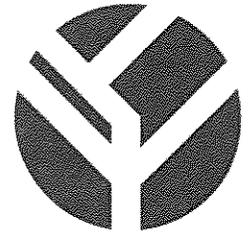


AGENDA FOR THE
ENGLEWOOD CITY COUNCIL
STUDY SESSION
MONDAY, DECEMBER 1, 2014
COMMUNITY ROOM
7:00 P.M.



- I. Fire Department Medical Direction**
Fire Chief Andrew Marsh, Acting Chief of Support Services Andrew Fox and EMS Coordinator Josh Frederick will be present to update Council on medical direction for the Fire Department.
- II. City Manager's Choice.**
- III. City Attorney's Choice.**

Please Note: If you have a disability and need auxiliary aids or services, please notify the City of Englewood, 303-762-2407, at least 48 hours in advance of when services are needed. Thank you.



Memorandum

Englewood Fire Department

To: Eric A. Keck, City Manager
From: Andrew Marsh, Fire Chief
Date: November 21, 2014
Subject: Medical Direction for the Fire Department

In a letter dated October 30, 2014 (copy attached), Englewood Fire Department (EFD) received a letter of intent from HCA/HealthONE LLC, d/b/a Swedish Medical Center (SMC), to terminate a Memorandum of Understanding (MOU) for Medical Director and certain education and performance improvement services, effective December 31, 2014 (copy attached). For many years, SMC has provided these services to EFD with Dr. Dylan Luyten as the Medical Director and Ms. Heidi Cabell as the Emergency Medical Services Coordinator.

Given this notice from HCA/HealthONE, staff has considered various options for these services including: contracting separately with Dr. Luyten and Ms. Cabell or entering into an agreement with another organization such as Centura Health, Denver Health, or Exempla Lutheran. Earlier this week, staff met with representatives of the two most viable options:

- Contracting with Dr. Luyten and Ms. Cabell – This option would have the benefit of maintaining established successful working relationships with individuals who are connected to SMC. The cost would be approximately \$30,000 annually that EFD is currently not paying for these services under the MOU with HCA/HealthONE.
- Using the services of Centura Health – This option would have the benefit of establishing a relationship with another hospital system that would continue to provide similar services to EFD from the Centura Health Pre-Hospital Emergency Services based at Littleton Adventist Hospital. Centura Health also has experience with establishing the alternative EMS response vehicles at South Metro Fire Rescue and Littleton Fire Rescue. The disadvantage is that we would no longer receive services from individuals connected with SMC which is located in our City.

After further consideration of these two options, staff recommends using the services of Centura Health effective January 1, 2015. Attached is letter from Mike Grill, Director of Emergency Medical Services for Centura South. Medical direction would be provided through a Medical Director Agreement with Emergency Physicians at Porter Hospitals, P.C., the physicians' group that staffs the emergency departments at Porter, Littleton, Parker, and Castle Rock Adventist Hospitals. Centura Health and this physicians' group are willing and able to provide these essential services to EFD and have the resources and experience necessary to continue this critically important role.



The Medical Center of Aurora
North Suburban Medical Center
Presbyterian/St. Luke's Medical Center &
Rocky Mountain Hospital for Children
Rose Medical Center
Sky Ridge Medical Center
Spalding Rehabilitation Hospital
Swedish Medical Center

Administrative Offices
4900 South Monaco Street
Suite 380
Denver, Colorado 80237
303.788.2500 Phone
303.779.4993 Fax
www.HealthONECares.com

LEADING HOSPITALS. TRUSTED CARE.

October 30, 2014

Via Email () and Certified Mail Return Receipt Requested

Englewood Fire Department
3615 S. Elati St.
Englewood, CO 80110
Attention: Steve Green

RE: Notice of Intent to Terminate Memorandum of Understanding

Dear Mr. Green:

HCA-HealthONE LLC d/b/a Swedish Medical Center and Englewood Fire Department are parties to a certain Memorandum of Understanding ("MOU") effective April 6, 2012, for Medical Director and certain education and performance improvement services.

