, or Christian beliefs.

41. At the time Centura entered into the Employment Agreement with Dr. Morris, Centura was aware that Dr. Morris is not a Christian.

42. Dr. Morris was interviewed for her position at Centura by Dr. Allen Kemp, then President and CEO of CHPG.

43. During the job interview with Dr. Kemp, Dr. Morris asked Dr. Kemp how she would fit in at Centura as a Jewish woman from New York. Dr. Kemp assured her it would not be a problem for Centura.

44. Dr. Morris is not a minister of the Catholic church.

45. Dr. Morris is not a minister of the Adventist church.

46. The formal title given to Dr. Morris by Centura—"Physician"—is secular.

47. Dr. Morris has no religious training in the Catholic faith.

48. Dr. Morris has no religious training in the Adventist faith.

49. At all times relevant to this Complaint, Dr. Morris did not hold herself out to be a minister of the Catholic or Adventist churches.

50. Dr. Morris did not perform any religious functions for the Catholic church.

51. Dr. Morris did not perform any religious functions for the Adventist church.

52. In the course of her employment at Centura, Dr. Morris performed exclusively secular duties.

53. Dr. Morris's job duties had no doctrinal function with respect to the Catholic church.

54. Dr. Morris's job duties had no doctrinal function with respect to the Adventist church.

55. The practice of medicine is a secular profession regulated by the State of Colorado.

56. Under relevant Colorado laws and regulations, the practice of medicine is not a religious profession.

Colorado's End-Of-Life Options Act

57. In 2016, Colorado voters approved Proposition 106, which asked voters "to permit any mentally capable adult Colorado resident who has a medical prognosis of death by terminal illness within six months to receive a prescription from a willing licensed physician for medication that can be self-administered to bring about death." Ballot title, https://www.sos.state.co.us/pubs/elections/Initiatives/titleBoard/results/2015-2016/145Results.html.

58. Proposition 106 amended the Colorado statutes to include the Colorado End-of-Life Options Act. *See* C.R.S. § 25-48-101, *et seq.* The Act went into effect on December 16, 2016.

59. The EOLOA is a neutral law of general application that applies to all physicians, health care providers, hospitals, and health care facilities in the State of Colorado.

60. On its face, the EOLOA makes no reference to any religious practice, conduct, belief, or motivation.

61. The EOLOA provides that mentally-competent, terminally-ill adult residents of Colorado may seek and receive medical aid-in-dying ("AID") medication from their physician, which the patient "may choose to self-administer to bring about a peaceful death." C.R.S. § 25-48-102(7).

62. The EOLOA allows individual physicians to choose whether or not to participate in providing AID medication under the Act. C.R.S. § 25-48-117(1).

63. Health care facilities such as Centura may only prohibit their employees from writing a prescription for AID when the individual "intends to use the medical aid-in-dying medication **on the facility's premises**." C.R.S. § 25-48-118(1) (emphasis added).

64. A health care facility that elects to prohibit its physicians from writing prescriptions for AID medication for use on its premises must notify both its physician and patients in advance of its policy. C.R.S. §§ 25-48-118(1), (3).

65. The EOLOA expressly forbids a health care facility from subjecting a physician to disciplinary action, suspension, or revocation of privileges or licenses, or any other penalty or sanction related to conduct taken in good-faith reliance on the EOLOA. C.R.S. § 25-48-118(2).

66. Other than with respect to violations of a health care facility's on-site use prohibition, a health care facility may not subject a physician to censure, discipline, suspension, or

revocation of privileges or licenses, or any other penalty for participating in the provision of AID medication in good-faith compliance with the EOLOA. C.R.S. § 25-48-116(2).

67. Any actions taken pursuant to the Act "do not, for any purpose, constitute suicide, assisted suicide, mercy killing, homicide, or elder abuse under the Colorado criminal code." C.R.S. § 25-48-121.

68. The Act provides: "Physicians and health care providers shall provide medical services under this act that meet or exceed the standard of care for end-of-life medical care." C.R.S. § 25-48-113.

69. The Act provides: "When a death has occurred in accordance with this article, the cause of death shall be listed as the underlying terminal illness . . . ." C.R.S. § 25-48-109(2).

Centura's Policy Regarding Medical Aid in Dying

70. From December 16, 2016 to February 10, 2017, Centura did not have a policy regarding the EOLOA or AID.

71. Therefore, pursuant to the EOLOA, Centura could not lawfully enforce any prohibition on AID services or medication with respect to its physicians or patients from December 16, 2016 to February 10, 2017. *See* C.R.S. § 25-48-118(1), (3).

72. On February 10, 2017, in response to the EOLOA, Centura adopted a policy entitled, "Colorado End-of-Life Options Act/Medical Aid in Dying (Centura)" (hereinafter, the "Policy").

73. The Policy applies to: "all facilities and entities owned, operated, or managed by Centura Health ("Centura Health Facilities"); physicians and providers who are employed by Centura Health; PorterCare Adventist Health System, or Catholic Health Initiatives Colorado; and physicians and providers providing services at Centura Health Facilities."

74. The Policy broadly prohibits Centura physicians and providers from "prescribing or dispensing medication intended to be used as a Medical Aid-in-Dying Medication for patients of Centura Health Facilities."

75. The Policy permits physicians and providers to "discuss the range of available treatment options with patients to ensure patients are making informed decisions with respect to their care" but prohibits physicians and providers providing services at Centura facilities from engaging "in any stage of qualifying a patient for use of Medical Aid in Dying Medication."

76. The Policy provides that "[i]f a patient at a Centura Health Facility requests Medical Aid-in-Dying Medication, the patient's physician or provider may assist the patient in transferring his or her care to a non-Centura Health facility."

77. Centura's Policy goes beyond the scope of the opt-out allowed under C.R.S. § 25-48-118(1) because it prohibits Centura physicians from prescribing AID medication for any patient, **without regard to where the patient intends to self-administer the medication**.

78. Centura's Policy also conflicts with the EOLOA because it prohibits Centura physicians from engaging in any stage of qualifying a patient for AID medication, whereas the Act only permits a health care facility to prohibit a physician from writing a prescription for AID medication when the patient intends to self-administer the medication on the facility's premises.

Dr. Morris Raises Internal Concerns about Centura's EOLOA Policy

79. Upon the promulgation of Centura's Policy, Dr. Morris recognized that the Policy restricted her medical practice—and that of other Centura physicians—in a manner not permitted by the EOLOA.

80. In 2018, Dr. Morris expressed her concerns regarding Centura's Policy to Elizabeth Phelan, Lead Chaplain at Centura-St. Anthony Hospital.

81. Ms. Phelan arranged a meeting in October 2018 between Dr. Morris and Richard D'Ambrosio, Associate General Counsel at Centura, to discuss the Policy.

82. At that meeting, Dr. Morris communicated her views and concerns about Centura's Policy to Mr. D'Ambrosio.

83. Mr. D'Ambrosio stated that he would meet with other Centura lawyers to discuss Dr. Morris's views and concerns.

84. On October 23, 2018, Mr. D'Ambrosio sent an email to Ms. Phelan, which Ms. Phelan forwarded to Dr. Morris.

85. In the email, Mr. D'Ambrosio wrote, in part: "Unfortunately, I learned from [Centura General Counsel] Kris Ordelheide that this was indeed looked at when the law was passed in Colorado, and there was clear communication from the church that employed physicians prescribing medication designed to aid in dying would violate the ERDs."

86. Mr. D'Ambrosio continued: "So, I think our only option would be to seek the advice of a Catholic medical ethicist to determine if our interpretation of the ERDs is incorrect. Otherwise, I think the policy, **while it conflicts with Colorado law**, is consistent with the ERDs and [Adventist Health System's] guidelines, and as such are required by our religious beliefs." (emphasis added).

Mr. Mahoney's Terminal Diagnosis

87. Prior to 2019, Cornelius D. Mahoney (hereinafter "Mr. Mahoney"), age 64, was generally in good health and had not experienced any serious medical issues or physical injuries.

88. In the spring of 2019, Mr. Mahoney began to experience intermittent stomach pain and nausea.

89. In June 2019, Mr. Mahoney also began to suffer from diarrhea and cramping.

90. Mr. Mahoney hoped these symptoms would be relieved by over-the-counter medications.

91. But on June 10, Mr. Mahoney experienced severe abdominal pain and vomiting and sought treatment at Centura Health Golden Emergency and Urgent Care located in Golden, Colorado.

92. Mr. Mahoney underwent a CT scan which revealed that he had multiple masses on his liver, with probable spread to his lymph nodes.

93. Mr. Mahoney was referred to Rocky Mountain Cancer Centers ("RMCC") in Lakewood for further evaluation and testing.

94. Mr. Mahoney was evaluated at RMCC on June 14 by Dr. Nauman Moazzam.

95. A liver biopsy and other testing revealed multiple liver metastases, including a tumor located at the junction of Mr. Mahoney's esophagus and stomach and a likely tumor in his chest.

96. Mr. Mahoney was diagnosed with stage IV adenocarcinoma with an unknown primary origin.

97. Adenocarcinoma is a type of cancer which originates in the glandular cells which line certain internal organs.

98. On or about July 16, Mr. Mahoney's oncologist, Dr. Moazzam, discussed the seriousness of Mr. Mahoney's diagnosis and explained to Mr. Mahoney that there is no cure for his cancer, and surgical intervention is not an option.

99. Although chemotherapy is not a cure for Mr. Mahoney's condition, Mr. Mahoney was advised chemotherapy treatment **might** extend his life by an additional several months.

100. Dr. Moazzam informed Mr. Mahoney that his life expectancy without chemotherapy would be four months, and with chemotherapy it could possibly be extended to 14 months.

Mr. Mahoney's Desire to Die Peacefully at His Own Home if his Disease Progresses

101. Mr. Mahoney was devastated by his cancer diagnosis and the grim prognosis.

102. After learning of the terminal nature of his illness, Mr. Mahoney's main concern centered on how he would die from this disease.

