Health District
OF NORTHERN LARIMER COUNTY

Board of Directors Regular Meeting

Location:	120 Bristlecone Dr., Fort Collins, CO 80524 or Zoom
Date:	Tuesday, April 23, 2024
Time:	5:30 PM

5:30 PM I. Call to Order — Molly Gutilla

a. Roll Call Board of Directors
b. Welcome Guests & Attendees
c. Conflict of Interest Statement
d. Approval of Agenda

5:35 PM II. Public Comment

Note: If you choose to comment, please follow the "Guidelines for Public Comment" provided at the end of the agenda.

5:40 PM III. Presentations

a. Larimer County Community Behavioral Services - Master Plan 2.0 by Human & Economic Health Director of Larimer County — Laura Walker

6:00 PM IV. Executive Session

Executive Session for the purpose of legal advice on the Health District of Northern Larimer County's oversight obligations and duties regarding Poudre Valley Hospital/UCHealth, in accordance with C.R.S. § 24-6-402 (4)(b).

6:35 PM V. Consent Agenda

a. February 27, 2024 Regular Meeting Minutes
b. March 20, 2024 Joint Meeting Minutes
c. HCPF Colorado Senior Dental Program Award

6:45 PM VI. Action Items

a. Resolutions — Xochitl Fragoso
   1. 2024-07 Adoption a Compensation Policy for Directors
   2. 2024-08 Approving Signatories for All Financial Accounts
b. Introduce New Format for Board Financial Reports & Review Jan, Feb & Mar 2024 Financials — Xochitl Fragoso
c. Policy Updates from State Legislative Session — David Navas
d. Agreement for Special District Representation on the Fort Collins URA Board — Chris Sheafor
e. Appoint Poudre Valley Hospital System Liaison — Molly Gutilla
f. May 2024 Regular Board Meeting Schedule Change — Molly Gutilla

7:15 PM VII. Reports

a. Liaison to PVHS/UCHealth North Report	Celeste Holder Kling
b. Support Services	Chris Sheafor
c. 2024 Organizational Strategic Planning	Abby Worthen
d. Audit of Financial Statements for the Year Ending December 31, 2023	Lorraine Haywood
e. Board of Directors Reports	Board of Directors
f. Executive Committee Update	Molly Gutilla
g. Executive Director Staff Report	Liane Jollon

7:55 PM VIII. Announcements

a. May 15, 2024, 1:00pm – Board Training & Strategic Planning

b. May 16, 2024, 9:00am – Board Training & Strategic Planning

c. May 28, 2024, 5:30pm – Regular Board of Directors Meeting

Executive Session

If requested by the Board, for the purpose of receiving legal advice from counsel on specific legal questions in accordance with C.R.S Section 24-6-402(4)(b); and for the Board to discuss personnel matters pursuant to C.R.S. Section 24-6-402(4)(f)(1).

8:00 PM IX. Adjournment

Health District
OF NORTHERN LARIMER COUNTY

AGENDA DOCUMENTATION

Meeting Date: April 23, 2024

SUBJECT:

February 27, 2024 Regular Meeting Minutes & March 20, 2024 Joint Meeting Minutes

OUTCOME REQUESTED: ____ Decision _X___Consent ____Report

PURPOSE/ BACKGROUND

Per C.R.S. 32-1-902(1) The Secretary of the Board must keep accurate minutes of all Board meetings.

Attachment(s): February 27, 2024 Regular Meeting Minutes, March 20, 2024 Joint Meeting Minutes

FISCAL IMPACT

None.

STAFF RECOMMENDATION

Approve the February 27, 2024 Regular Meeting Minutes and March 20, 2024 Joint Meeting Minutes.

Health District
OF NORTHERN LARIMER COUNTY

Board of Directors Regular Meeting

Location:	Hybrid
Date:	February 27, 2024
Time:	5:30 PM

Minutes

Board Members Present:
Molly Gutilla, MS DrPH, Board President
Julie Kunce Field, JD, Board Vice President
Joseph Prows, MD MPH, Treasurer
Erin Hottenstein, Assistant Treasurer
John McKay, Secretary

Also Present:

Celeste Holder-Kling:
Liaison to PVHS/UCHealth North
Tom Gonzales, Public Health Director of Larimer County
Kori Wilford, Communications & Technology Manger of Larimer County

Staff Present:
Liane Jollon, Executive Director
Lorraine Haywood, Deputy Director
Abby Worthen, Deputy Director
Laura Mai, Finance Director
Chris Roth, IT Manager
Dana Turner, Health Services Director
Misty Manchester, HR Director
Alyson Wiliams, PPRE Director
Richard Cox, Communications Director
Sean Kennedy, Digital Media Specialist
Chris Sheafor, Support Services Director
Julie Keeney, HR Specialist Lead
David Navas, Policy Analyst
Lauren Jones, Executive Assistant

I. Call To Order

a. Roll Call Board of Directors

Director Molly Gutilla called the regular meeting to order at 5:33pm.

b. Welcome Guests & Attendees

Included new staff members Sean Kennedy, Digital Media Specialist and Abby Worthen, Deputy Director of Operations.

c. Conflict of Interest Statement

President Molly Gutilla will abstain from voting on bills that are related to resources or actions for the Colorado School of Public Health which is her employer.

d. Approval of Agenda

Motion: To approve the agenda as presented.

Moved by Julie Kunce Field/Second by Erin Hottenstein/Carried Unanimously

II. Public Comment

None.

III. Presentations

a. Public Health Director of Larimer County – Tom Gonzales

Tom Gonzales, Public Health Director of Larimer County presented on "Larimer County Department of Health and Environment Health Strategists: Evolving to Meet Changing Needs. Shaping the Future of Public Health in Larimer County." Mr. Gonzales shared his appreciation of having Dr. Paul Mayer serving as both Medical Officer for Larimer County and the Health District.

b. Health District 30th Anniversary – Richard Cox

Communications Director, Richard Cox, shared communications goals, temporary branding and social media branding related to the 30th Anniversary of the Health District. A reception to follow in late summer/early fall. Stay tuned for save-the-date.

c. Year End Reports – Alyson Williams

A high-level overview of the year-end reports included in the Board meeting packet was presented to the Board. Themes were highlighted in three categories: successes, challenges, and looking ahead to 2024.

One success was many new and reestablished community partnerships. Some of these collaborations were forged through other organizations seeing a need and coming to the Health District to support access to care for things like oral health. Others arose from past partnerships and groups being revived or again having Health District representation at the table due to increased capacity as folks were hired on. Additionally, Health District teams have been working together and seeing goals, successes, and challenges not as just a siloed issue for a team but utilizing the collective knowledge, skills, and expertise across relevant teams to drive work forward. As the year unfolded programs, cross-cutting functions, and leadership saw the ongoing need to develop and implement strategies to increase capacity, ensure folks are working to best utilize their skills and licensure, as well as effectively respond to arising community needs.

Challenges noted as themes in the reports include:

- The last year was marked by a transformative and dynamic shift in the organizational leadership landscape.
- Vacancies; mostly due to prior departures of several long-term employee and the conclusion of various time-limited positions.
- Strains on some teams overall capacity to operate at peak efficiency.
- Programs had varying degrees of success in their efforts to reach, engage, and enroll individuals from communities that were identified as facing disproportionate need or possible increased access issues to services.

The year ahead will see:

- Realignment of programs to determine their needed direction as informed by operational needs and strategy, program evaluation, and the input of the community.
- Hiring for newly created positions as well as ongoing open positions, some of which are challenging to fill with ongoing workforce issues.
- The deployment of new technology and infrastructure
- Process improvement tasks and working to creating strategic operations plans.
- Explore new and reinvigorate existing partnerships.

Board member asked specifics about the process for updating program fees, which was noted in one of the health services year end reports as an activity in 2024. Answer: Staff responded that it is a part of the budgeting process.

IV. Consent Agenda

a. January 23rd, 2024 Meeting Minutes

b. December 2023 Financials

Motion: To approve the January 23rd, 2024 Meeting Minutes and December 2023 Financials

Moved by Erin Hottenstein/Second by Joseph Prows/Carried Unanimously

V. Action Items

a. Deconflicting Handbook Language due to change from IML to IPL – Misty Manchester
Misty Manchester, Human Resources Director, stated that the board packet contains redline versions to deconflict the newly adopted Intermediate Paid Leave Policy language within the handbook with other policies and provisions.
Motion: To approve the updated deconflicting handbook language in Sections 300.01, 300.06, 300.10 and 300.16 due to change from Intermediate Medical Leave to Intermediate Paid Leave
Moved by Joseph Prows/Second by John McKay/Carried Unanimously

b. Policy Updates from Legislative Session – David Navas

Staff also provided a brief update on the 2024 Legislative Session including the current

volume of introduced bills and the bills that have already ended their journey through the legislature, either through failing to pass or already being signed by the Governor.
Staff presented the slate of 25 bills that had decisions made by the Board Policy Committee at its February 13, 2024, meeting for ratification.

Motion: To ratify the positions, as presented in the packet, that the Board Policy Committee made on bills during their meeting on February 13, 2024.