In accordance with Section 3 of the MOU, please accept this letter as notification of our intent to terminate the MOU, effective December 31, 2014.

We recognize the invaluable contribution your agency makes to our communities and endeavor to work collaboratively to continue to meet the healthcare needs of the people we serve. HealthONE will continue to offer formal continuing education and training courses through the HealthONE EMS School, provide hospital clinical rotation opportunities for EMS personnel and provide base station hospital services, including consultation for medical orders and patient disposition for disaster operations.

We appreciate your understanding and commitment of service to our communities.

Sincerely,

Sylvia Young, CEO
HCA-HealthONE LLC

**MEMORANDUM OF UNDERSTANDING
(Medical Director for Agency)**

BACKGROUND

All emergency medical technicians in Colorado are required by the Colorado Department of Public Health and Environment (CDPHE), through rules promulgated by the Colorado Board of Health (CBH), to have a Medical Director if they are providing direct patient care as an Emergency Medical Technician ("EMT") in any setting. EMTs in Colorado may function in pre-hospital and in-facility settings with appropriate medical supervision. EMTs provide patient care through delegated medical acts, defined by the CBH. The CBH regulates this practice through Chapter 2, EMS Practice and Medical Director Oversight (6-CCR-1015-3), which defines the roles and responsibilities of a Medical Director and the scope of practice for each of Colorado's levels of emergency medical technician.

UNDERSTANDING

This memorandum of understanding ("Agreement") establishes a relationship between HCA-HealthONE LLC d/b/a Swedish Medical Center ("Facility") and Englewood Fire Department ("Agency") and delineates the responsibilities of each party (Facility and Agency are referred to individually as "Party" and collectively as "Parties"). This Agreement contains the entirety of the Agreement between the Parties and renders by its execution all previous agreements between Parties, whether oral or written, null and void.

Facility provides a base station hospital for the Denver metropolitan area including areas of Arapahoe County counties and participates in an Emergency Medical Service ("EMS") education program in this identified region.

Check if applicable: Facility and Agency are parties to an Education Affiliation Agreement – EMS.

Agency provides emergency medical services as a first responder, and requests the services of a Medical Director from Facility.

1. Responsibilities of Facility

- A. Facility will provide a physician, board certified in emergency medicine, who meets CBH Rule qualifications, to act as Medical Director for Agency, EMTs, EMT-Is, and Paramedics (collectively referred to as "EMS Providers"). The physician provided by the Facility to serve as the Agency's Medical Director shall be mutually agreed upon by the parties.
- B. Facility will provide the following:
 - i. Notice to the Colorado Emergency Medical Services Section – Health Facilities and Emergency Medical Services Division ("CDPHE") that Facility is providing medical control functions to Agency and its EMS Providers.
 - ii. Periodic audit of recorded communication (phone and radio reports) to include dispatch communications.
 - iii. Periodic skill proficiency testing, with agreement from and coordination with the Agency.
 - iv. Assist the Agency, as requested, in any investigation of medical incidents/problems reported and resolution thereof.
 - v. Periodic direct observation of paramedic and EMT skills in the field.