103. Mr. Mahoney has witnessed several deaths in his immediate family. Mr. Mahoney's mother's death was particularly slow and painful.

104. Mr. Mahoney was disturbed by how difficult and prolonged the dying experience can be.

105. Mr. Mahoney has the clear and certain desire to avoid a prolonged and painful death.

106. Mr. Mahoney wants to be able to control, to the greatest extent possible, when and where he dies and for his death to be peaceful.

107. Mr. Mahoney wants to avoid having his family witness him experience a prolonged and painful death.

108. At the time of his diagnosis, Mr. Mahoney was aware that Colorado voters had passed a proposition in 2016 which he understood would allow certain terminally ill patients in Colorado to seek AID medication from their physicians, empowering them with the means to achieve a more peaceful death.

109. Mr. Mahoney wants to obtain a prescription for aid-in-dying medication to self-administer at home if the inexorable advance of his terminal cancer causes him suffering that he finds unbearable.

Mr. Mahoney's Request for Aid-in-Dying Medication

110. On July 16, Mr. Mahoney asked Dr. Moazzam whether he would support his wish for AID medication.

111. Dr. Moazzam advised Mr. Mahoney that he would not provide AID medication.

112. Mr. Mahoney experienced severe anxiety about his diagnosis and the prospect of facing a prolonged and agonizing death.

113. On July 16, Mr. Mahoney discussed his anxiety about not being able to obtain AID medication with Hollie Brieske ("Brieske"), a Nurse Practitioner at CHPG, and asked her if he could obtain AID medication from a provider at CHPG.

114. Brieske referred Mr. Mahoney's request to Dr. Morris, who discussed the issue with Brieske on July 16 and reviewed Mr. Mahoney's medical chart that same day.

115. Dr. Morris evaluated Mr. Mahoney on July 22. Mr. Mahoney again expressed his certain and clear desire for AID medication.

116. Mr. Mahoney also informed Dr. Morris that he desired to self-administer AID medication at home and did not intend to use AID medication at any of Centura's facilities.

117. Dr. Morris explained to Mr. Mahoney that, while Proposition 106 had made AID medication available in Colorado, it was not available at Centura because Centura's policy prohibited its physicians from prescribing AID medication, even in cases where the patient intends to use it at home.

118. Dr. Morris did not encourage Mr. Mahoney to pursue a prescription for AID medication.

119. Dr. Morris explained that she could offer Mr. Mahoney treatment options other than providing AID medication, such as palliative care and hospice care.

120. Mr. Mahoney did not wish to pursue palliative or hospice care in lieu of AID medication.

121. Dr. Morris then suggested to Mr. Mahoney that he try to transfer care to a provider who would be permitted by institutional policy to provide AID medication.

122. Dr. Morris believes a transfer of care for a patient with advanced illness such as in Mr. Mahoney's case is not a choice she considers professionally or ethically appropriate, as it is not in the best interests of the patient.

123. Dr. Morris believes that patients who seek AID medication are managing a multitude of stresses and a transfer of care would exacerbate the situation.

124. In her independent medical judgement, Dr. Morris would not have considered suggesting Mr. Mahoney transfer his care to receive AID medication and would have instead determined whether Mr. Mahoney qualified for AID medication under the EOLOA and, if so, followed the processes laid out in the Act.

125. After Mr. Mahoney's conversation with Dr. Morris, Mr. Mahoney called the University of Colorado Anschutz Medical Campus ("CU Anschutz") to inquire about what it would take to obtain AID medication from one of its health care providers.

126. CU Anschutz advised Mr. Mahoney that, in order to obtain AID medication he would need to transfer all of his care to that facility and undergo a complete reevaluation of his condition, which would likely involve additional CT scans, biopsies, blood work, and other tests that had already been performed.

127. Mr. Mahoney did not want to transfer his care to a different facility and endure additional testing related to his diagnosis.

128. Mr. Mahoney also did not want to transfer his care because he had developed a good relationship with his caregivers, including Dr. Morris, at a location that is convenient for him.

129. The continuity of care at CHPG with Brieske and Dr. Morris was important for Mr. Mahoney's physical and emotional well-being.

130. In her capacity as Mr. Mahoney's physician and a Centura/CHPG employee, Dr. Morris never encouraged Mr. Mahoney to pursue AID medication.

131. In her capacity as Mr. Mahoney's physician and a Centura/CHPG employee, Dr. Morris did not begin the process of qualifying Mr. Mahoney for AID medication under the EOLOA.

132. Dr. Morris never prescribed AID medication to Mr. Mahoney.

133. Dr. Morris did not provide any services to Mr. Mahoney related to AID.

134. Dr. Morris did not perform any procedures on Mr. Mahoney related to AID.

135. Dr. Morris told Mr. Mahoney that Centura's policy prohibited her from engaging in any stage of qualifying Mr. Mahoney for AID medication, and that she could not and would not do so unless and until the policy changed.

136. Mr. Mahoney and Dr. Morris both reasonably believed that the EOLOA conflicted with Centura's Policy.

137. Indeed, Centura's general counsel had already acknowledged that its Policy conflicted with Colorado law.

138. Because Dr. Morris and Mr. Mahoney reasonably believed that Centura's Policy violated Colorado law, they determined to jointly seek a judicial declaration resolving the apparent conflict.

139. At no time did Dr. Morris intend to violate Centura's Policy.

140. Dr. Morris did not, and would not have, provided any AID-related services to Mr. Mahoney without a judicial declaration that the Policy was unlawful or unenforceable.

141. Mr. Mahoney understood and agreed that Dr. Morris could not and would not assist Mr. Mahoney in obtaining AID medication unless and until the conflict between the EOLOA and Centura Policy was resolved by the Colorado courts.

Dr. Morris's Termination by Centura

142. On August 21, 2019, Mr. Mahoney and Dr. Morris filed an action in the District Court for Arapahoe County, Colorado seeking declaratory relief (the "August 21, 2019 Lawsuit").

143. More particularly, the August 21, 2019 Lawsuit sought a declaration resolving what Mr. Mahoney and Dr. Morris reasonably believed was a conflict between the EOLOA and Centura Policy—namely, that the EOLOA only permits health care facilities to prohibit employed physicians from prescribing AID medication to patients intending to self-administer the medication on the facility's premises and provides anti-retaliation and safe harbor provisions for individual physicians acting in good faith in accordance with the Act, whereas Centura's policy prohibits its employed physicians from prescribing AID medication to their patients under any circumstance.

144. No damages or other remedies, apart from a judicial declaration, were sought by the August 21, 2019 Lawsuit.

145. On August 26, 2019, Dr. Morris was approached by several Centura executives, who stated that Centura was terminating her, effective immediately, and handed her a letter from Vance McLarren, president of CHPG, dated August 26, 2019 (the "Termination Letter").

146. After being handed the Termination Letter, Centura personnel took Dr. Morris's hospital badge and computer, and escorted her out of the building in front of her colleagues.

147. The Termination Letter states, in part: "When you signed [the Employment Agreement], you agreed that you would neither provide any services nor perform any procedures in the Hospital that are in violation of the [ERDs]. As a matter of religious doctrine, those Directives declare that suicide and euthanasia are never morally acceptable options and prohibit participation or cooperation in any intentional hastening of a person's natural death."

148. The Termination Letter further states: "Rather than encouraging patient Cornelius Mahoney to receive care consistent with that doctrine or transferring care to other providers, you have encouraged a morally unacceptable option. It is our religious judgment that your conduct in relation to Mr. Mahoney violates the religious principles upon which the Hospital operates and warrants the termination of your employment for cause, effective immediately, pursuant to Sections 1.12 and 4.2.6 of [the Employment Agreement]."

Centura's Public Statements

149. Following Dr. Morris's termination, Centura officials have made several varying and conflicting statements in the media regarding why Centura terminated Dr. Morris.

150. According to 9News Denver, "Centura Health CEO Peter Banko said they were surprised when they got the lawsuit from Morris." Sonia Gutierrez, *Centura Health responds to lawsuit involving medically assisted suicide*, 9News Denver, September 12, 2019, available at: https://www.9news.com/article/news/health/centura-health-responds-to-lawsuit-filed-over-medically-assisted-suicide/73-23ddb921-8111-41f2-9c83-0ca5857a7f1d.

151. In addition, according to 9News Denver, Centura claims Dr. Morris "was fired not because of the lawsuit, but because of what she said in it, that her values aren't the same as [ours]." *Id.*

152. In particular, Banko stated to 9News Denver that: "Had she never said any of that, we wouldn't be discussing the termination of her employment." *Id.*

153. Regarding Centura's Motion to Dismiss the August 21, 2019 lawsuit, Banko told the Associated Press: "We're only asking them for asking clarity [sic] around how the law works for those who chose to opt out." Colleen Slevin, *Centura Health says clarity is needed on Colorado's assisted suicide law after lawsuit*, AP, September 13, 2019, available at: https://coloradosun.com/2019/09/13/centura-health-aid-in-dying-lawsuit-update/.

154. Notably, in filing the August 21, 2019 Lawsuit, Dr. Morris was also seeking clarity as to the meaning of the EOLOA and the lawfulness of Centura's Policy.

155. On September 18, 2019, Banko was interviewed by Colorado Public Radio's *Colorado Matters* and stated: "We ask all of our caregivers to abide by a code of conduct, just to align our mission and values with actions and behaviors. For our physician partners, in this case Dr. Morris, she signed a Physician Employment Agreement . . . and we asked her to abide by a similar code of conduct which included not providing any services that are in violation of the Ethical and Religious Directives for Catholic Health Care Services, which you have to read, are complicated and nuanced, but the basic thing is it included any intentional hastening of a person's natural death."

156. Banko also admitted that: "In and of itself, filing a lawsuit did not violate [Dr. Morris's] employment agreement."

157. Banko further stated: "But [Dr. Morris] did, as part of [filing the August 21, 2019 lawsuit], publicly admit through an affidavit that she expressed her disagreement with the Ethical and Religious Directives and expressed her intent to violate the ERDs, and that breached her employment agreement, and that is why we terminated her employment."