Moved by: Erin Hottenstein/Second by Joseph Prows/ Carried Unanimously

Staff presented background information about HB24-1028: Overdose Prevention Centers and highlighted how the bill fits within the Policy Agenda anchor of behavioral health. Board members discussed how overdose is the leading cause of death for 25–44-year-olds.

Motion: To support HB24-1028: Overdose Prevention Centers
Moved by: Erin Hottenstein/Second by Joseph Prows/ Carried Unanimously

Staff presented background information about HB24-1045: Treatment for Substance Use Disorders and highlighted how the bill fits within the Policy Agenda anchor of behavioral health. Board members discussed how a local Larimer County legislator is sponsoring the bill and that the bill sponsorship is bipartisan. Additionally, Board members noted the importance of individualized care and the expansion of medication assisted treatment.

Motion: To support HB24-1045: Treatment for Substance Use Disorders.
Moved by: Joseph Prows/Second by Julie Kunce Field / Carried Unanimously

Staff presented background information about SB24-059: Children's Behavioral Health Statewide System of Care and highlighted how the bill fits within the Policy Agenda anchor of behavioral health. The Board members discussed the fiscal note of the bill and cost for the state to implement the program. Additionally, Board members emphasized the current system's needs for parity, reimbursement modernization, and decreasing its patchwork nature.

Motion: To strongly support SB24-059: Children's Behavioral Health Statewide System of Care.
Moved by: Erin Hottenstein/Second by Julie Kunce Field/ Carried Unanimously

c. Special District Representation on Fort Collins UA Board – Chris Sheafor

In March 2024, there will be a vacancy on the Urban Renewal Authorities (URAs) Board of Directors. A new Special District representative will have the option to fill the vacancy starting in April.

At this time, due to scheduling conflicts, Health District Board members are not interested in fulfilling this role. Should no one from the Poudre Library Board be interested in the role, Chris Sheafor will come back to a future board meeting to report this information and determine who from the Health District board could fill this role.

VII. Announcements

a. March 20, 2024, 4:00pm – Joint Board Meeting with PVHS/UCHealth North

VIII. Executive Session and IX. Adjournment

Motion: To adjourn out of the regular meeting.

Moved by Erin Hottenstein/Second by Joseph Prows/Carried Unanimously

Entered into Executive Session at 7:34pm.

Adjourn Executive Session at 8:27pm.

Motion: To adjourn out of the regular meeting.

Moved by Julie Kunce-Field/Second by John McKay/Carried Unanimously

Fully adjourned at 8:28pm.

Respectfully submitted:

Lauren Jones, Assistant to the Board of Directors

Molly Gutilla, MS, DrPH, Board President

Joint Meeting of The Board of Directors of the Health District of Northern Larimer County and UCHealth North Poudre Valley Health System

Location:	2315 E. Harmony Road, Fort Collins, CO 80528 Building C, Suite 200
Date:	March 20, 2024
Time:	4:00 PM

Minutes

Board Members Present:
Molly Gutilla, MS DrPH, Board President
Julie Kunce Field, JD, Board Vice President
John McKay, Secretary

Excused Absence:
Erin Hottenstein, Assistant Treasurer
Joseph Prows, MD MPH, Treasurer

PVH Board Present:
Christine Chin
Celeste Holder-Kling
Mike Dellenbach
Doug Erion, Vice-Chair
Dennis Houska
Faraz Naqvi
Brad Oldenmeyer
Chris Osborn
Jim Parke, Chair
Kevin Unger

Health District Staff Present:
Liane Jollon, Executive Director
Lorraine Haywood, Deputy Director
Abby Worthen, Deputy Director
Laura Mai, Finance Director
Dana Turner, Health Services Director
Misty Manchester, HR Director
Alyson Wiliams, PPRE Director
Richard Cox, Communications Director
Andrea Holt, Integrated Care Program Manager
Lauren Jones, Executive Assistant

UCHealth Staff Present:
Liz Concordia
Amy Kolczak
David Thompson
Michelle Albright
Janelle Wozniak

I. Call To Order; Approval of Agenda Molly Gutilla/Jim Parke

Meeting called to order at 4:04pm.

II. Welcome & Introductions

Molly Gutilla/Jim Parke

III. Presentations

a. Health District of Northern Larimer County: History and Current Programming

Richard Cox/ Liane Jollon

Communications Director, Richard Cox, provided the History of how the Health District was formed and later included the purchase of Poudre Valley Hospital.

Executive Director, Liane Jollon, shared current programming with a spotlight on: Mental Health Connections, Larimer Health Connect and the Family Dental Clinic.

b. UCHealth Updates

President and CEO, UCHealth Northern Colorado, Kevin Unger, gave an overview of UCHealth, shared how UCHealth is recognized as a leader in Quality and provides significant benefits to our communities.

Dr. Janell Wozniak gave an overview of the UCHealth Family Medicine Center. It is a department of PVH that includes FMC, FMC Walk-In Clinic, and Fort Collins Family Medicine Residency Program. Dr. Wozniak also detailed the partnership with the Health District on Integrated Behavioral Health Services. This unique model allows for flexibility to meet the needs of the most vulnerable patient population and helps teach emerging family physicians outside of the traditional demands for billable patient encounters.

IV. General Discussion

a. Scheduling cadence for future Joint Meetings — Molly Gutilla

Future Joint Meetings will take place the week following Spring Break in March. The Health District will host in 2025.

V. Adjournment

Adjourn out of Joint Meeting at 5:17pm.

Respectfully submitted:

Lauren Jones, Assistant to the Board of Directors

Molly Gutilla, MS, DrPH, Board President

Health District
OF NORTHERN LARIMER COUNTY

AGENDA DOCUMENTATION

Meeting Date: April 23, 2024

SUBJECT: HCPF Colorado Senior Dental Program Award

PRESENTER: Jessica Shannon

OUTCOME REQUESTED: ____ Decision __X__Consent ____Report

PURPOSE/ BACKGROUND

The Colorado Senior Dental Program has awarded the Health District of Northern Larimer County $180,000 in renewal grant funding to support qualifying older adults in affording their dental care through the Family Dental Clinic. Per Contract Signature Policy 99-01, The Board of Directors must approve the terms of the contract before the Board President and Executive Director can execute the contract.

Attachment(s): *HCPF_CO Senior Dental Contract FY24-25 DRAFT & Contract Signature Policy 99-01*

FISCAL IMPACT

$180,000 supporting qualifying older adults and their dental care needs from July 1, 2024 – June 30, 2025.

STAFF RECOMMENDATION

Approve the terms of the contract and singing of the contract.

STATE OF COLORADO
Department of Health Care Policy and Financing
Contract with
??
for COLORADO DENTAL HEALTH CARE PROGRAM FOR LOW-INCOME SENIORS

This Agreement (hereinafter called "Contract") is entered into by and between **??, dba, ??, Address** (hereinafter called "Contractor" or "Qualified Grantee"), and the STATE OF COLORADO acting by and through the Department of Health Care Policy and Financing, 303 East 17th Avenue, Suite 1100, Denver, Colorado 80203 (hereinafter called the "State" or "HCPF"). Qualified Grantee and the State hereby agree to the following terms and conditions.

This Contract shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the "Effective Date"). The State shall not be liable to pay or reimburse Qualified Grantee for any performance hereunder including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

Senate Bill (SB) 14-180 created the Colorado Dental Health Care Program for Low-Income Seniors (Senior Dental Program) under HCPF effective July 1, 2015. SB 14-180 ended the Old Age Pension (OAP) Dental Grant program administered by the Department of Public Health and Environment (CDPHE), effective June 30, 2015, as the target population was offered publicly funded dental benefits through Health First Colorado and the OAP Health and Medical Care Program. SB 14-180 not only transferred the program to HCPF, but also changed the target population to low-income seniors who are not eligible for dental services under any other dental health care program, and changes how the program is operated. The Colorado Dental Health Care Program for Low-Income Seniors (Senior Dental Program) grants funds to Area Agencies on Aging (AAA), community-based organizations and foundations, Federally Qualified health centers (FQHC), safety-net clinic, health districts, local public health agency, and private dental practices to promote the health and welfare of Colorado's low-income seniors by providing access to dental care to individuals age 60 and over who are not eligible for services under any other dental health care program, such as Health First Colorado, or the OAP Health and Medical Care Program or private dental insurance. An Eligible Senior is not ineligible solely because he/she is receiving dental benefits under Medicare or a Medicare Advantage Plan.

The Colorado Dental Health Care Program for Low-Income Seniors (hereinafter called the "Senior Dental Program") available funds for the FY2024-25 shall begin July 1, 2024, and shall end June 30, 2025

Subject to available funding and Qualified Grantee performance, HCPF may renew this Contract annually for up to three (3) additional years.

HCPF has a limited amount of grant funds to be expended each State Fiscal Year. It reserves the right to reconcile the funds available in the pot at any time. HCPF will attempt to distribute any shortfall equitably among all Qualified Grantees. It may be possible, however, that a Qualified Grantee may have its award decreased due to the reconciliation.

It also may be possible, that funds may be equitably distributed for any increase in funding available.

The parties agree that the timelines and instructions in the Statement of Work below are crucial. Should the Qualified Grantee miss a deadline, or its invoices require correction, the Qualified Grantee will be provided one written warning to improve. Should the issues continue, HCPF will consider terminating this Contract for failure to follow the provisions of this Contract.