- vi. Routine review and critique of calls.
 - vii. Patient follow-up information at HealthONE facilities and assistance with follow-up at non-HealthONE facilities as it relates to Quality Improvement ("QI") and in compliance with HIPAA regulations.
 - viii. Any necessary correspondence with other physicians in our medical system.
 - ix. Assist with infectious disease exposure protocol, including counseling and follow-up
 - x. Authorization for controlled substances acquisition, distribution, and usage.
 - xi. Oversee and advise Agency regarding the Emergency Medical Dispatch (EMD) Program.
- C. Facility will assist Agency in establishing a quality improvement program. The QI program will be outcome based and will monitor system trends and statistics, audit field trip reports received from patient encounters, and perform research to improve emergency medicine.
- D. Facility will periodically provide formal education and training courses at Facility or other designated locations. Standard course and material fees are the responsibility of Agency.
- E. Facility will provide CDPHE approved continuing education programs such as EMS Morbidity & Mortalities ("M & M's").
- F. Facility will provide physician speakers and case presentations on request (as mutually agreed upon).
- G. Facility may provide hospital clinical rotations for field personnel under a separate Education Affiliation Agreement-EMS that is mutually agreed upon between the parties. If an Education Affiliation Agreement is in place, EMS Providers will be considered EMS Students, as defined in the Education Affiliation Agreement, for all activities related to training and education contemplated by this Agreement.
- H. Facility will follow the Denver Metro Protocols for basic, intermediate, and paramedic level practice. Facility will also provide input when requested on policies and procedures for local EMS system operation and assist with the periodic review and update of all protocols, policies and procedures.
- I. Facility will, if requested by the Agency, provide additional services through Facility's EMS Department including, but not limited to:
- i. Interaction with municipal Administration
 - ii. Assistance with public relations/media issues
 - iii. Budget and equipment recommendations regarding EMS activities
 - iv. Promotional boards or investigations
 - v. Consultation regarding medical care, policies and procedures, training and education, communications, infectious diseases
 - vi. EMS liaison with HealthONE emergency departments
- J. Facility will participate in regularly scheduled meetings between Facility and Agency personnel for the purpose of information exchange and updates. Facility may serve as a conduit for information from, and a liaison between, the CDPHE, Colorado Medical Board, Board of Pharmacy, professional organizations and other services.
- K. Facility will provide base station hospital services including consultation for medical orders and patient disposition for disaster operations.

2. Responsibilities of the Agency

- A. Agency will comply with state policies regarding trainee paramedics, provisional paramedics, disciplinary action, EMT and paramedic status requirements, certification requirements, and continuing education requirements.
- B. Agency will ensure that all EMS Providers have current state certification at all times.
- C. Agency will provide copies of trip reports for 911-patient encounters and transports as requested.
- D. Agency will designate an EMS Coordinator to act as liaison with Facility. The EMS Coordinator will remain familiar with all Facility EMS policies and procedures.
- E. Agency will participate with Facility in Agency EMS QI program.
- F. Agency will provide field observational shifts for Facility emergency department and EMS Department staff at no charge, provided each staff member executes an Agency ride-along agreement.
- G. Agency will maintain liability insurance and worker's compensation insurance for Agency personnel.
- H. Agency will notify the Medical Director of all issues that pertain to medical liability, patient care or quality issues.
- I. Agency will maintain a current roster of all EMS certified personnel, including level of certification, date of expiration, CPR and ACLS cards and address of each individual.
- J. Agency will ensure that all active Paramedics have current ACLS cards and meet all state requirements.
- K. Agency will track CME of its personnel.
- L. Agency will designate an Infection Control Officer.

3. Term and Termination

This Agreement shall be effective immediately upon its approval by the parties, and shall be in effect for a period of five (5) years, ending on April 1, 2017 unless renewed in writing by both parties. Notwithstanding the above, either party may terminate this Agreement at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination.

4. Miscellaneous Provisions

- A. Nonpublication. Agency agrees not to advertise, disclose or otherwise discuss or disclose this Agreement and its business relationship with Facility and/or its affiliates except as may be necessary to obtain advice and counseling from its attorneys, accountants or financial advisors or as may otherwise be required through legal process. Any violation of this provision shall be considered a material breach of this Agreement that confers upon Facility the right to terminate

the Agreement immediately without further obligation to Agency, except as provided herein, and to seek any other legal recourse available to it.