FIRST CLAIM FOR RELIEF
(Wrongful Discharge in Violation of Public Policy)
(Against all Defendants)

158. Plaintiff hereby incorporates all paragraphs of this Complaint as though fully set forth herein.

159. The wrongful discharge in violation of public policy tort is grounded in the notion that an employer cannot discharge an employee for reasons that contravene specific and substantial public policies.

160. The wrongful discharge in violation of public policy tort is implicated where, as here, an employee exercises a statutory right or duty relating to public health, safety or welfare, or exercises an important work-related right or privilege and is discharged as a result.

161. Statutes by their nature are the most reasonable and common sources for defining public policy.

162. The sources of public policy that can support a claim for wrongful discharge include important work-related rights and statutes related to public health, safety, and welfare.

163. Defendants' termination of Dr. Morris's employment violated public policy as set forth in the Uniform Declaratory Judgments Law, the Colorado End-of-Life Options Act, and Colorado law and statutes regarding the corporate practice of medicine.

Uniform Declaratory Judgments Law

164. The Uniform Declaratory Judgments Law provides that "[a]ny person interested under a . . . written contract . . . or whose rights, status, or other legal relations are affected by a statute . . . may have determined any question of construction or validity arising under the . . . statute [or] contract . . . and obtain a declaration of rights, status, or other legal relations thereunder." C.R.S. § 13-51-106.

165. The Legislature of the State of Colorado has declared that the Uniform Declaratory Judgments Law "is to be liberally construed and administered." C.R.S. § 13-51-102.

166. C.R.S. § 13-51-106 thus mandates a public policy that protects employees who seek a judicial declaration of their rights or status under the law.

167. Insofar as it enables workers in the State of Colorado to petition the state courts for declaratory relief regarding their legal rights and status as workers, the Uniform Declaratory Judgments Law is a clearly expressed public policy establishing important work-related rights. *See Martin Marietta Corp. v. Lorenz*, 823 P. 2d 100, 109 (Colo. 1992).

168. Dr. Morris's rights, status, and/or legal relations are affected by one or more statutes, contracts, and policies, including but not limited to the Employment Agreement, Centura's Policy, the EOLOA, and Colorado's Corporate Practice of Medicine statute, codified at C.R.S. § 25-3-103.7(3).

169. Dr. Morris reasonably believed that she had a right to seek declaratory relief with respect to her rights and obligations under the law.

170. Defendants were aware or reasonably should have been aware that Dr. Morris believed she had a right to seek declaratory relief with respect to her rights and obligations under the law.

171. Defendants punished or otherwise retaliated against Dr. Morris for her participation in the judicial system and for having sought declaratory relief with respect to the Employment Agreement by, in part, terminating her employment.

Colorado End-of-Life Options Act

172. The EOLOA was passed in 2016 by an overwhelming majority of Colorado voters. As enacted, the EOLOA represents Colorado's view that providing compassionate end-of-life care for the terminally ill furthers the public interest and promotes the health, safety, and welfare of its citizens.

173. Insofar as it establishes a right to medical aid-in-dying and regulates the provision of aid-in-dying medication, the EOLOA establishes a clearly-expressed public policy relating to public health, safety, or welfare.

174. Due to these important public interests, the EOLOA contains an anti-retaliation provision, providing in part: "[A] health care provider or professional organization or association shall not subject an individual to any of the following for participating or refusing to participate in good-faith compliance under this article: (a) Censure, (b) Discipline, (c) Suspension, (d) Loss of license, privileges, or membership; or (e) Any other penalty." C.R.S. § 25-48-116.

175. The EOLOA also provides, in part: "[a] health care facility or health care provider shall not subject a physician . . . to discipline, suspension, loss of license or privileges, or any other

penalty or sanction for actions taken in good-faith reliance on this article . . . ." C.R.S. § 25-48-118(2).

176. The EOLOA thus mandates that employees are protected from discipline or other penalty for their good-faith participation in activity under EOLOA.

177. Insofar as it provides specific protections and immunities to physicians and other healthcare providers with respect to medical aid-in-dying, the EOLOA is a source of clearly-established work-related rights.

178. At all relevant times, Dr. Morris reasonably and in good faith believed that her actions complied with the EOLOA.

179. At all relevant times, Dr. Morris reasonably and in good faith relied on the EOLOA.

180. Defendants were aware or reasonably should have been aware that Dr. Morris believed she was in compliance with the EOLOA.

181. Defendants were aware or reasonably should have been aware that Dr. Morris believed she was in reliance on the EOLOA.

182. Defendants punished or otherwise retaliated against Dr. Morris because of her good-faith compliance with and/or good-faith reliance on the EOLOA by, in part, terminating Dr. Morris's employment.

Corporate Practice of Medicine

183. C.R.S. § 12-36-134(7)(a) provides that: "[c]orporations shall not practice medicine."

184. C.R.S. § 25-3-103.7(3) provides, in part, that: "Nothing in this section shall be construed to allow any health care facility that employs a physician to limit or otherwise exercise control over the physician's independent professional judgment concerning the practice of medicine or diagnosis or treatment or to require physicians to refer exclusively to the health care facility or to the health care facility's employed physicians."

185. Colorado law regarding the corporate practice of medicine makes clear that health care entities, such as Centura, "cannot control the independent medical judgment of its employees." *Estate of Harper ex rel. Al-Hamim v. Denver Health & Hosp. Auth.*, 140 P.3d 273, 278 (Colo. App. 2006); *see also Pediatric Neurosurgery, P.C. v. Russell*, 44 P.3d 1063, 1067 (Colo. 2002). That is, "**as a matter of law, they are unable to control the medical practice of [employed] physicians**." *Anderson v. HCA-Healthone LLC*, No. 09-CV-00704-CMA-KMT, 2010 WL 376983, at *4 (D. Colo. Jan. 25, 2010) (citations omitted, emphasis added).

186. As the Colorado Supreme Court has explained, "[this] doctrine stems from a concern that corporations have distinct interests from those of doctors and that patients will receive inferior care if corporations have any control over physicians' medical judgment." *Pediatric Neurosurgery, P.C. v. Russell*, 44 P.3d 1063, 1067 (Colo. 2002) (citing Bruce A. Johnson, *The Corporate Practice of Medicine: A Trap for the Unwary*, 20 COLO. LAW. 2503, 2503 (1991)).

187. "The public policy considerations underlying the prohibition of the corporate practice of medicine are '(1) lay control over professional judgment; (2) commercial exploitation of the medical practice; and (3) division of the physician's loyalty between patient and employer." *Hall v. Frankel*, 190 P.3d 852 (Colo. App. 2008) (quoting Jeffery F. Chase-Lubitz, *The Corporate Practice of Medicine Doctrine: An Anachronism in the Modern Health Care Industry*, 40 VAND. L. REV. 445, 467 (1987)).

188. C.R.S. §§ 12-36-134(7)(a) and 25-3-103.7(3) and Colorado law regarding the corporate practice of medicine thus mandate a public policy against an employer's control of, and interference with, an employed physician's medical judgment and practice.

189. Insofar as C.R.S. §§ 12-36-134(7)(a) and 25-3-103.7(3) and Colorado law regarding the corporate practice of medicine fundamentally relate to practice of medicine in the State of Colorado, they express public policy relating to public health, safety, or welfare.

190. With respect to the medical care or treatment of Mr. Mahoney, Dr. Morris sought to exercise her independent medical judgment.

191. Defendants were aware or reasonably should have been aware that Dr. Morris sought to exercise her independent medical judgment with respect to Mr. Mahoney's medical care or treatment.

192. Defendants punished or otherwise retaliated against Dr. Morris because she sought to exercise her independent medical judgment with respect to Mr. Mahoney's medical care or treatment by, in part, terminating Dr. Morris's employment.

193. As a direct result of Defendants' actions, Dr. Morris has suffered significant injuries, damages, and losses to be determined at trial.

SECOND CLAIM FOR RELIEF
(Breach of Contract)
(Against all Defendants)

194. Plaintiff hereby incorporates all paragraphs of this Complaint as though fully set forth herein.

195. As set forth in the Employment Agreement, Defendants entered into a contract with Dr. Morris to employ her for a term of three years, from May 1, 2017 to May 1, 2020.

196. Paragraph 8.1 of the Employment Agreement provides that "[a]ll questions concerning the validity or construction of this Agreement shall be determined in accordance with the laws of Colorado without regard to its conflict of law principles."

197. Defendants terminated Dr. Morris's employment on August 26, 2019 and thus failed to employ her for the term of years required by contract.

198. Dr. Morris substantially performed her obligations under the Employment Agreement.

199. Centura's Colorado End-of-Life Options Act/Medical Aid in Dying policy conflicts with EOLOA, C.R.S. §§ 12-36-134(7)(a) and 25-3-103.7(3), and Colorado law regarding the corporate practice of medicine, and is therefore void or unenforceable as against public policy.

200. Nonetheless, because Dr. Morris did not prescribe or dispense AID medication and did not engage in any stage of qualifying a patient for use of AID medication, Dr. Morris did not violate Centura's Colorado End-of-Life Options Act/Medical Aid in Dying policy.

201. Paragraph 1.12 of the Employment Agreement, requiring Dr. Morris to abide by the Ethical and Religious Directives for Catholic Health Care Services promulgated by the United States Conference of Catholic Bishops, conflicts with EOLOA, C.R.S. §§ 12-36-134(7)(a) and 25-3-103.7(3), and Colorado law regarding the corporate practice of medicine, and is therefore void or unenforceable as against public policy.

202. Paragraph 1.12 of the Employment Agreement is severable, and its unenforceability does not in any way impair or invalidate the remaining provisions of the Employment Agreement.