The amount of the grant award to the Qualified Grantee is **$?**

STATEMENT OF WORK

1.0 TERMINOLOGY

1.1 Acronyms, abbreviations and other terminology are defined at their first occurrence in this document. The following list is provided to assist the reader in understanding acronyms, abbreviations, and terminology used throughout this document.

1.1.1 AAA – Any Area Agency on Aging.

1.1.2 Arrange For or Arranging For – Demonstrating established relations with Qualified Providers for any of the Covered Dental Care Services not directly provided by the Qualified Grantee.

1.1.3 Business Day – Any day in which HCPF is open and conducting business, but shall not include Saturday, Sunday, or any day which HCPF observes one of the holidays listed in CRS §24-11-101(1).

1.1.4 CDPHE – Colorado Department of Public Health and Environment.

1.1.5 Contract – this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.

1.1.6 Contract Funds – the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by HCPF under this Contract.

1.1.7 CORA – the Colorado Open Records Act, C.R.S. §24-72-200.1, *et. Seq.*

1.1.8 Covered Dental Services – The Current Dental Terminology (CDT) procedure codes and descriptions for the Colorado Dental Health Care Program for Low-Income Seniors as published on HCPF's website.

1.1.9 C.R.S. – Colorado Revised Statutes.

1.1.10 DAC –Dental Advisory Committee.

1.1.11 Dental Health Professional Shortage Area or Dental HPSA – A geographic area, population group, or facility so designated by the Health Resources and Services Administration of the U.S. Department of Health and Human Services.

1.1.12 Economically Disadvantaged – A person whose income is at or below 250% of the most recently published federal poverty level for a household that size.

1.1.13 Effective Date – This Contract shall not be valid or enforceable until the Effective Date and all signatures have been obtained. HCPF shall not be bound by any provision of the Contract before the Effective Date and shall have no obligation to pay Qualified Grantee for any Work performed or expense incurred before the Effective Date or after the expiration or sooner termination of this Contract.

1.1.14 Eligible Senior – An adult who is 60 years of age or older, who is Economically Disadvantaged, who is a Colorado resident, who is not eligible for dental services under Health First Colorado or the Old Age Pension Health and Medical Care Program, and who does not have private dental insurance.

1.1.15 FQHC – Federally Qualified Health Center is a federally funded nonprofit health center or clinic that serves medically underserved areas and populations as defined in 42 U.S.C. section 1395x (aa)(4).

1.1.16 Grantee – Any health care professional or entity that has been accepted as a grantee in the Colorado Dental Health Care Program for Low-Income Seniors.

1.1.17 HCPF - Colorado Department of Health Care Policy and Financing.

1.1.18 Health First Colorado – The Colorado Medicaid as defined in article 4 of title 25.5, C.R.S. (2018)

1.1.19 HIPAA – the Health Insurance Portability and Accountability Act of 1996.

1.1.20 Incident – means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in C.R.S. §24-37.5-401, *et. Seq.*, Incidents include, without limitation, (i) successful attempts to gain unauthorized access to a State system or State Information regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State's knowledge, instruction, or consent.

1.1.21 Income – Any cash, payments, wages, in-kind receipt, inheritance, gift, prize, rents, dividends, or interest that are received by an individual or household. Income may be self-declared. Resources are not included in income.

1.1.22 Max Allowable Fee – The total reimbursement listed by procedure for Covered Dental Care Services under the Colorado Dental Health Care Program for Low-Income Seniors. The Max Allowable Fee is the sum of the Program Payment and the Max Patient Co-Pay.

1.1.23 Max Patient Co-Pay – The maximum amount that a Qualified Provider may collect from an Eligible Senior listed by procedure for Covered Dental Services under the Colorado Dental Health Care Program for Low-Income Seniors.

1.1.24 Medicare – The federal health insurance program for people who are 65 years of age or older, certain younger people with disabilities, or people with end-stage renal disease.

1.1.25 Medicare Advantage Plans (MAP) – Plans offered by Medicare-approved private companies that must follow rules set by Medicare and may provide benefits for services Medicare does not, such as vision, hearing, and dental care.

1.1.26 Medicare Savings Program (MSP) – Help people with limited income and resources pay for some or all their Medicare premiums and may also pay their Medicare deductibles and co-insurance.

1.1.27 MMIS – Medicaid Management Information Systems.

1.1.28 Old Age Pension Health and Medical Care Program – The program described at 10 CCR 2505-10, section 8.940 et. Seq. and as defined in sections 25.5-2-101 and 26-2-111(2), C.R.S. (2018).

1.1.29 Party – The State or Qualified Grantee, and "Parties": means both the State and Qualified Grantee.

1.1.30 PHI – Protected Health Information

1.1.31 PII – means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, or employment information. PII includes, but is not limited to, all information defined as personally identifiable information in C.R.S. §24-72-501.

1.1.32 Program Payment – The maximum amount by procedure listed for Covered Dental Care Services for which a Qualified Grantee may invoice HCPF under the Colorado Dental Health Care Program for Low-Income Seniors.

1.1.33 QI-1 – Qualifying Individual – Individuals must apply every year; does not qualify for any Health First Colorado pays Part B premiums only.

1.1.34 QMB – Qualified Medicare Beneficiary – Health First Colorado pays for some or all of Medicare Part A premiums, Part B premiums, Medicare deductibles, co-insurance, and co-pays.

1.1.35 QMB Dual Eligible (Medicare/Health First Colorado) – Qualified Medicare Beneficiary Dual Eligible - 65 years or older, or disabled, status under Social Security or Railroad Retirement assistance with Medicare premiums and out of pocket Health First Colorado expenses.

1.1.36 Qualified Grantee – An entity that can demonstrate it can provide or Arrange For the provision of Covered Dental Care Services and may include but is not limited to:

1.1.36.1 An Area Agency on Aging, as defined in section 26-11-201, C.R.S. (2014);

1.1.36.2 A community-based organization or foundation;

1.1.36.3 A Federal Qualified Health Center, safety-net clinic, or health district;

1.1.36.4 A local public health agency; or

1.1.36.5 A private dental practice.

1.1.37 Qualified Provider – A licensed dentist or dental hygienist in good standing in Colorado or a person who employs a licensed dentist or dental hygienist in good standing in Colorado and who is willing to accept reimbursement for Covered Dental Services. A Qualified Provider may also be a Qualified Grantee if the person meets the qualifications of a Qualified Grantee.

1.1.38 Senior Dental Advisory Committee (DAC) – The advisory committee established pursuant to section 25.5-3-406, C.R.S. (2018).

1.1.39 Senior Dental Program – Colorado Dental Health Care Program for Low-Income Seniors.

1.1.40 SharePoint – A cloud-based service used by HCPF to send and receive files and invoices securely.

1.1.41 SLMB – Specified Low-Income Medicare Beneficiary – Age 65 or older or disabled, limited financial resources and income, Health First Colorado pays Part B premiums only.

1.1.42 State Confidential Information – Any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PHI, PII, Tax Information and State personnel records not subject to disclosure under CORA.

1.1.43 State Fiscal Rules – The fiscal rules promulgated by the Colorado State Controller pursuant to C.R.S. §24-30-202(13)(a).

1.1.44 State Fiscal Year or SFY – A twelve-month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.

2.0 GENERAL REQUIREMENTS

2.1 The Qualified Grantee shall comply with all program rules stipulated in 10 CCR 2505-10, Section 8.960 and any policy directives by HCPF.

2.2 The Qualified Grantee shall direct seniors to apply for dental and oral health coverage through Health First Colorado or the OAP Health and Medical Care Fund if they do not qualify for the Senior Dental Program.

2.3 The Qualified Grantee shall only use Senior Dental Program funds to provide dental services to adults who are 60 years of age or older, who are at or below 250% of the most current Federal Poverty Level guidelines, who are Colorado residents, who do not qualify for Health First Colorado or the OAP Health and Medical Care Program, and who do not have private dental coverage.

2.4 The Qualified Grantee shall provide HCPF with a list of all Qualified Providers, that are in good standing with the state of Colorado, within ten (10) business days of beginning of this Contract.

2.5 The Qualified Grantee shall notify HCPF of any changes in the Qualified Providers throughout the term of this Contract within ten (10) business day of the change.

2.6 The Qualified Grantee shall notify HCPF immediately if any Qualified Provider licensed to practice dentistry in Colorado, that accepts funds from the Senior Dental Program, is no longer licensed in good standing with the Colorado Dental Board.

2.7 The Qualified Grantee shall not invoice HCPF more than the Max Allowable Fee per procedure listed in the Covered Dental Care Services for the Senior Dental Program.

2.8 The Qualified Grantee shall not invoice HCPF for any dental procedures that are not listed in the Covered Dental Services for the Senior Dental Program.

2.9 The Qualified Grantee shall not ask the Qualified Senior to pay more than the Max Patient Co-Pay listed in the Covered Dental Services for the Senior Dental Program.

2.10 The Qualified Grantee shall not invoice HCPF prior to any dental services being performed and completed.

2.11 The Qualified Grantee shall not invoice HCPF for more than seven percent (7%) of the invoice amount for administrative purposes.