- B. Governmental Immunity. Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, C.R.S. Section 24-10-101 et seq., as amended.
- C. Governing Law. Each Party agrees to obey all federal, state and local laws and regulations that are applicable to the performance of this Agreement, including but not limited to those pertaining to equal opportunity employment and to safety. This Agreement shall be governed by and construed in accordance with Colorado law. The sole and proper venue for the resolution of any dispute arising hereunder shall be the state District Court in and for Arapahoe County, Colorado.
- D. Legal Authority. The Parties warrant that they possess the legal authority to enter into this Agreement and that they have taken all actions required by their respective procedures, by-laws, and applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute the Agreement and to bind the Party to its terms. Each person executing this Agreement on behalf of a Party warrants that such person is lawfully authorized to execute this Agreement.
- E. Confidentiality Requirements. The Parties and their representatives agree to comply with the federal Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act"), the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC § 1320d through d-8 ("HIPAA") and any current and future regulations promulgated under either the HITECH Act or HIPAA, including without limitation the federal privacy standards contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Standards"), and the federal security standards contained in 45 C.F.R. Parts 160, 162 and 164 (the "Federal Security Standards"), all as may be amended from time to time, and all collectively referred to herein as "Confidentiality Requirements." Contractor agrees to enter into any further agreements as necessary to facilitate compliance with Confidentiality Requirements. Each party shall make their internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Standards.

Both parties shall maintain the confidentiality of information related to any patient, employees and/or agents of the other party. Both parties acknowledge that this Agreement and all material and information, including but not limited to business and financial information pertaining to this Agreement is confidential and/or proprietary material.

- F. Ineligible Provider. Each party represents and warrants to each other that it (i) is not currently excluded, or otherwise ineligible to participate in the federal health care programs as defined in 42 U.S.C. §1320a-7b(f) (the "federal health care programs"); and (ii) is not under investigation or otherwise aware of any circumstances that may result in Agency being excluded from participation in the federal health care programs. This shall be an ongoing representation and warranty during the term of the Agreement. The parties shall immediately notify one another of any change in the status of the representation and warranty set forth in this section. Any breach of this section shall give either party the right to terminate the Agreement immediately for cause.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date written below.

AGENCY: City of Englewood Fire

HCA-HealthONE LLC
d/b/a Swedish Medical Center

By: _____
Name
Title

By: _____
Name: Mary White
Title: CEO & President

Date: 3-29-12

Date: 4/6/12

Prehospital Emergency Services



Castle Rock Adventist Hospital
Littleton Adventist Hospital
Parker Adventist Hospital
Porter Adventist Hospital

November 17, 2014

Chief Marsh and EMS Chief Vetos,

We are pleased to be considered for medical direction and base hospital support for your organization. We believe our future partnership represents a great opportunity for regional EMS advancement.

Our EMS team, with over 19 years of continued growth and stability, is poised to commit resources to the Englewood Fire Department and its' constituents including:

- *Providing consistent and comprehensive medical direction support*
- *Presenting challenging, agency-specific, innovative educational opportunities, and*
- *Enhancing retrospective, concurrent, and prospective continuous quality improvement*

We are prepared to immediately implement this collaborative venture because of the following characteristics of our EMS team supported by the allied strength of our four-hospital system:

- *A supportive medical director with a proven track record of EMS leadership and active, productive involvement with EMS administration and field personnel resulting in optimal system management*
- *A nationally recognized leader in EMS education, training and service excellence with a large, highly educated EMS team with personnel currently active in EMS and fire and over 20 years Fire/EMS educational experience per employee*
- *A superior group of 40 board-certified emergency physicians with varied EMS-specific talents prepared to share their expertise to meet your specific expectations and committed to the advancement of your department and health of your community*