203. Nonetheless, because Dr. Morris did not prescribe or dispense AID medication and did not engage in any stage of qualifying a patient for use of AID medication, Dr. Morris did not violate the Ethical and Religious Directives and did not violate ¶ 1.12 of the Employment Agreement.

204. The Employment Agreement does not prohibit the filing of a lawsuit against Centura seeking declaratory relief.

205. The Employment Agreement does not prohibit Dr. Morris, in her individual capacity, from expressing disagreement with the Ethical and Religious Directives for Catholic Health Care Services.

206. The plain language of ¶ 1.12 of the Employment Agreement, which provides that "Physician shall not provide any services to or perform any procedures in the Hospital that are in violation of the Ethical and Religious Directives," does not prohibit Centura's employed

physicians from holding views or opinions that are inconsistent with the Ethical and Religious Directives.

207. As set forth in ¶ 4.3 of the Employment Agreement, Centura agreed to provide Dr. Morris 30 days' notice prior to termination in the event of any alleged breach of the Employment Agreement, including any alleged breach of ¶ 1.12 of the Employment Agreement.

208. Defendants failed to provide notice of any alleged breach of Employment Agreement, including any alleged violation of the Ethical and Religious Directives for Catholic Health Care Services, as required by ¶ 4.3 of the Employment Agreement.

209. Defendants' failure to provide Dr. Morris with such notice constitutes a breach of the Employment Agreement.

210. As set forth in ¶ 4.3 of the Employment Agreement, Defendants agreed to provide Dr. Morris with an opportunity to cure any alleged breach of the Employment Agreement prior to termination, including any alleged breach of ¶ 1.12 of the Employment Agreement.

211. Defendants failed to provide Dr. Morris with an opportunity to cure or remedy any alleged breach of the Employment Agreement, as required by ¶ 4.3 of the Employment Agreement.

212. Defendants' failure to provide Dr. Morris with such opportunity to cure constitutes a breach of the Employment Agreement.

213. Defendants' termination of Dr. Morris for the views she expressed in an affidavit filed in support of the August 21, 2019 lawsuit constitutes a breach of the Employment Agreement.

214. Defendants breached the Employment Agreement when they unlawfully terminated Dr. Morris's employment in retaliation for seeking declaratory relief pursuant to C.R.S. § 13-51-106.

215. Defendants' unlawful termination of Dr. Morris due to her good-faith participation in, compliance with, or reliance on the EOLOA constitutes a breach of the Employment Agreement.

216. Defendants' unlawful interference with Dr. Morris's independent medical judgment constitutes a breach of the Employment Agreement.

217. Defendants' unlawful prohibition of legal activities as a condition of employment constitutes a breach of the Employment Agreement.

218. As a direct result of Defendants' actions, Dr. Morris has suffered significant injuries, damages, and losses to be determined at trial.

THIRD CLAIM FOR RELIEF
(Unlawful Prohibition of Legal Activities as a Condition of Employment)
(Colorado Lawful Off-Duty Activities Statute, C.R.S. § 24-34-402.5(1))
(Against all Defendants)

219. Plaintiff hereby incorporates all paragraphs of this Complaint as though fully set forth herein.

220. As a condition of her employment, Defendants prohibited Dr. Morris from seeking declaratory relief.

221. As a condition of her employment, Defendants prohibited Dr. Morris from expressing her views or opinions regarding medical aid-in-dying.

222. Dr. Morris's participation in the August 21, 2019 declaratory relief action was lawful activity engaged in off the premises of Centura, during non-working hours.

223. Dr. Morris's statements made in an affidavit in support of the August 21, 2019 declaratory relief action were lawful activity engaged in off the premises of Centura, during non-working hours.

224. Restricting employed physicians from seeking declaratory relief regarding their employment agreements does not relate to a bona fide occupational requirement of physicians.

225. Restricting employed physicians from seeking declaratory relief regarding their employment agreements does not reasonably and rationally relate to the employment activities and responsibilities of Dr. Morris or other Centura physicians.

226. Restricting employed physicians from seeking declaratory relief regarding their employment agreements is not necessary to avoid a conflict of interest with any responsibilities to Centura or the appearance of such a conflict of interest.

227. Restricting employed physicians from publicly holding beliefs or opinions that do not conform to the Ethical and Religious Directives for Catholic Health Care Services does not relate to a bona fide occupational requirement of physicians.

228. Restricting employed physicians from publicly holding beliefs or opinions that do not conform to the Ethical and Religious Directives for Catholic Health Care Services does not reasonably and rationally relate to the employment activities and responsibilities of Dr. Morris or other Centura physicians.

229. Restricting employed physicians from publicly holding beliefs or opinions that do not conform to the Ethical and Religious Directives for Catholic Health Care Services is not

necessary to avoid a conflict of interest with any responsibilities to Centura or the appearance of such a conflict of interest.

230. As a direct result of Defendants' actions, Dr. Morris has suffered significant injuries, damages, and losses to be determined at trial.

FOURTH CLAIM FOR RELIEF
(Knowing or Reckless Interference with the Independent Practice of Medicine)
(C.R.S. § 25-3-103.7(3))
(Against all Defendants)

231. Plaintiff hereby incorporates all paragraphs of this Complaint as though fully set forth herein.

232. The EOLOA allows licensed Colorado physicians to prescribe AID medication to terminally-ill patients pursuant to procedures specified by the Act.

233. The EOLOA allows health care facilities to prohibit the use of AID medication on their premises but does not permit a facility from prohibiting its employed physicians from prescribing AID medication to patients for them to self-administer at home or from engaging in any other stage of qualifying a patient for AID medication under the EOLOA.

234. By prohibiting Dr. Morris for prescribing AID medication under any circumstance, taking any step towards qualifying a patient for AID medication, and from engaging in any activity it deemed encouraged AID, Defendants sought to substitute their religious principles for Dr. Morris's independent professional judgment concerning the practice of medicine.

235. By prohibiting Dr. Morris for prescribing AID medication under any circumstance, taking any step towards qualifying a patient for AID medication, and from engaging in any activity it deemed to encourage AID, Defendants knowingly or recklessly limited or controlled Dr. Morris's independent medical practice, in violation of C.R.S. § 25-3-103.7(3) and Colorado law regarding the corporate practice of medicine.

236. C.R.S. § 25-3-103.7(3) provides that: "Any health care facility that knowingly or recklessly so limits or controls a physician in such manner or attempts to do so shall be deemed to have violated standards of operation for the particular type of health care facility and may be held liable to the patient or the physician, or both, for such violations, including proximately caused damages."

237. Defendants' actions constitute the prohibited corporate practice of medicine and violate the standards of operation for health care facilities in the State of Colorado.

238. As a direct result of Defendants' actions, Dr. Morris has suffered significant injuries, damages, and losses to be determined at trial.

FIFTH CLAIM FOR RELIEF
(Retaliation in Violation of the Colorado End-of-Life Options Act)
(C.R.S. §§ 25-48-116 and 25-48-118(2))
(Against all Defendants)

239. The Colorado End-of-Life Options Act, C.R.S. § 25-48-116, provides that: "[e]xcept as provided for in section 25-48-118, a health care provider . . . shall not subject an individual to any of the following for participating or refusing to participate in good-faith compliance under this article: (a) Censure; (b) Discipline; (c) Suspension; (d) Loss of license, privileges, or membership; or (e) Any other penalty."

240. The EOLOA, C.R.S. § 25-48-118(1), provides that: "[a] health care facility may prohibit a physician employed or under contract from writing a prescription for medical aid-in-dying medication for a qualified individual who intends to use the medical aid-in-dying medication on the facility's premises."

241. The EOLOA, C.R.S. § 25-48-118(2), further provides that: "[a] health care facility or health care provider shall not subject a physician . . . to discipline, suspension, loss of license or privileges, or any other penalty or sanction for actions taken in good-faith reliance on this article . . . ."

242. Thus, under the EOLOA, a health care facility may only prohibit its employed physicians from writing a prescription for AID medication for individuals who intend to use the medication on the facility's premises.

243. The EOLOA allows individual physicians to choose whether or not to participate in providing AID medication under the Act. C.R.S. § 25-48-117(1)

244. In addition, the End-of-Life Options Act prohibits retaliation against, the discipline of, or the termination of a physician for actions taken in good-faith compliance with or good-faith reliance on the Act.

245. A private civil remedy may be implied where (1) the plaintiff is part of the class of persons the statute is intended to benefit; (2) the statute indicates an implicit intent to create a private right of action; and (3) an implied right of action is consistent with the purposes of the statute. *See Allstate Ins. Co. v. Parfrey*, 830 P.2d 905, 910 (Colo. 1992).

246. As a physician providing care to terminally-ill patients, Dr. Morris is part of the class of persons the EOLOA is intended to benefit.

247. The EOLOA indicates an intent to create a private right of action by explicitly protecting physicians who act in good-faith compliance with or reliance on the Act.

248. Such a right of action is consistent with the explicitly-stated purposes of EOLOA, namely, to protect physicians and other individuals who engage in activity in good-faith reliance upon the statute.

249. The EOLOA does not otherwise create a remedial scheme that is inconsistent with a private right of action.

250. The EOLOA thus provides a private right of action for physicians and others who have been subjected to termination, discipline, or other penalty as a result of their participation in good-faith compliance with the Act or their good-faith reliance on the Act.

251. Dr. Morris's actions with respect to Mr. Mahoney were taken in good-faith reliance on and good-faith compliance with the EOLOA in that she believes her care of Mr. Mahoney was permitted by the Act and comported with any requirements under the Act.

252. Dr. Morris's participation in the August 21, 2019 lawsuit is in good-faith reliance on the EOLOA in that she believes the Act conflicts with Centura's Policy and ¶ 1.12 of the Employment Agreement.

253. Pursuant to C.R.S. § 25-48-116, Defendants could not terminate or otherwise discipline Dr. Morris for participating in good-faith compliance with the EOLOA.