2.12 The Qualified Grantee shall not invoice HCPF for services covered by Health First Colorado, OAP, or any other oral health benefit.

2.13 The Qualified Grantee shall not surpass the Senior Dental Program's Awarded amount without first obtaining written permission from HCPF.

2.14 The Qualified Grantee shall distribute grant funds to Qualified Providers in their service area or directly provided Covered Dental Care Services to Eligible Seniors in their service area.

2.14.1 If the Qualified Grantee and/or the Qualified Provider has an NPI number, they shall bill the MAP for dental procedures covered by the MAP prior to seeking payment from HCPF.

2.14.2 The Senior Dental Program is secondary to the MAP dental coverage.

2.14.3 Qualified Grantees shall not bill HCPF for any procedures covered by MAPs that have been billed and paid by the MAP.

2.15 The Qualified Grantee shall not submit duplicate invoices and/or procedures to HCPF.

2.16 The Qualified Grantee shall identify and provide outreach to Eligible Seniors and Qualified Providers.

2.17 If the Qualified Grantee is unable to contact an Eligible Senior for delivery of a denture created under the Senior Dental Program, the Qualified Grantee may receive partial reimbursement.

2.17.1 The Qualified Grantee may submit an invoice from the prosthodontic laboratory along with the denture to HCPF to the attention of the State Programs Unit, Special Financing Division.

2.17.2 If the Eligible Senior is deceased, the denture does not need to be sent to HCPF if a death certificate or other evidence of death is provided with the lab's invoice.

2.17.3 The Qualified Grantee may be reimbursed the amount of the prosthodontic laboratory invoice or the Senior Dental Program's fee schedule, whichever is less.

2.18 The Qualified Grantee shall demonstrate collaboration with community-based organizations in its annual report. The Qualified Grantee shall achieve this collaboration by documenting, at a minimum, the following:

2.181 Exchanging ideas and information with community-based organizations in the effort to reach out to Eligible Seniors.

2.182 Have regular short-term milestones.

2.183 Focus on underlying causes if there is low participation of Eligible Seniors in the Senior Dental Program.

2.184 Have clear goals and strategies to create and maintain a collaborative environment.

2.185 Have clear values to identify risks.

2.186 Have an ethics policy in place to deal with any conflict of interests that may arise.

2.187 Listing lessons learned in the collaborative relationship and what changes may be made in the future to increase the number of seniors served under this Contract.

2.19 The Qualified Grantee shall ensure that Eligible Seniors receive Covered Dental Care Services efficiently without duplication of services.

2.20 The Qualified Grantee shall maintain records for a minimum of six (6) years that includes but is not limited to:

2.20.1 Names of Eligible Seniors;

2.20.2 Eligible Senior's documentation showing date of birth;

2.20.3 Date(s) of service;

2.20.4 Dental service(s) provided;

2.20.5 Qualified Provider performing the dental services;

2.20.6 Tooth numbers, surfaces, and quadrants;

2.20.7 Co-payments received from Eligible Seniors for said dental services;

2.20.8 Eligible Seniors proof of income or statement showing the Eligible Senior self-declared;

2.20.9 Amount invoiced to HCPF for said services; and

2.20.10 If the Eligible Senior was also covered by MAP dental.

2.21 Eligible Senior's documentation showing lawful presence in the state of Colorado and a signed Senior Dental Program lawful presence affidavit form prior to July 1, 2022. And no lawful presence forms nor documentation is requested from the Eligible Senior effective July 1, 2022.

2.22 The Qualified Grantee shall invoice HCPF using the authorized Excel format of HCPF's choosing.

2.23 The Qualified Grantee shall provide copies of any supporting documentation to HCPF upon request of HCPF and without charge.

2.24 The Qualified Grantee shall provide primary and secondary point of contact information that includes, at a minimum, the following: Name, phone number, and email address.

2.25 The Qualified Grantee shall notify HCPF immediately of any changes in contact's name, phone numbers, or emails.

2.26 The Qualified Grantee shall respond to all telephone calls, voicemails and e-mail inquiries from HCPF within two (2) business days.

2.27 The Qualified Grantee shall enable all Qualified Grantee staff to exchange documents and electronic files with HCPF staff in formats compatible with HCPF's systems.

3.0 IDENTIFYING ELIGIBLE SENIORS AND PRIORITIZING CARE

3.1 The Qualified Grantee shall identify Eligible Seniors. This shall include, at a minimum, all the following:

3.1.1 Use existing income determinations, create a specific income determination for the Senior Dental Program, or Eligible Seniors may self-declare current income.

3.1.2 Perform reasonable screening to determine eligibility for Health First Colorado or the OAP Health and Medical Care Program.

3.1.3 Obtain denial letters if the senior appears to be categorically eligible for Health First Colorado or any other public health program.

3.1.4 Review original and obtain copies of the reviewed documentation that the potentially Eligible Senior is a resident of the state of Colorado.

3.1.5 Retaining all above documents in the Eligible Seniors file for a minimum of six (6) years as described above in part 2.19.

3.2 Prioritize Covered Dental Services for Eligible Seniors most in need of dental care.

4.0 INVOICING

4.1 The Qualified Grantee shall provide the monthly invoice by the 15th of the following month. If the 15th is not a business day, the invoice shall be due the previous business day to receive payment from HCPF within forty-five (45) business days after the due date. The due dates for FY2024-25 are as follows:

INVOICE MONTH	DUE DATE
July 2024	August 15, 2024
August 2024	September 13, 2024
September 2024	October 15, 2024
October 2024	November 15, 2024
November 2024	December 13, 2024

December 2024	January 15, 2025
January 2025	February 14, 2025
February 2025	March 14, 2025
March 2025	April 15, 2025
April 2025	May 15, 2025
May 2025	June 13, 2025
June 2025	July 15, 2025

4.2 If the monthly invoice is submitted and all fields are not completed acceptably, the invoice may be rejected, and the Qualified Grantee will be informed by HCPF. If this should occur HCPF will pay the Qualified Grantee within sixty (60) business days of the date of the corrected invoice.

4.3 HCPF will pay no more than the Program Payment for Covered Dental Care Services.

4.4 It is the judgement of the Qualified Grantee whether to charge the Eligible Senior a co-payment. If an Eligible Senior is charged a co-payment the Qualified Grantee shall not exceed the Max Patient Co-Pay amount and ensure all co-payments collected are submitted on the monthly invoice to HCPF.

4.5 Covered Dental Care Services must be provided prior to submitting an invoice for that Eligible Senior.

4.6 No Qualified Provider should be informed by the Qualified Grantee that a treatment plan that leads into the following State Fiscal Year will be paid by HCPF as the Senior Dental Program is contingent upon appropriation by the General Assembly and is subject to available funding.

4.7 Invoices indicating more than seven percent (7%) administrative purposes of the amount being paid will be rejected and the terms listed in 4.2 will apply.

4.8 Invoices will be submitted to HCPF via SharePoint only.

5.0 ANNUAL REPORTING

5.1 The Qualified Grantee shall submit a Senior Dental Program Annual Report to HCPF no later than September 1st and annually thereafter. If the due date falls on a non-workday for HCPF, the annual report will be due the previous workday.

5.2 The Annual Report shall be in a format specified by HCPF and will include information for the July 1 through June 30 grant period.

5.3 The Annual Report shall include, at the minimum, the following information:

5.3.1 The total number of Eligible Seniors served.

5.3.2 The categories of Covered Dental Services provided.

5.3.3 An itemization of Senior Dental Program administrative expenditures.

5.3.4 Any problems encountered;

5.3.5 The total amount billed and paid by Medicare or MAP dental plans; and

5.3.6 Any other information deemed relevant by HCPF.

6.0 AUDITS OF QUALIFIED GRANTEE PERFORMANCE

6.1 Auditing files.

6.1.1 Random audits may occur at any time and may occur up to four (4) times per year. If the audit is not on-site, the Qualified Grantee will have thirty (30) business days to send the client's file to HCPF.

6.1.2 If the files do not reach HCPF within thirty (30) business days refer to 6.3.

6.1.3 A report of the findings will be sent to the Qualified Grantee and a copy will also be put in the Qualified Grantee's file at HCPF.

6.2 If HCPF receives any complaints regarding the mistreatment of an Eligible Senior, the Eligible Senior will be instructed to file a complaint with HCPF of Regulatory Agencies. If the complaint proves to be factual refer to 6.3.

6.3 If HCPF discovers that the Qualified Grantee has not complied with any requirements of this Contract with HCPF the following, at a minimum, will ensue:

6.3.1 The Qualified Grantee will receive a written corrective action for the first offense and a corrective action plan must be submitted to HCPF within ten (10) business days of notification of the corrective action.

6.3.2 If a second offense occurs the Qualified Grantee will be terminated from the Senior Dental Program and all remaining awarded grant monies will be revoked.

6.4 If the Grantee terminates from the Senior Dental Program, the Grantee must submit all required information requested by HCPF for future audits that include the fiscal years the Grantee was part of the Senior Dental Program.