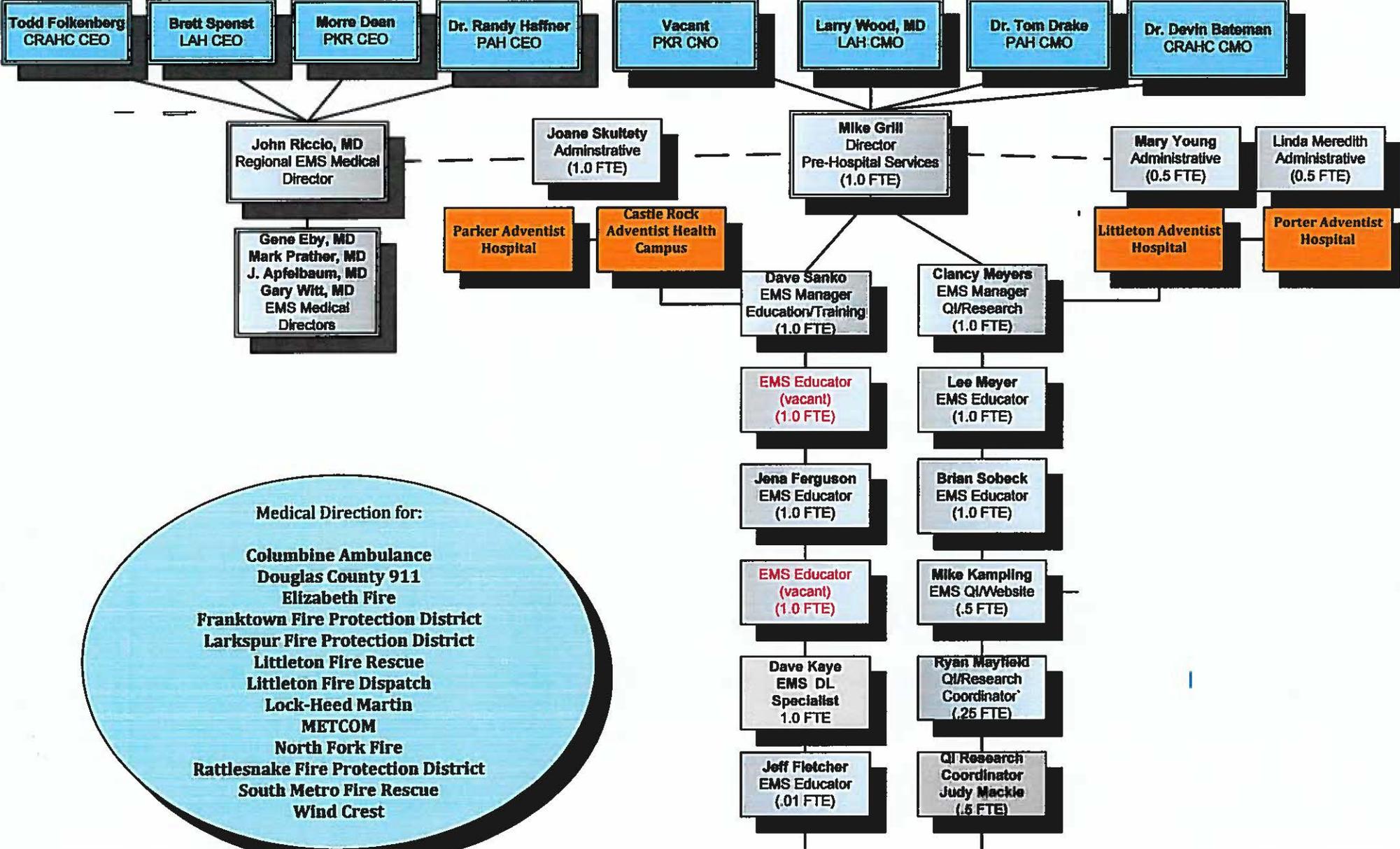
We take seriously our obligation to all of our agencies and are excited Englewood Fire is considering the Centura Health Prehospital South Denver EMS team for medical direction, education, and QA/QI support/ research services. We recognize change can be challenging; however, we believe our track record with several fire based EMS agencies in the South Denver Metro region speaks for itself.

On behalf of the Centura South Denver EMS team I'd like to thank you for your consideration.

Mike Grill

Director of Emergency Medical Services
Centura South Denver EMS Team
www.emsteam.org

**Centura Health Prehospital Emergency Services
South Denver EMS Team
November 2014**



- Medical Direction for:**
- Columbine Ambulance**
 - Douglas County 911**
 - Elizabeth Fire**
 - Franktown Fire Protection District**
 - Larkspur Fire Protection District**
 - Littleton Fire Rescue**
 - Littleton Fire Dispatch**
 - Lock-Heed Martin**
 - METCOM**
 - North Fork Fire**
 - Rattlesnake Fire Protection District**
 - South Metro Fire Rescue**
 - Wind Crest**