254. Pursuant to C.R.S. § 25-48-118(1), Defendants could not terminate or otherwise discipline Dr. Morris for her good-faith reliance on the EOLOA, other than to prohibit the writing of a prescription for AID medication to an individual who intends to use the medication on Centura's premises.

255. Defendants' termination of Dr. Morris was due to her good-faith compliance with or good-faith reliance on the EOLOA.

256. As a direct result of Defendants' actions, Dr. Morris has suffered significant injuries, damages, and losses to be determined at trial.

RELIEF REQUESTED

WHEREFORE, Plaintiff requests this Court enter judgment for the following relief:

1. All declaratory relief and injunctive relief, as appropriate;

2. Actual economic damages as established at trial;

3. Compensatory damages, including but not limited to those for future pecuniary and non-pecuniary losses, emotional pain, suffering, inconvenience, mental anguish, loss of enjoyment of life, and other non-pecuniary losses;

4. Punitive damages for all claims as allowed by law in an amount to be determined at trial;

5. For recoverable pre-judgment and post-judgment interest at the highest lawful rate;

6. Attorneys' fees and costs; and

7. Such further relief as justice requires.

PLAINTIFF DEMANDS A JURY TRIAL ON ALL ISSUES SO TRIABLE

DATED this 7th day of October 2019.

RATHOD | MOHAMEDBHAI LLC

/s/ Felipe Bohnet-Gomez

Felipe Bohnet-Gomez (Reg. No. 53013)
Matthew J. Cron (Reg. No. 45685)
Qusair Mohamedbhai (Reg. No. 35390)

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Katherine A. Roush (Reg. No. 39267)
Melanie MacWilliams-Brooks (Reg. No. 45322)
Daniel S. Foster (Reg. No. 27282)

ATTORNEYS FOR PLAINTIFF

Certificate of Service

The undersigned hereby certifies that on this 7th day of October 2019, a copy of the foregoing First Amended Complaint was served through the Colorado Courts E-Filing System on the following:

Melvin B. Sabey, #9941
Hall Render Killian Heath & Lyman, P.C.
1512 Larimer Street, Suite 300, Denver, CO 80202
melsabey@hallrender.com

Attorneys for Defendant Centura Health Corporation

/s/ Felipe Bohnet-Gomez
Felipe Bohnet-Gomez

PHYSICIAN EMPLOYMENT AGREEMENT

THIS PHYSICIAN EMPLOYMENT AGREEMENT ("Agreement") is effective as of May 1, 2016 ("Effective Date") by and between Catholic Health Initiatives Colorado, a Colorado nonprofit corporation, doing business as **Centura Health-St. Anthony Hospital** ("Hospital"), and **Barbara Morris, M.D.** ("Physician").

RECITALS

Hospital is operated and managed by Centura Health Corporation, a Colorado nonprofit corporation ("Centura"), which may assign management duties to its Centura Health Physician Group division ("CHPG").

Hospital is a tax-exempt organization pursuant to Section 501(c)(3) of Internal Revenue Code of 1986, as amended.

In furtherance of its charitable purposes and its operations, Hospital desires to employ Physician and Physician desires to be employed to render medical services in the community served by Hospital ("Community").

Physician and Hospital's affiliate, Centura Health-Porter Adventist Hospital ("Porter"), previously entered into that certain Physician Employment Agreement effective as of July 1, 2016 ("Porter Employment Agreement"). The parties intend that this Agreement terminate the Porter Employment Agreement.

Physician is board certified or board eligible in Geriatrics.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. TERM AND OBLIGATIONS OF PHYSICIAN

1.1 Term. This Agreement shall be for an initial term of three (3) years, commencing on the Effective Date ("Initial Term"), unless earlier terminated as provided herein. This Agreement may be renewed for additional successive terms by written amendment executed by the parties hereto.

1.2 Employment Status. Physician (i) shall be a full-time employee for the term of this Agreement performing the usual and customary duties of a physician in the practice of medicine as a 0.5 FTE and performing as the Centura Community Health Medical Director of Health SET and SET Clinics as a 0.45 FTE; and (ii) shall render such services in such manner and at such times and locations as are reasonably determined by Hospital.

1.3 Professional Standards. As a condition precedent to any obligation of Hospital to employ Physician, Physician shall:

1.3.1 Obtain and maintain throughout the term of this Agreement an unrestricted license to practice medicine in Colorado;

1.3.2 Obtain and maintain throughout the term of this Agreement an unrestricted Drug Enforcement Administration ("DEA") registration;

1.3.3 Be board certified (or within a post-residency board-eligibility period) in Physician's specialty, by a board acceptable to Hospital.

1.4 Medical Staff Membership and Hospital Privileges. Throughout the term of this Agreement, and as a condition precedent to any obligation of Hospital to employ Physician, Physician shall be a member of the Medical Staff of Hospital. In addition, Physician shall maintain clinical and other privileges at Hospital determined by Hospital to be necessary for the provision of the medical services contemplated herein.

1.5 Referrals for Items and Services. To promote patient satisfaction and continuity of care and to the extent permitted by applicable law and subject to the terms of this Section 1.5, Physician shall utilize Hospital facilities and refer patients to a facility owned or operated by the Hospital or Centura for items and services provided by Hospital or Centura-owned or -operated facilities. Accordingly, Physician shall not utilize or refer patients to another facility unless: (1) Physician notifies Hospital; and (2) one of the following conditions is met:

1.5.1 A Hospital or Centura-owned or -operated facility does not provide the item or service; or

1.5.2 The patient is already admitted to another facility ER unit and Physician is providing call coverage to said facility; or

1.5.3 The patient's insurer directs that a different provider must furnish the item or service; or

1.5.4 The patient expresses a preference for a different provider, practitioner or supplier; or

1.5.5 The referral to a Hospital or Centura-owned or -operated facility is not in the patient's best medical interests in Physician's judgment.

The required referrals relate solely to the physician's services covered by the scope of the employment or the contract, and the referral requirement is reasonably necessary to effectuate the legitimate business purposes of the compensation arrangement. In no event may the physician be required to make referrals that relate to services that are not provided by the physician under the scope of his or her employment contract.

1.6 Medical Records. Physician shall complete appropriate medical record entries concerning all examinations, procedures and other services performed by Physician pursuant to this Agreement, in compliance with Hospital and CHPG policies. In the event that Physician fails to dictate, write or adequately document medical records and billings in a timely manner and if the failure to complete records continues after Physician has been notified of the need to complete the records, Hospital has the right to withhold up to fifty percent (50%) of the Physician's compensation until such documentation has been completed to Hospital's satisfaction, in addition to any conditions or resolution the Hospital may impose while Physician

Exhibit 1

is employed. If Physician's employment ends for any reason before records are completed as described in the prior sentence, then Physician authorizes the Hospital to withhold the maximum amount permitted by law, from the payment of any and all moneys due to Physician, whether in the form of wages, salary, or other compensation, including but not limited to, reimbursable expenses, incentive compensation, other compensation, and any other payments due to Physician.

1.7 Administrative Activities. Physician shall, as directed by Hospital, undertake from time to time activities on behalf of Hospital, such as research, teaching, medical administrative duties, supervision of allied health care professionals, education of members of the Hospital's Medical Staff, personnel evaluation, business office oversight, vendor evaluation, equipment evaluation and other similar activities.

1.8 Professional Fees. All revenue from the professional activities of the Physician pursuant to this Agreement shall belong solely to Hospital and is to be paid to Hospital. Any such revenue received by Physician shall be promptly delivered or paid to Hospital without deduction therefrom. Physician hereby irrevocably appoints Hospital as Physician's sole agent for billing and collection of fees for services delivered hereunder and authorizes Hospital, or its agent, to take all action and execute all documents reasonably required for the collection of such revenue. Hospital shall fix professional fee schedules from time to time. No amount shall be billed directly by Physician.

Physician further agrees to participate in the ARRA Incentive Program for Meaningful Use of a Physician Practice Electronic Health Record ("EHR Program"). In recognition that Hospital has expended substantial funding for development of the EHR Program and is entitled to receive physician incentive payments to offset costs incurred, Physician and Hospital agree that this Section 1.8 providing for assignment by Physician to Hospital for all payments received for services performed by Physician shall include assignment of incentive payments received in connection with use of the EHR Program.

1.9 No Right to Contract. Physician shall not represent to any third person or entity that Physician is authorized to enter into any contract for or on behalf of Hospital and shall not execute any contract for or on behalf of Hospital or attempt to bind Hospital to any obligation without Hospital's specific and prior written consent.

1.10 Compliance with Policies, Laws and Accreditation Standards. At all times during the term of this Agreement, Physician shall comply in all material respects with (i) applicable state and federal laws and regulations and local ordinances, including without limitation, laws and regulations under the Medicare and Medicaid programs, and those promulgated in connection with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); (ii) applicable standards, rules and regulations of the Hospital's Medicare professional review organization, the Hospital's Medicare Administrative Contractor, third party payors, The Joint Commission, or other entities that exercise authority to regulate, administer, accredit, reimburse or otherwise set standards for the Hospital, and (iii) Hospital and CHPG policies and procedures.

1.11 Intentionally omitted.

1.12 Ethical and Religious Directives. Physician shall not provide any services to or perform any procedures in the Hospital that are in violation of the Ethical and Religious Directives for Catholic Health Care Services (the "Directives"), as promulgated by the United States Conference of Catholic Bishops, as amended from time to time and as interpreted by the local bishop.

1.13 Medical Director. Physician shall provide Medical Director duties for Centura Community Health for Health SET and SET Clinics. The duties and responsibilities of Physician with regard to such Medical Director position are set forth on **Exhibit A**. Physician shall complete such time records as reasonably requested by Hospital in the form set forth in **Exhibit B** or such other form as Hospital may specify from time to time. Hospital may withhold payment of compensation pending Physician's accurate and timely completion and submittal of time records.