7.0 CONFLICTS OF INTEREST

7.1 Actual Conflicts of Interest

Qualified Grantee shall not engage in any business, activities or maintain any relationships that conflict in any way with the full performance of the obligations of Contractor under this Contract. Such a conflict of interest would arise when a Qualified Grantee's or Subcontractor's employee, officer, or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Contract.

7.2 Apparent Conflicts of Interest

Qualified Grantee acknowledges that, with respect to this Contract, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written

approval, Qualified Grantee shall refrain from any practices, activities, or relationships that reasonably appear to be in conflict with the full performance of Qualified Grantee's obligations under this Contract.

7.3 Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Qualified Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Qualified Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Contract.

8.0 INDEMNIFICATION

8.1 General Indemnification

Qualified Grantee shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the "indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Qualified Grantee, or its employees, agents, third-party contracts, or assignees in connection with this Contract.

8.2 Any Qualified Grantees that are publicly funded are exempt from 8.1 and Exhibit A, sections 2. A. and 2.e.

9.0 COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-1)

9.1 CONTROLLER APPROVAL. C.R.S. §24-30-202(1)

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee.

9.2 FUND AVAILABILITY. C.R.S. §24-30-202(5.5)

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for the purpose being appropriated, budgeted, and otherwise made available.

9.3 GOVERNMENTAL IMMUNITY

No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, C.R.S. §24-10-101, *et seq.*, or the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b).

9.4 INDEPENDENT QUALIFIED GRANTEE

Grantees shall perform its duties hereunder as a Grantee and not as an employee. Neither Grantee nor any agent or employee of the Grantee shall be deemed to be an agent or employee of the State. Grantees and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State

shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Unemployment insurance benefits will be available to grantees and its employees and agents only if such coverage is made available to Grantee or a third party. Grantees shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this contract. Qualified Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Grantees shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.

9.5 COMPLIANCE WITH LAW

Grantees shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitations, laws applicable to discrimination and unfair employment practices.

9.6 VENDOR OFFSET. C.R.S. §§24-30-202(1) AND 24-30-202.4

[Not applicable to intergovernmental agreements] Subject to C.R.S. §24-30-202.4(3.5), the State Controller may withhold payment under the States vendor offset intercept system for debts owed to State agencies for: (i) unpaid child support debts or child support arrearages; (ii) unpaid balances of tax, accrued interest, or other charges specified in C.R.S. §39-21-101, *et seq.*; (iii) unpaid loans due to the Student Loan Division of the Department of Higher Education; (iv) amounts required to be paid to the Unemployment Compensation Fund; and (v) other unpaid debts owing to the State as a result of final agency determination or judicial action.

9.7 PUBLIC CONTRACTS FOR SERVICES. C.R.S.

[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] Grantee certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Contract through participation in the E-Verify Program established under Pub. L. 104-208 or the State verification program established pursuant to C.R.S. §8-17.5-102(5)(c). Grantee shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a Subcontractor that fails to certify to Grantee that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor (i) shall not use E-Verify Program or State program procedures to undertake pre-employment screening of job applicants while this Contract is being performed, (ii) shall notify the Subcontractor and the contracting State agency within three (3) days if Contractor has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Contract, (iii) shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within three (3) days of receiving the notice, and (iv) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to C.R.S. §8-17.5-102(5), by the Colorado Department

of Labor and Employment. If Grantee participates in the State program, Grantee shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the State program. If Contractor fails to comply with any requirement of this provision or C.R.S. §8-17.5-101, *et seq.,* the contracting State agency, institution of higher education or political subdivision may terminate this Contract for breach and, if so terminated, Grantee shall be liable for damages.

9.8 PUBLIC CONTRACTS WITH NATURAL PERSONS. C.R.S. §24-76.5-101, *et seq.*

Grantees, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (i) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of C.R.S. §24-76.5-101, *et seq.*, and (iii) has produced one form of identification required by C.R.S. §24-76.5-103, prior to the Effective Date of this Contract.

10.0 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).

10.1 Federal law and regulations governing the privacy of certain health information requires a business associate contract between HCPF and the Qualified Grantee. 45 C.F.R. § 164.504(E). Attached hereto and incorporated herein by reference and agreed to by the parties is a HIPAA Business Associate Addendum for HIPAA compliance. Terms of the Addendum shall be considered binding upon the execution of this contract and shall remain in effect during the term of the contract including any extensions.

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

* Persons signing for Qualified Grantee hereby swear and affirm that they are authorized to act on Qualified Grantee's behalf and acknowledge that the State is relying on their representations to that effect.

CONTRACTOR **Regents of the University of Colorado, School of Dental Medicine**	**STATE OF COLORADO** **Jared S. Polis, Governor** Department of Health Care Policy and Financing Kim Bimestefer, Executive Director
_____ ***Signature** **Date:** _____ **By:** _____ **Title:** _____	_____ By: Kim Bimestefer, Executive Director Signatory avers to the State Controller or delegate that Contractor has not begun performance or that a Statutory Violation waiver has been requested under Fiscal Rules **Date:** _____
	LEGAL REVIEW **Phil Weiser, Attorney General** **By:** _____ Signature - Assistant Attorney General **Date:** _____

In accordance with CRS §24-30-202, this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
Department of Health Care Policy and Financing

Date: _____

EXHIBIT A, HIPAA BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum ("Addendum") is part of the Contract between the State of Colorado, Department of Health Care Policy and Financing and the Contractor. For purposes of this Addendum, the State is referred to as "HCPF", "Covered Entity" or "CE" and the Qualified Grantee is referred to as "Associate". Unless the context clearly requires a distinction between the Contract document and this Addendum, all references herein to "the Contract" or "this Contract" include this Addendum.

RECITALS

A. CE wishes to disclose certain information to Associate pursuant to the terms of the Contract, some of which may constitute Protected Health Information ("PHI") (defined below).

B. CE and Associate intend to protect the privacy and provide for the security of PHI disclosed to Associate pursuant to this Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. §1320d – 1320d-8 ("HIPAA") as amended by the American Recovery and Reinvestment Act of 2009 ("ARRA")/HITECH Act (P.L. 111-005), and its implementing regulations promulgated by the U.S. Department of Health and Human Services, 45 C.F.R. Parts 160, 162 and 164 (the "HIPAA Rules") and other applicable laws, as amended.

C. As part of the HIPAA Rules, the CE is required to enter into a contract containing specific requirements with Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 160.103, 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Addendum.

The parties agree as follows:

1. Definitions.

a. Except as otherwise defined herein, capitalized terms in this Addendum shall have the definitions set forth in the HIPAA Rules at 45 C.F.R. Parts 160, 162 and 164, as amended. In the event of any conflict between the mandatory provisions of the HIPAA Rules and the provisions of this Contract, the HIPAA Rules shall control. Where the provisions of this Contract differ from those mandated by the HIPAA Rules, but are nonetheless permitted by the HIPAA Rules, the provisions of this Contract shall control.

b. "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 C.F.R. Section 164.501.

c. "Protected Information" shall mean PHI provided by CE to Associate or created, received, maintained or transmitted by Associate on CE's behalf. To the extent Associate is a covered entity under HIPAA and creates or obtains its own PHI for treatment, payment and health care operations, Protected Information under this Contract does not include any PHI created or obtained by Associate as a covered entity and Associate shall follow its own policies and procedures for accounting, access and amendment of Associate's PHI.

d. "Subcontractor" shall mean a third party to whom Associate delegates a function, activity, or service that involves CE's Protected Information, in order to carry out the responsibilities of this Agreement.

2. Obligations of Associate.

a. Permitted Uses. Associate shall not use Protected Information except for the purpose of performing Associate's obligations under this Contract and as permitted under this Addendum. Further, Associate shall not use Protected Information in any manner that would constitute a violation of the HIPAA Rules if so used by CE, except that Associate may use Protected Information: (i) for the proper management and administration of Associate; (ii) to carry out the legal responsibilities of Associate; or (iii) for Data Aggregation purposes for the Health Care Operations of CE. Additional provisions, if any, governing permitted uses of Protected Information are set forth in Attachment A to this Addendum. Associate agrees to defend and indemnify HCPF against third party claims arising from Associate's breach of this Addendum.

b. Permitted Disclosures. Associate shall not disclose Protected Information in any manner that would constitute a violation of the HIPAA Rules if disclosed by CE, except that Associate may disclose Protected Information: (i) in a manner permitted pursuant to this Contract; (ii) for the proper management and administration of Associate; (iii) as required by law; (iv) for Data Aggregation purposes for the Health Care Operations of CE; or (v) to report violations of law to appropriate federal or state authorities, consistent with 45 C.F.R. Section 164.502(j)(1). To the extent that Associate discloses Protected Information to a third party Subcontractor, Associate must obtain, prior to making any such disclosure: (i) reasonable assurances through execution of a written agreement with such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party; and that such third party will notify Associate within five (5) business days of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach. Additional provisions, if any, governing permitted disclosures of Protected Information are set forth in Attachment A.

c. Appropriate Safeguards. Associate shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information other than as permitted by this Contract. Associate shall comply with the requirements of the HIPAA Security Rule, at 45 C.F.R. Sections 164.308, 164.310, 164.312, and 164.316. Associate shall maintain a comprehensive written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Associate's operations and the nature and scope of its activities. Associate shall review, modify, and update documentation of its

safeguards as needed to ensure continued provision of reasonable and appropriate protection of Protected Information.