2. COMPENSATION

2.1 Professional Services. [redacted]

2.2 Salary Guarantee. [redacted]

2.3 Medical Director Compensation. [redacted]

3. INSURANCE

3.1 Hospital shall obtain and maintain for Physician a claims-made policy of malpractice insurance covering professional actions or omissions by Physician and those under Physician's direction pursuant to and during the term of this Agreement, through self-insurance arrangements or through insurance companies licensed to do business in Colorado, with coverage in minimum amounts of One Million Dollars ($1,000,000.00) per claim and Three Million Dollars ($3,000,000.00) in the aggregate, or the minimum required by regulatory authorities, whichever is greater. Hospital shall cover the cost of any tail coverage incurred, or arrange appropriate tail coverage, for Physician should Hospital or Physician terminate this Agreement without cause, or Physician terminate this Agreement for cause. Except as otherwise provided in this Agreement, in the event Hospital terminates this Agreement for cause, Physician shall be responsible for the cost of obtaining professional liability tail insurance coverage. If Physician fails to purchase appropriate tail coverage, Hospital may purchase such coverage on behalf of Physician and withhold from amounts due Physician hereunder the amount necessary to cover the cost of the tail insurance policy. Upon termination of this Agreement due to

Physician's death, permanent disability, or retirement from the practice of medicine, Hospital shall cover the cost of tail coverage.

3.2 Physician shall deliver promptly to Hospital, upon receipt, a copy of any notice of claim against Physician involving Physician's liability insurance or any adverse action, change or modification to the terms and conditions of Physician's insurance coverage.

3.3 Physician shall cooperate in filling out applications or other documents required to obtain the tail or other coverage, and Physician agrees to cooperate with Hospital in the defense of any such claim made against Physician or any claim made against Hospital.

3.4 If Hospital authorizes Physician to engage in professional or other services outside the scope of Physician's employment under this Agreement, Physician shall, at Physician's own cost and expense, purchase or otherwise acquire professional liability insurance coverage from a company acceptable to Hospital to cover the services outside the scope of Physician's employment, and shall provide Hospital with a Certificate of Insurance and the declaration page of such policy or policies evidencing such coverage.

4. TERMINATION

4.1 Termination Without Cause. Either party may terminate this Agreement for any reason or no reason upon providing the other party with at least ninety (90) days' prior written notice. During the period following such notice, and until the termination date, Physician shall continue to provide such services and duties as Hospital may direct, and cooperate with efforts to transfer patients to other physician employees of Hospital. Hospital may, in its discretion, terminate Physician's employment with less than ninety (90) days' notice and pay Physician in lieu of such notice an amount equal to what Physician would have received as compensation had Physician continued to perform services for the balance of such ninety (90) day notice period. Hospital shall determine the amount of such payment in lieu of notice based on Physician's wRVU production during the ninety (90) days prior to notice of termination. In the event Hospital terminates this Agreement with less than ninety (90) days' notice as provided herein, the effective date of termination shall be the date stated in the notice of termination provided to Physician by Hospital. Notwithstanding anything to the contrary herein, such payment in lieu of notice is contingent upon Physician's completion of any charting, recordkeeping or other clinical documentation to the satisfaction of Hospital. Physician's obligation to complete such charting, recordkeeping or clinical documentation shall survive termination of this Agreement. Except as provided in this Section, such termination shall be without liability except for any obligations that specifically survive termination of this Agreement and except for payments of compensation due Physician from Hospital or money due Hospital from Physician. In the event Physician owes Hospital any amount as of the date of termination, Physician authorizes Centura and/or Hospital to withhold the maximum amount permitted by law, from the payment of any and all moneys otherwise due to Physician, whether in the form of wages, reimbursable expenses, bonuses, or any other payments otherwise due to Physician. If these withholdings are not sufficient to satisfy any obligation of Physician to Hospital in full, then the entire remaining balance shall become immediately due and payable with interest at the rate of five percent (5%) per year without notice to Physician or demand. Physician shall pay all of Centura's and/or Hospital's attorney fees,

Exhibit 1

legal expenses and costs associated with the collection of amounts due to Hospital from Physician.

4.2 Immediate Termination by Hospital for Cause. This Agreement may be terminated by Hospital, immediately, without liability resulting from such termination, upon the occurrence of any one of the following events:

4.2.1 Physician is convicted (whether final or on appeal) of, or enters a plea of guilty or nolo contendere to, or becomes a party to a deferred prosecution agreement for, any crime involving moral turpitude, dishonesty, fraud, or unethical professional conduct or a felony.

4.2.2 Physician has a physical or mental disability that prevents Physician from performing the essential functions of the position, as determined by Hospital based on its assessment of the circumstances, including but not limited to the following examples: Physician has unpredictable, unreliable, and erratic attendance; is a danger to self or others; is unable to provide a definitive return to work date after using a leave or leaves; has been on a leave for up to approximately 180 consecutive days; fails to cooperate in the accommodation process; is ineligible for leave or additional leave under Hospital policy applicable to physicians and laws such as the Family Medical Leave Act ("FMLA") and the Americans with Disabilities Act, ("ADA"). Notwithstanding any other provision to the contrary, should the Hospital terminate the Agreement under this Section 4.2.2, then Hospital (and not Physician) shall be responsible for the costs of tail coverage under Section 3.1 above.

4.2.3 Revocation, cancellation, restriction or suspension of Physician's license to practice medicine in any state or DEA registration, which, in the judgment of Hospital, prevents Physician from performing services pursuant to this Agreement.

4.2.4 Termination, restriction, or suspension of Physician's Medical Staff membership and/or clinical privileges at any hospital following exhaustion or waiver of all procedural rights (when such procedural rights are applicable).

4.2.5 If at any time, Hospital cannot obtain professional liability insurance coverage for Physician.

4.2.6 Physician is found by Hospital or Centura to have been dishonest, committed material acts of misconduct or violated any law, regulation or Hospital policy.

4.2.7 Physician is excluded from participation in any governmentally funded health care program including Medicare and Medicaid.

4.3 Termination For Cause After Notice. This Agreement may be terminated by either party without liability to the terminating party resulting from such termination if either party commits any breach of the Agreement that has not been cured to non-breaching party's reasonable satisfaction following thirty (30) days' written notice, or that constitutes a breach of a type that the breaching party has already committed at least twice before, whether or not cured. If such breach cannot be remedied within a thirty (30) day period, upon mutual agreement of the

Exhibit 1

parties, the breaching party may have such additional time reasonably necessary to cure the breach and so long as the breaching party shall have commenced and shall thereafter proceed diligently to remedy the breach.

4.4 Effect of Termination For Cause. If Hospital terminates Physician's employment pursuant to Section 4.2 or 4.3, Physician's Medical Staff membership and clinical privileges at any Centura hospital will be terminated. If Physician's Medical Staff membership and clinical privileges are terminated pursuant to this Section, Physician hereby waives any rights Physician may have to any hearing or appeal procedures prior to termination pursuant to the Medical Staff Bylaws, rules and regulations, or by operation of law. Nothing in this Section prevents Physician from reapplying for Medical Staff membership and clinical privileges as a non-employed physician.

5. REPRESENTATIONS AND WARRANTIES

5.1 Physician Not in Breach of Restrictive Covenants. Physician represents and warrants that, as of the Effective Date of this Agreement, Physician is not subject to or bound by any non-competition or other restrictive covenant that would prevent Physician from entering into this Agreement or that would interfere with Physician's performance of services on behalf of Hospital under this Agreement.

5.2 Fraud and Abuse. Physician and Hospital hereby represent to one another that they have not engaged in any and will not in the future engage in any activities that are prohibited by federal statutes relating to governmental health care programs, in any activities that would result in the creation of a financial relationship that would result in prohibition of referrals to Hospital or a related entity under 42 U.S.C. § 1395nn, or related state statutes or the regulations promulgated thereunder,. or similar activities with respect to any third-party payors, including, but not limited to, the following: (i) knowingly making or causing to be made a false statement, representation or omission of a material fact in any application for a benefit or payment; (ii) knowingly making or causing to be made any false statement, representation or omission of a material fact for use in determining rights to any benefit or payment; or (iii) knowingly soliciting or receiving, directly or indirectly, any compensation, in cash or in kind or offering to pay any compensation to a third person in exchange for (A) referring an individual to a person for the furnishing of any item or service for which payment may be made in whole or in part by a governmental health care program or (B) either recommending or purchasing, leasing, ordering or arranging for any services or item for which payment may be made in whole or in part by a governmental health care program.

5.3 Applications. Physician and Hospital mutually represent and warrant that all material facts provided to and relied upon by the parties regarding employment with Hospital and Physician's application for clinical privileges are complete, correct, true and not misleading, and the parties will keep one another informed of any change in circumstances which would render any of such facts untrue or misleading.

5.4 Notification. Physician shall promptly notify Hospital of any investigation or formal administrative action by state or federal agencies affecting Physician and/or when any other facts or circumstances occur which could reasonably be expected to result in a change to,

modification, suspension or revocation of Physician's license, DEA registration, medical staff membership or medical staff privileges at any hospital or any other facility at which Physician has such membership and/or privileges.

5.5 Exclusion. Physician and Hospital each represent and warrant that they are not, and at no time have been, excluded from participation in any federally funded health care program, including Medicare and Medicaid. Physician and Hospital each agree to immediately inform the other of any threatened, proposed or actual exclusion from any federally funded health care program, including Medicare and Medicaid. In the event that either party is excluded from participation in any federally funded health care program during the term of this Agreement, or if any time after the Effective Date it is determined that either party is in breach of this Section 5.5, this Agreement shall, as of the date of such exclusion or breach, automatically terminate. Each party shall indemnify, defend and hold harmless the other against all actions, claims, demands and liabilities, and against all loss, damage, costs and expenses, including reasonable attorneys' fees, arising directly or indirectly out of any violation of Section 5.5 hereof by the indemnifying party, or due to the exclusion of the indemnifying party from a federally funded health care program, including Medicare and Medicaid.