d. Reporting of Improper Use or Disclosure. Associate shall report to CE in writing any use or disclosure of Protected Information other than as provided for by this Contract within five (5) business days of becoming aware of such use or disclosure.

e. Associate's Agents. If Associate uses one or more Subcontractors or agents to provide services under the Contract, and such Subcontractors or agents receive or have access to Protected Information, each Subcontractor or agent shall sign an agreement with Associate containing substantially the same provisions as this Addendum and further identifying CE as a third party beneficiary with rights of enforcement and indemnification from such Subcontractors or agents in the event of any violation of such Subcontractor or agent agreement. The agreement between the Associate and Subcontractor or agent shall ensure that the Subcontractor or agent agrees to at least the same restrictions and conditions that apply to Associate with respect to such Protected Information. Associate shall implement and maintain sanctions against agents and Subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation.

f. Access to Protected Information. If Associate maintains Protected Information contained within CE's Designated Record Set, Associate shall make Protected Information maintained by Associate or its agents or Subcontractors in such Designated Record Sets available to CE for inspection and copying within ten (10) business days of a request by CE to enable CE to fulfill its obligations to permit individual access to PHI under the HIPAA Rules, including, but not limited to, 45 C.F.R. Section 164.524. If such Protected Information is maintained by Associate in an electronic form or format, Associate must make such Protected Information available to CE in a mutually agreed upon electronic form or format.

g. Amendment of PHI. If Associate maintains Protected Information contained within CE's Designated Record Set, Associate or its agents or Subcontractors shall make such Protected Information available to CE for amendment within ten (10) business days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, and shall incorporate any such amendment to enable CE to fulfill its obligations with respect to requests by individuals to amend their PHI under the HIPAA Rules, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from Associate or its agents or Subcontractors, Associate must notify CE in writing within five (5) business days of receipt of the request. Any denial of amendment of Protected Information maintained by Associate or its agents or Subcontractors shall be the responsibility of CE.

h. Accounting Rights. Associate and its agents or Subcontractors shall make available to CE, within ten (10) business days of notice by CE, the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the HIPAA Rules, including, but not limited to, 45 C.F.R. Section 164.528. In the event that the request for an accounting is delivered directly to Associate or its agents or Subcontractors, Associate shall within five (5) business days of the receipt of the request, forward it to CE in writing. It shall be CE's

responsibility to prepare and deliver any such accounting requested. Associate shall not disclose any Protected Information except as set forth in Section 2(b) of this Addendum.

i. Governmental Access to Records. Associate shall keep records and make its internal practices, books and records relating to the use and disclosure of Protected Information available to the Secretary of the U.S. Department of Health and Human Services (the "Secretary"), in a time and manner designated by the Secretary, for purposes of determining CE's or Associate's compliance with the HIPAA Rules. Associate shall provide to CE a copy of any Protected Information that Associate provides to the Secretary concurrently with providing such Protected Information to the Secretary when the Secretary is investigating CE. Associate shall cooperate with the Secretary if the Secretary undertakes an investigation or compliance review of Associate's policies, procedures or practices to determine whether Associate is complying with the HIPAA Rules, and permit access by the Secretary during normal business hours to its facilities, books, records, accounts, and other sources of information, including Protected Information, that are pertinent to ascertaining compliance.

j. Minimum Necessary. Associate (and its agents or Subcontractors) shall only request, use and disclose the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure, in accordance with the Minimum Necessary requirements of the HIPAA Rules including, but not limited to, 45 C.F.R. Sections 164.502(b) and 164.514(d).

k. Data Ownership. Associate acknowledges that Associate has no ownership rights with respect to the Protected Information.

l. Retention of Protected Information. Except upon termination of the Contract as provided in Section 4(c) of this Addendum, Associate and its Subcontractors or agents shall retain all Protected Information throughout the term of this Contract and shall continue to maintain the information required under Section 2(h) of this Addendum for a period of six (6) years.

m. Associate's Insurance. Associate shall maintain insurance to cover loss of PHI data and claims based upon alleged violations of privacy rights through improper use or disclosure of PHI. All such policies shall meet or exceed the minimum insurance requirements of the Contract (e.g., occurrence basis, combined single dollar limits, annual aggregate dollar limits, additional insured status and notice of cancellation).

n. Notification of Breach. During the term of this Contract, Associate shall notify CE within five (5) business days of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of Protected Information and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. Associate shall not initiate notification to affected individuals per the HIPAA Rules without prior notification and approval of CE. Information provided to CE shall include the identification of each individual whose unsecured PHI has been, or is reasonably believed to have been accessed, acquired or disclosed during the breach. Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

o. Audits, Inspection and Enforcement. Within ten (10) business days of a written request by CE, Associate and its agents or Subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether Associate has complied with this Addendum; provided, however, that: (i) Associate and CE shall mutually agree in advance upon the scope, timing and location of such an inspection; and (ii) CE shall protect the confidentiality of all confidential and proprietary information of Associate to which CE has access during the course of such inspection. The fact that CE inspects, or fails to inspect, or has the right to inspect, Associate's facilities, systems, books, records, agreements, policies and procedures does not relieve Associate of its responsibility to comply with this Addendum, nor does CE's (i) failure to detect or (ii) detection, but failure to notify Associate or require Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract.

p. Safeguards During Transmission. Associate shall be responsible for using appropriate safeguards, including encryption of PHI, to maintain and ensure the confidentiality, integrity and security of Protected Information transmitted to CE pursuant to the Contract, in accordance with the standards and requirements of the HIPAA Rules.

q. Restrictions and Confidential Communications. Within ten (10) business days of notice by CE of a restriction upon uses or disclosures or request for confidential communications pursuant to 45 C.F.R. Section 164.522, Associate will restrict the use or disclosure of an individual's Protected Information. Associate will not respond directly to an individual's requests to restrict the use or disclosure of Protected Information or to send all communication of Protected Information to an alternate address. Associate will refer such requests to the CE so that the CE can coordinate and prepare a timely response to the requesting individual and provide direction to Associate.

3. Obligations of CE.

a. Safeguards During Transmission. CE shall be responsible for using appropriate safeguards, including encryption of PHI, to maintain and ensure the confidentiality, integrity and security of Protected Information transmitted pursuant to this Contract, in accordance with the standards and requirements of the HIPAA Rules.

b. Notice of Changes. CE maintains a copy of its Notice of Privacy Practices on its website. CE shall provide Associate with any changes in, or revocation of, permission to use or disclose Protected Information, to the extent that it may affect Associate's permitted or required uses or disclosures. To the extent that it may affect Associate's permitted use or disclosure of PHI, CE shall notify Associate of any restriction on the use or disclosure of Protected Information that CE has agreed to in accordance with 45 C.F.R. Section 164.522.

4. Termination.

a. Material Breach. In addition to any other provisions in the Contract regarding breach, a breach by Associate of any provision of this Addendum, as determined by CE, shall

constitute a material breach of this Contract and shall provide grounds for immediate termination of this Contract by CE pursuant to the provisions of the Contract covering termination for cause, if any. If the Contract contains no express provisions regarding termination for cause, the following terms and conditions shall apply:

(1) Default. If Associate refuses or fails to timely perform any of the provisions of this Contract, CE may notify Associate in writing of the non-performance, and if not promptly corrected within the time specified, CE may terminate this Contract. Associate shall continue performance of this Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services elsewhere.

(2) Associate's Duties. Notwithstanding termination of this Contract, and subject to any directions from CE, Associate shall take timely, reasonable and necessary action to protect and preserve property in the possession of Associate in which CE has an interest.

b. Reasonable Steps to Cure Breach. If CE knows of a pattern of activity or practice of Associate that constitutes a material breach or violation of the Associate's obligations under the provisions of this Addendum or another arrangement, then CE shall take reasonable steps to cure such breach or end such violation. If CE's efforts to cure such breach or end such violation are unsuccessful, CE shall terminate the Contract, if feasible. If Associate knows of a pattern of activity or practice of a Subcontractor or agent that constitutes a material breach or violation of the Subcontractor's or agent's obligations under the written agreement between Associate and the Subcontractor or agent, Associate shall take reasonable steps to cure such breach or end such violation, if feasible.

c. Effect of Termination.

(1) Except as provided in paragraph (2) of this subsection, upon termination of this Contract, for any reason, Associate shall return or destroy all Protected Information that Associate, or its agents or Subcontractors still maintain in any form and shall retain no copies of such Protected Information. If Associate elects to destroy the Protected Information, Associate shall certify in writing to CE that such Protected Information has been destroyed.

(2) If Associate believes that returning or destroying the Protected Information is not feasible, Associate shall promptly provide CE notice of the conditions making return or destruction infeasible. Associate shall continue to extend the protections of Sections 2(a), 2(b), 2(c), 2(d) and 2(e) of this Addendum to such Protected Information and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

5. Injunctive Relief. CE shall have the right to injunctive and other equitable and legal relief against Associate or any of its Subcontractors or agents in the event of any use or disclosure of Protected Information in violation of this Contract or applicable law.

6. No Waiver of Immunity. No term or condition of this Contract 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, CRS 24-10-101 *et seq*. or the

Federal Tort Claims Act, 28 U.S.C. 2671 *et seq*. as applicable, as now in effect or hereafter amended.

7. Limitation of Liability. Any limitation of Associate's liability in the Contract shall be inapplicable to the terms and conditions of this Addendum.

8. Disclaimer. CE makes no warranty or representation that compliance by Associate with this Contract or the HIPAA Rules will be adequate or satisfactory for Associate's own purposes. Associate is solely responsible for all decisions made by Associate regarding the safeguarding of PHI.

9. Certification. To the extent that CE determines an examination is necessary in order to comply with CE's legal obligations pursuant to the HIPAA Rules relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine Associate's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which Associate's security safeguards comply with the HIPAA Rules or this Addendum.

10. Amendment.

a. Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of the HIPAA Rules and other applicable laws relating to the confidentiality, integrity, availability and security of PHI. The parties understand and agree that CE must receive satisfactory written assurance from Associate that Associate will adequately safeguard all Protected Information and that it is Associate's responsibility to receive satisfactory written assurances from Associate's Subcontractors and agents. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Addendum embodying written assurances consistent with the standards and requirements of the HIPAA Rules or other applicable laws. CE may terminate this Contract upon thirty (30) days written notice in the event (i) Associate does not promptly enter into negotiations to amend this Contract when requested by CE pursuant to this Section, or (ii) Associate does not enter into an amendment to this Contract providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of the HIPAA Rules.

b. Amendment of Attachment A. Attachment A may be modified or amended by mutual agreement of the parties in writing from time to time without formal amendment of this Addendum.

11. Assistance in Litigation or Administrative Proceedings. Associate shall make itself, and any Subcontractors, employees or agents assisting Associate in the performance of its obligations under the Contract, available to CE, at no cost to CE, up to a maximum of thirty (30) hours, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being

commenced against CE, its directors, officers or employees based upon a claimed violation of the HIPAA Rules or other laws relating to security and privacy or PHI, in which the actions of Associate are at issue, except where Associate or its Subcontractor, employee or agent is a named adverse party.

12. No Third-Party Beneficiaries. Nothing express or implied in this Contract is intended to confer, nor shall anything herein confer, upon any person other than CE, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

13. Interpretation and Order of Precedence. The provisions of this Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. Together, the Contract and this Addendum shall be interpreted as broadly as necessary to implement and comply with the HIPAA Rules. The parties agree that any ambiguity in this Contract shall be resolved in favor of a meaning that complies and is consistent with the HIPAA Rules. This Contract supersedes and replaces any previous separately executed HIPAA addendum between the parties.

14. Survival of Certain Contract Terms. Notwithstanding anything herein to the contrary, Associate's obligations under Section 4(c) ("Effect of Termination") and Section 12 ("No Third-Party Beneficiaries") shall survive termination of this Contract and shall be enforceable by CE as provided herein in the event of such failure to perform or comply by the Associate. This Addendum shall remain in effect during the term of the Contract including any extensions.

ATTACHMENT A

This Attachment sets forth additional terms to the HIPAA Business Associate Addendum, which is part of the Contract between the State of Colorado, Department of Health Care Policy and Financing and the Contractor and is effective as of the date of the Contract (the "Attachment Effective Date"). This Attachment may be amended from time to time as provided in Section 10(b) of the Addendum.

1. Additional Permitted Uses. In addition to those purposes set forth in Section 2(a) of the Addendum, Associate may use Protected Information as follows:

"No Additional Permitted Uses" or type in additional permitted uses

2. Additional Permitted Disclosures. In addition to those purposes set forth in Section 2(b) of the Addendum, Associate may disclose Protected Information as follows:

"No additional permitted disclosures" or type any additional permitted disclosures.

3. Subcontractor(s). The parties acknowledge that the following subcontractors or agents of Associate shall receive Protected Information in the course of assisting Associate in the performance of its obligations under this Contract:

"No subcontractors" or type the names of any subcontractors that will receive Protected Information.

4. Receipt. Associate's receipt of Protected Information pursuant to this Contract shall be deemed to occur as follows and Associate's obligations under the Addendum shall commence with respect to such Protected Information upon such receipt:

Upon receipt of PHI from HCPF.

5. Additional Restrictions on Use of Data. CE is a Business Associate of certain other Covered Entities and pursuant to such obligations of CE, Associate shall comply with the following restrictions on the use and disclosure of Protected Information:

"No additional restrictions on Use of Data" or type any additional restrictions.

6. Additional Terms. This may include specifications for disclosure format, method of transmission, use of an intermediary, use of digital signatures or PKI, authentication, additional security or privacy specifications, de-identification/re-identification of data, etc.

"No additional terms" or type any additional terms.

Health District
OF NORTHERN LARIMER COUNTY

99-01 Pol: Contract Signature Policy

Approved July 23, 1996
Amended January 25, 2022

Preamble: The business of operating the Health District of Northern Larimer County requires the execution of a wide variety of agreements and contracts. In order to facilitate the execution of those documents, it is appropriate for the Board to determine a policy of limitation of authority for contracts in which Health District funds (not grant, partner, or other funds) will be expended.

Note: *For the second and third categories below, if time is of the essence and the Board President determines that the contract is likely to be non-controversial to the Board, the Board President may approve and sign the contract, subject to ratification by the Board at the subsequent meeting.*

Memos of Agreement and Contracts Under $10,000

When a memo of agreement, contract, or other document implements a Board-adopted program or budget, and is in an amount less than $10,000, the Program Director is authorized to sign the agreement. If a Memo of Agreement with a health care provider or consultant sets a price per service or hour but does not set a total amount, the Program Director is responsible for monitoring payments on the contract to insure that expenditures do not exceed the approved budget.

Memos of Agreement and Contracts Under $50,000

When a memo of agreement, contract, or other document implements a program or budget that has been included in the budget authorized by the Board of Directors, and is in an amount less than $50,000, the Executive Director (or, in the Executive Director's absence, their staff designee) is authorized to sign the agreement.

Memos of Agreement and Contracts $50,000 to $150,000

Projects that are in the amount of $50,000 to $150,000 require general approval of the Board of Directors, and the corresponding contract or other document will be signed by the Executive Director (or, in the Executive Director's absence, their staff designee), and the Board President (or, in the Board President's absence, the Board Vice President). "General approval" means that the Board has considered the general concept of the project in a board meeting and has voted to approve the expenditure.

Memos of Agreement and Contracts Exceeding $150,000

Projects that are in an amount exceeding $150,000 will require specific approval of the Board of Directors, and the wording of the actual contract or other document will be submitted to board members for their review prior to signature. The document will be signed by the Executive Director (or, in the Executive Director's absence, their staff designee), and the Board President (or, in the Board President's absence, the Board Vice President).

ADOPTED, on the 23rd day of July, A.D., 1996
RATIFIED, on the 11th day of February, A.D., 1999
RATIFIED, on the 24th day of February, A.D., 2004
AMENDED, on the 23rd day of October, A.D., 2012
AMENDED, on the 23rd day of August, A.D., 2016
AMENDED, on the 28th day of September, A.D., 2021

Attested by:

DocuSigned by:
D8E7E32D0C204EF...
Molly J. Gutilla, MS, DrPH, President

DocuSigned by:
Julie Kunce Field
910B9CCE265F41D...
Julie Kunce Field, JD, Vice President

DocuSigned by:
Ann Yanagi
7D3B8F7837464AE...
Ann Yanagi, MD, Secretary

DocuSigned by:
Joseph Prows
35DE8BF7DEE344A...
Joseph Prows, MD, Treasurer

DocuSigned by:
Celeste Holder Kling
ABCE4BE3BEEC448...
Celeste Holder Kling, JD, Liaison to PVHS Board

Health District
OF NORTHERN LARIMER COUNTY

AGENDA DOCUMENTATION

Meeting Date: April 23, 2024

SUBJECT:

Resolution 2024-07 Compensation Policy for the Board of Directors

PRESENTER: Xochitl Fragoso

OUTCOME REQUESTED: __X__ Decision __Consent _____Report

PURPOSE/ BACKGROUND

Board Members compensation shall be established by a Board resolution, as governed by C.R.S. § 32-1-902(3). Directors serving on the Board shall be compensated $100 per public meeting attended, including any regular Board meeting, special Board meeting or Board work session, not to exceed $2,400 per year. Board members will not be compensated for ceremonial events where no business is conducted, even if a notice for such meeting is posted.

Attachment(s):

Resolution 2024-07 of the Board of Directors of the Health District of Northern Larimer County Adopting a Compensation Policy for Directors

FISCAL IMPACT

Board Compensation was adopted in the 2024 budget. Therefore, no additional fiscal impact.

STAFF RECOMMENDATION

Adopt Resolution 2024-07 Compensation Policy for the Board of Directors.

Health District of Northern Larimer County
Resolution No. 24-07

A Resolution of the Board of Directors of the Health District of Northern Larimer County Adopting a Compensation Policy for Directors

Whereas, pursuant to C.R.S. § 32-1-902(3)(a)(II), each of the Board of Directors serving a term after January 1, 2018, may receive, as compensation for the Director's service, the sum of $100 per meeting attended, up to $2,400 per year; and

Whereas, the Board of Directors wishes to adopt a policy for payment of this compensation, consistent with C.R.S. § 32-1-902(3)(a)(II).