6. CONFIDENTIALITY AND NONDISCLOSURE

6.1 Proprietary Information. Physician acknowledges that in the course of performing professional services under this Agreement, Physician will come into possession of information relating to patient lists, referral sources, business plans, systems, financial data, trade secrets and other proprietary information of a material nature which is confidential to Hospital. Physician hereby agrees to keep such information confidential and not to disclose the same to any other person, firm or entity without first securing the written permission of Hospital.

6.2 Confidentiality of Medical Records. All records relating to any patient of Hospital treated by Physician, whether classified as medical records, therapists' notes, business records or otherwise shall be confidential and shall be the sole property of Hospital. Physician agrees not to remove such records upon the termination of his/her employment without the written consent of Hospital; provided, however, Physician shall be provided on a timely basis a full and complete copy of such patient records upon appropriate patient authorization or as required by law. For all records so duplicated, Hospital reserves the right of full and complete access in any event of litigation or administrative proceedings arising after termination of Physician's employment.

6.3 Confidential Agreement. The provisions of this Agreement shall be confidential in nature and neither party shall divulge any of the provisions set forth in this Agreement to any third parties, except as necessary for the conduct of Hospital and CHPG business, or as may otherwise be required by law.

6.4 Work for Hire. All works of authorship and all developments made, conceived, created, discovered, invented or reduced to practice in the performance of work performed hereunder for Hospital or at the direction of Hospital are and shall remain the sole and absolute property of Hospital.

7. PRACTICE IN THE COMMUNITY

7.1 Providing Services Outside of Hospital. Physician agrees that, during the term of this Agreement, Physician will not engage in the practice of medicine in competition with Hospital or Centura in an inpatient or outpatient setting, as an employee of a hospital or medical practice, or own or operate a medical practice or clinic or any other type of medical facility, directly or indirectly, whether as a stockholder, partner, investor (other than in a publicly held corporation in which Physician is not an officer, director or employee), sole proprietor or practitioner, agent, employee, advisor or consultant. Notwithstanding the foregoing, Physician may engage in activities such as presenting continuing medical education programs, providing consulting services, accepting speaking engagements, and retaining all income therefrom so long as Physician notifies CHPG of such activities in advance, and so long as CHPG and Hospital consent to such activities in advance and determine that Physician's participation in such activities: (A) does not negatively affect Physician's performance of services under this Agreement, including scheduling of such services; (B) does not involve activities with a competitor of Hospital or to Hospital's competitive disadvantage; (C) does not violate Hospital's policies and standards, including standards and policies with regard to conflicts of interest and relationships with vendors and other third parties; and (D) does not involve activities otherwise harmful to Hospital's charitable mission. Except as provided for in this Section, Physician shall turn over to Hospital all revenues generated by Physician's professional activities, including fees, honoraria, and all other forms of professional compensation whatsoever, all of which shall belong exclusively to Hospital.

7.2 Financial Interests Adverse to Hospital. Hospital and Physician acknowledge and agree that Physician's financial interests in facilities competitive with Hospital may run contrary to Hospital's commitment to the Community. Accordingly, during the entire term of the Agreement and for one (1) year following termination of this Agreement, Physician will not, without Hospital's prior written consent (which it may grant, withhold, or condition in its sole discretion), directly or indirectly (including ownership by direct family members) have any financial interest in any hospital, surgery center, imaging center, outpatient therapy center, medical office, clinic or other facility that is competitive with any activity engaged in by Hospital, within a ten (10) mile radius of any Hospital or Centura location at which Physician provided services during the term of this Agreement (collectively "Competitor(s)"). For purposes of this Agreement, a "financial interest" includes, but is not limited to any direct or indirect financial interest with a Competitor, whether as an employee, independent contractor, agent, joint venture partner, security holder (except for ownership of securities traded (1) on a recognized stock exchange in which quotations are published daily; or (2) under an automated interdealer quotation system operated by the National Association of Securities Dealers), creditor, landlord or otherwise.

7.3 Remedies for Violation. Hospital may enforce this Section 7 by any or all of the following methods, which are cumulative:

7.3.1 Hospital may seek specific performance or injunctive relief requiring Physician to abide by the requirements of this Section 7. Physician acknowledges that a violation of the requirements of this Section 7 would produce substantial harm and injury

to Hospital and that the amount of such damages may not be readily measurable in monetary terms.

7.3.2 Hospital may seek compensation for its damages. The parties hereto expressly agree that it will be difficult to know the actual damages incurred by Hospital as a result of a breach of the requirements of this Section 7 by Physician. Therefore, the parties hereto agree and stipulate that the liquidated damages will be an amount equal to the amount payable under this Agreement, in one year, including any incentive, provided, that if any portion of Physician's compensation is based on Physician's personally performed services measured in wRVUs, the amount of liquidated damages due with respect to such portion of Physician's compensation shall be determined by Hospital based on Physician's historical production as measured in wRVUs. The parties further agree that such liquidated damages amount for violation of this Agreement shall be a reasonable amount, and neither party will challenge the reasonableness of this liquidated damages amount. The parties hereto agree that this liquidated damages provision is not a penalty, but is an estimation of damages. Hospital may, in its reasonable discretion, choose to waive enforcement of this Section of the Agreement, including this liquidated damages provision.

8. GENERAL COVENANTS AND CONDITIONS

8.1 Applicable Law. All questions concerning the validity or construction of this Agreement shall be determined in accordance with the laws of Colorado without regard to its conflicts of law principles.

8.2 Assignment. This Agreement shall be assignable without Physician's consent by Hospital to any entity that controls, is controlled by, or is under common control with Hospital. The rights of Physician hereunder are personal and may not be assigned or transferred except as Hospital may consent thereto in writing.

8.3 Partial Invalidity. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way, and to this extent the provisions of this Agreement are severable.

8.4 Waiver of Breach. The waiver by a party of a breach by the other party of any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement or of any subsequent breach of the same provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach.

8.5 Third-party Beneficiaries. It is the mutual intention of the parties that this Agreement is a personal Agreement for their exclusive benefit, that it does not confer any rights upon any person not a party to this Agreement and that no individual or entity shall be construed or considered to be a third-party beneficiary of this Agreement, including any patient, payor or other individual or entity.

8.6 Entire Agreement and Amendments. This Agreement, including any Exhibits attached hereto, which are incorporated herein by reference, embodies the entire agreement and understanding of the parties with regard to the matters herein addressed and, when fully executed, shall supersede any and all prior and existing agreements, either oral or in writing. There are no promises, terms, conditions or obligations other than those contained herein. This Agreement may be amended only by mutual written agreement of the parties.

8.7 Termination of Porter Employment Agreement. This Agreement specifically cancels, terminates and supersedes the Porter Employment Agreement.

8.8 Further Assurances. Upon the request of either party to the other, each party will take such action and execute and deliver to the other party such instruments or documents as may be reasonably necessary to assure, complete, evidence or implement the provisions of this Agreement.

8.9 Release of Information. Physician hereby authorizes and consents to the release by Hospital of information concerning Physician's qualifications for staff appointment, membership, privileges, reappointment and any communication with respect to Physician including the credentials and qualifications and any disciplinary action, suspension or curtailment of Physician's privileges if contracts with any health maintenance organization or other third-party payor so require. Physician releases the party providing such information, Centura, CHPG and Hospital from liability of every nature and kind arising out of the furnishing of such information.

8.10 Violation of Law; Tax-Exempt Status. If any term of this Agreement violates federal, state or local law or regulation or could jeopardize the federal tax-exempt status under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, of Hospital or any affiliated tax-exempt entity or the tax-exempt status of the bonds of Hospital or any affiliated tax-exempt entity, or could result in prohibition of any referral or payment to Hospital or related entity, then the terms of this Agreement shall be changed as necessary so that such federal, state or local law or regulation is no longer violated, such federal tax-exempt status is no longer threatened or such prohibition would no longer result, as the case may be.

8.11 Notices. All notices required by the provisions of this Agreement must be in writing and must be served on the other party personally or by sending a letter properly addressed by certified mail, postage prepaid, to such party's last known address. Notices delivered personally shall be deemed received upon actual receipt. Mailed notices shall be deemed received three days after mailing.

8.12 Electronic Disposition of Document (Scanning and Photocopies). The parties hereto agree and stipulate that the original of this document, including the signature page, may be scanned and stored in a computer database or similar device, and that any printout or other output readable by sight, the reproduction of which is shown to accurately reproduce the original of this document, may be used for any purpose just as if it were the original, including proof of the content of the original writing.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first set forth above.

CATHOLIC HEALTH INITIATIVES COLORADO dba CENTURA HEALTH-ST. ANTHONY HOSPITAL

_____
Edward H. Sim
Chief Executive Officer
Date: _____

PHYSICIAN

Barbara A. Morris MD
Barbara Morris, M.D.
Date: 4/25/17

AS TO TERMINATION OF THE PORTER EMPLOYMENT AGREEMENT ONLY:

PORTERCARE ADVENTIST HEALTH SYSTEM dba CENTURA HEALTH-PORTER ADVENTIST HOSPITAL

_____
Morre L. Dean, FACHE
Chief Executive Officer
Date: _____

ACKNOWLEDGED:

CENTURA HEALTH PHYSICIAN GROUP

_____
Scott Ellner, D.O.
President and Chief Executive Officer
Date: _____

CENTURA HEALTH
Approved as to form:
Sarah Radunsky
Associate General Counsel

EXHIBIT A

CENTURA COMMUNITY HEALTH MEDICAL DIRECTOR FOR HEALTH SET AND SET CLINICS

During the term of this Agreement, and subject to the policies, procedures, protocols, system, controls and regulations of Centura Community Health, Physician shall:

1. Partner with Executive Director to operate both sites;
2. Develop clinical guidelines and standard workflow;
3. Provide clinical supervision for clinical staff;
4. Develop strategy for future initiatives for both sites;
5. Assist with recruiting, hiring, on boarding and retention of clinical staff;
6. Partner with executive director on fund raising activities;
7. Develop and implement dashboard for quality, access, and care experience;
8. Assure compliance with regulatory requirements;
9. Refine relationship with CHPG and expand programs of mutual interest.

EXHIBIT B

Centura Health®

INSTRUCTIONS FOR USE OF MONTHLY RECORD OF SERVICES

DOCUMENT PURPOSE: The Monthly Record of Services (the "Time Sheet," *template attached*) is to be used to record and request payment for time spent fulfilling duties and responsibilities specified in the provider's written agreement for professional services (*e.g.,* Medical Director Agreement, Medical Staff Officer Agreement, Physician Advisory Agreement, etc.) (the "Agreement"), as required under the terms of the Agreement. ***Only administrative duties should be recorded on the Time Sheet – patient care services should not be recorded (and will not be paid if recorded) on the Time Sheet.***

TIME SHEET CUSTOMIZATION: Your facility may customize the template Time Sheet to include your name and details about the terms of your particular Agreement (*e.g.,* department supported, annual hourly cap, hourly rate, etc.). You should use either the template Time Sheet or the Time Sheet customized for you to record services you provide throughout the month *unless* you have requested and received approval from facility administration to use a different format.

INSTRUCTIONS FOR COMPLETING TIME SHEET: In the table on the Time Sheet, for each instance of time spent fulfilling duties, record: (a) date; (b) function performed [using the codes in the legend]; (c) participants in any consultation, meeting, email, or telephone conversation, name of policy reviewed, number of charts reviewed; (d) detailed description of the work done; and (e) total time spent on that function. Use separate lines for different functions performed on the same date.

Function: (Column 2): In this column, record the function performed. For consistency in reporting, standard abbreviations have been assigned to record routine categories of functions performed under the Agreement. [*If you are recording your time using the Time Sheet in its Excel format, the function abbreviations are included in a drop-down menu for your convenience.*] If you choose the "O" or "Other" function abbreviation, a full explanation must be included in the Detailed Description (Column 4).

Meetings / Policy Review / Chart Review (Column 3):

- For any email, phone conversation, consultation or meeting (collectively, "meeting"), list the subject of the meeting and the participant(s). If there are several participants, the primary participants should be named or if the types of participants could be categorized, that will suffice. [*NOTE*: if the duties of your role require numerous calls and/or e-mails, it is more important to have an accurate description of the nature of the calls and e-mails than to have a comprehensive list of every person called or e-mailed.] *For example, Trauma conference call – participants included all Centura trauma medical directors.*

- For policy review, list the name of the policy reviewed, and for whom the policy was reviewed. *For example, EMTALA policy reviewed for Director of Emergency Services.*

- For chart review, list the purpose of the chart review, and the number of charts reviewed. *For example, Peer review – 26 charts reviewed.*

Detailed Description of the Service Provided (Column 4): Each entry must contain sufficient detail to adequately describe the duty or responsibility that was performed (should correspond to duties listed in the duties exhibit to your Agreement), and should provide the facility with a means of verifying the claim. Your facility may provide additional guidance regarding the required level of specificity and acceptable and unacceptable time record formats. *For example, Purpose of meeting was to discuss solutions to issue of physicians inappropriately ordering observation status for surgical patient prior to surgery.*

Total Time Spent on Function (Column 5): Time spent providing services under the Agreement must be documented in ¼ hour increments (15 minutes = 0.25). If time falls between two increments, round to the nearest increment. If the nearest increment is zero, round up (*e.g.*, if the time spent in a meeting was six minutes, round up and list this time as 0.25 hour, not 0 hour). *For example, a meeting requiring an hour and fifteen minutes would be recorded as 1.25 hours.*

Total Time Spend on Services Provided for the Month: If you are completing the Time Sheet in its Excel format, totals for each page as well as the grand total for the month will automatically calculate based on the time you recorded for each individual function. If you are completing a paper Time Sheet by hand, you will need to calculate and record totals for each page as well as the grand total for the month.

SUBMITTING TIME SHEET / VERIFICATION OF HOURS / PAYMENT: Your facility will provide you with information on the appropriate facility associate to whom you should deliver your completed Time Sheet. Per your contract, you MUST complete and submit your Time Sheet within 30 days following the last day of the month in which the services were provided. ***Do not hold onto and submit multiple months' Time Sheets for payment.*** Payment may be denied for Time Sheets received more than 60 days following the last day of the month in which the services were provided.

At least one facility associate will thoroughly review your completed Time Sheet to verify that the time submitted is accurate, and that the services recorded are either required or authorized by your Agreement. Your Time Sheet will then be reviewed by at least one facility C-suite executive (CEO, CFO, COO, CMO, CNO). The facility will forward a payment request to accounts payable, which will process your payment. The expected turn-around time for payment is specified in your Agreement, and is normally within 30 days of your submission of your Time Sheet.

Centura Health

MONTHLY RECORD OF SERVICES

Month: _____ **Year:** _____

Provider Name: _____ **Facility/Entity:** _____ **Dept/Unit/ServLine/Title:** _____

Instructions: **Provide a detailed description of services provided in the table below - *DO NOT RECORD PATIENT CARE ACTIVITIES ON THIS FORM***
** Complete "Function" field using abbreviation that corresponds to Legend below (in drop down menu if completing in Excel)*
** Record time spent in 1/4 hour (.25) increments*

Date	Function *(see Legend)*	List of Participant(s) / Name of Meeting / Name of Policy Reviewed / Number of Charts Reviewed	Detailed Description of Service Provided	Total Time Spent on Function

Total this Page 1	
Total from Page 2	
Total from Page 3	
GRAND TOTAL	

Provider Attestation / Signature:

I certify that the time submitted reflects a true and accurate record of services performed on behalf of the facility during the period indicated. All recorded services are either required or authorized by my written agreement with Centura.

Signature: Date:

Approval Signatures:

I have verified that the time record submitted is accurate, and that the services recorded are either required or authorized by provider's written agreement with Centura.

Department Director Signature: Date:

Admin (CEO/CFO/COO/CMO/CNO) Signature: Date:

Function Legend	Abbrev
Meeting with	Mt/w
Phone call with	Pc/w
Email with	Em/w
Policy Review	Py/Rev
Chart Review	Ch/Rev
Presentation	Prt
Utilization Review	UR
Supervision	Sup
Teaching	Tch
Quality Improvement	QC
Other	O

To be Completed by Facility Administration

Annual Cap on Hours:	
Hourly Rate:	
Average Hrs Per Month (calculates from annual):	
Payment Due Provider for This Month's Services:	

ACCOUNTS PAYABLE INFORMATION

CostCntr/Acct/SubAcct:	
Check Payable To:	
Remit Address:	

Exhibit 1

MONTHLY RECORD OF SERVICES - Page 2

Month: _____ **Year:** _____

Provider Name: _____ **Facility/Entity:** _____ **Dept/Unit/ServLine/Title:** _____

Instructions: **Provide a detailed description of services provided in the table below - *DO NOT RECORD PATIENT CARE ACTIVITIES ON THIS FORM***
** Complete "Function" field using abbreviation that corresponds to Legend below (in drop down menu if completing in Excel)*
** Record time spent in 1/4 hour (.25) increments*

Date	Function *(see Legend)*	List of Participant(s) / Name of Policy Reviewed / Number of Charts Reviewed	Detailed Description of Service Provided	Total Time Spent on Function
			Total this Page 2	

Exhibit 1

ADDENDUM NO. 2 TO
PHYSICIAN EMPLOYMENT AGREEMENT

THIS ADDENDUM NO. 2 TO PHYSICIAN EMPLOYMENT AGREEMENT ("**Addendum**") is effective as of May 1, 2019, by and between Catholic Health Initiatives Colorado, a Colorado nonprofit corporation, doing business as **Centura Health-St. Anthony Hospital** ("**Hospital**") and **Barbara Morris, M.D.** ("**Physician**").

RECITALS

Hospital is managed and operated by Centura Health, a Colorado nonprofit corporation.

Hospital and Physician previously entered into a Physician Employment Agreement effective as of May 1, 2017, modified through an Addendum No. 1 effective as of July 1, 2018 (collectively, the "**Agreement**").

The parties desire to make modifications and amendments to the Agreement as further set forth herein.

All terms appearing in this Addendum in initial capital letters shall be defined terms carrying the meaning and definition as set forth in the Agreement.

NOW, THEREFORE, in consideration of the above-recited premises, the Agreement, and mutual covenants and conditions set forth herein, the parties agree as follows:

1. Section 1.2 of the Agreement shall be deleted in its entirety and replaced with the following:

> 1.2 Employment Status. Physician (i) shall be a part-time (0.5 FTE) employee for the term of this Agreement performing the usual and customary duties of a physician in the practice of medicine as a; and (ii) shall render such services in such manner and at such times and locations as are reasonably determined by Hospital.

2. Sections 1.13 and 2.3 of the Agreement shall be entirely deleted.

3. **Exhibit A** of the Agreement shall be entirely deleted.

4. **Exhibit B** of the Agreement shall be entirely deleted.

5. All terms and conditions of the Agreement not amended, replaced or modified hereby shall remain in full force and effect as set forth in the Agreement. Accordingly, the terms of this Addendum shall control in the event of any conflict between the terms of this Addendum and the terms of the Agreement.

6. This Addendum may be executed in counterparts which, when combined, shall constitute the entire Addendum among the parties.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties have executed this Addendum on the day and year first above written.

CATHOLIC HEALTH INITIATIVES COLORADO dba CENTURA HEALTH-ST. ANTHONY HOSPITAL

Peter Powers
President and Chief Executive Officer
Date: 3/15/19

PHYSICIAN

Barbara Morris

Barbara Morris, M.D.
Date: 2/5/2019

CENTURA HEALTH PHYSICIAN GROUP

Vance McLarren
President
Date: 4/02/19

CENTURA HEALTH
Approved as to form:
Elizabeth R. G. Spohn
Associate General Counsel