Now Therefore be it Resolved by the Health District of Northern Larimer County that:

Section 1. Directors serving on the Board shall be compensated $100 per public meeting attended, including any regular Board meeting, special Board meeting or Board work session, not to exceed $2,400 per year.

Adopted this 23rd day of April, 2024.

_____

Molly Gutilla, President

Attest:

_____

John McKay, Secretary

Health District
OF NORTHERN LARIMER COUNTY

AGENDA DOCUMENTATION

Meeting Date: April 23, 2024

SUBJECT:

Resolution 2024-08 Approving Signatories for All Financial Accounts of the Health District of Northern Larimer County

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PRESENTER: Xochitl Fragoso

OUTCOME REQUESTED: __X__ Decision __Consent _____Report

PURPOSE/ BACKGROUND

Approve signatories for executing checks, fund transfers and automated clearing house transactions, and renew and close Certificates of Deposit.

Attachment(s):

Resolution 2024-08 Approving Signatories for All Financial Accounts

FISCAL IMPACT

None

STAFF RECOMMENDATION

Adopt Resolution 2024-08 Approving Signatories for All Financial Accounts.

Health District of Northern Larimer County
Resolution No. 24-08

A Resolution of the Board of Directors of the Health District of Northern Larimer County Approving Signatories for All Financial Accounts

Whereas, the Board of Directors of the Health District of Northern Larimer County wishes to approve signatories for all financial accounts and transactions of the District.

Now Therefore be it Resolved by the Board of Directors of the Health District of Northern Larimer County that:

Section 1. On behalf of the District, the following individuals may approve and execute checks, fund transfers and automated clearing house transactions, and may purchase, renew or close Certificates of Deposit, provided that two signatures shall be required for all such actions:

a. Executive Director;

b. Interim Executive Director;

c. Finance Director;

d. Interim Finance Director; and

e. Board Treasurer.

Adopted this 23rd day of April, 2024.

_____
Molly Gutilla, President

Attest:

_____
John McKay, Secretary

Health District
OF NORTHERN LARIMER COUNTY

AGENDA DOCUMENTATION

Meeting Date: April 23, 2024

SUBJECT:

Introduce new format for BOD Finance Reports & Review January, February & March 2024 Financials

PRESENTER: Xochitl Fragoso

OUTCOME REQUESTED: _X___ Decision __Consent _____Report

PURPOSE/ BACKGROUND

In order to monitor financial performance as a component of fulfilling the Board of Director's fiduciary responsibilities please review and provide feedback on the newly formatted reports.

Attachment(s):

- Statements of Revenues and Expenditures – Budget and Actual
- Summary Financial Narratives
- Statements of Non- Operational Expenditures – Budget and Actual
- Balance Sheet
- Statement of Revenues and Expenses
- Investment Schedule

FISCAL IMPACT

None.

STAFF RECOMMENDATION

Accept the financial reports as presented.

HEALTH DISTRICT OF NORTHERN LARIMER COUNTY
Statement of Revenues and Expenditures - Budget and Actual
As of 1/31/2024

	Current Month				Year to Date				Annual	Remaining
	Budget	Actual	Variance	%	Budget	Actual	Variance	%	Budget	Funds
Revenue:										
Property Taxes	$218,994	$126,898	($92,096)	(42%)	$218,994	$126,898	($92,096)	(42%)	$10,685,198	$10,558,300
State of Colorado Backfill	0	0	0	0%	0	0	0	0%	1,031,897	1,031,897
Specific Ownership Taxes	44,992	60,416	15,424	34%	44,992	60,416	15,424	34%	650,000	589,584
Lease Revenue	127,666	118,106	(9,561)	(7%)	127,666	118,106	(9,561)	(7%)	1,531,998	1,413,892
Interest Income	35,000	40,869	5,869	17%	35,000	40,869	5,869	17%	415,000	374,131
Fee for Services Income	15,212	17,258	2,046	13%	15,212	17,258	2,046	13%	182,543	165,285
Third Party Reimbursements	82,286	68,893	(13,392)	(16%)	82,286	68,893	(13,392)	(16%)	987,429	918,536
Grant/Parnership Revenue	80,212	4,866	(75,346)	(94%)	80,212	4,866	(75,346)	(94%)	895,620	890,754
Donations Sponsorships	0	10	10	0%	0	10	10	0%	0	(10)
Miscellaneous Income	2,050	1,955	(95)	(5%)	2,050	1,955	(95)	(5%)	24,600	22,645
Total Revenue	$606,413	$439,271	($167,141)	(28%)	$606,413	$439,271	($167,141)	(28%)	$16,404,285	$15,965,014
Expenditures:										
Operating Expenditures										
Administration	$113,664	$67,501	$46,164	41%	$113,664	$67,501	$46,164	41%	$1,365,171	$1,297,670
Board Expenses	12,253	7,801	4,451	36%	12,253	7,801	4,451	36%	173,032	165,231
Connections: Mental Health/Substance Issues Svcs	276,141	214,551	61,590	22%	276,141	214,551	61,590	22%	3,289,543	3,074,992
Dental Services	395,500	328,059	67,441	17%	395,500	328,059	67,441	17%	4,746,000	4,417,941
Integrated Care (MH/SUD/PC)	113,438	93,432	20,005	18%	113,438	93,432	20,005	18%	1,362,252	1,268,820
Health Promotion	70,065	56,090	13,976	20%	70,065	56,090	13,976	20%	843,104	787,014
Community Impact	96,354	53,581	42,773	44%	96,354	53,581	42,773	44%	1,157,452	1,103,871
Program Assessment & Evaluation	42,722	24,226	18,495	43%	42,722	24,226	18,495	43%	535,161	510,935
Health Care Access	105,648	73,361	32,287	31%	105,648	73,361	32,287	31%	1,236,564	1,163,203
Resource Development	4,941	3,889	1,052	21%	4,941	3,889	1,052	21%	59,293	55,404
Leased Offices	11,634	9,014	2,620	23%	11,634	9,014	2,620	23%	170,605	161,591
Contingency (Operations)	0	0	0	0%	0	0	0	0%	500,000	500,000
Grants	77,399	14,083	63,316	82%	77,399	14,083	63,316	82%	1,377,309	1,363,226
Total Operating Expenditures	$1,319,759	$945,588	$374,170	28%	$1,319,759	$945,588	$374,170	28%	$16,815,486	$15,869,898

HEALTH DISTRICT
OF NORTHERN LARIMER COUNTY
January 2024
Summary Financial Narrative

Revenues

At this time of the year, variances are expected with Revenue. Revenue variances in excess of 20% or $50,000 are as follows:

Revenue Source	Variance	%	Reason
Property Tax Revenue	($92,096)	(42%)	Timing of the County Assessor's collections.
Specific Ownership Tax	$15,424	34%	Increased purchases of residents in the district.
Grants/Partnerships	($75,436)	(94%)	Timing of invoicing and due dates of deliverable payments.

Expenditures

Expenditures variances are expected as programs are closing out the prior year and ramping up programs to meet 2024 program objectives. Expenditure variances in excess of 20% or $50,000 are as follows:

Program	Variance	%	Reason
Administration	$46,164	41%	Timing of budgeted expenditures and open positions.
Mental Health Connections	$61,590	22%	Placeholder and open positions.
Dental Services	$67,441	17%	Open positions.
Community Impact	$41,690	44%	Open positions due to re-building the team.
Program Assessment/Evaluation	$18,495	43%	Open Position and timing of budgeted expenses.
Health Care Access	$32,287	31%	Timing of rent/lease payments.

Capital Outlay

No capital expenditures were planned for the month of January.

HEALTH DISTRICT OF NORTHERN LARIMER COUNTY

STATEMENT OF NON OPERATIONAL EXPENDITURES - BUDGET TO ACTUAL

For 1/1/2024 to 1/31/2024

	Current Month Budget	Current Month Actual	Current Month Variance	Year to Date Budget	Year to Date Actual	Year to Date Variance	Annual Budget	Annual Funds Remaining
Non-Operating Expenditures								
Land	-	-	-	-	-	-	-	-
Building	-	-	-	-	-	-	-	-
Construction in Progress	-	-	-	-	-	-	-	-
Capital Equipment	-	-	-	-	-	-	114,000	114,000
General Office Equipment	-	-	-	-	-	-	24,000	24,000
Medical & Dental Equipment	-	-	-	-	-	-	138,550	138,550
Computer Equipment	-	-	-	-	-	-	-	-
Computer Software	-	-	-	-	-	-	59,490	59,490
Equipment for Building	-	-	-	-	-	-	190,000	190,000
							-	
Total Non-Operating Expenditures	$ -	$ -	$ -	$ -	$ -	$ -	$ 526,040	$ 526,040

HEALTH DISTRICT OF NORTHERN LARIMER COUNTY
BALANCE SHEET
As of 1/31/2024

ASSETS

Current Assets:	
Cash & Investments	$7,936,221
Accounts Receivable	99,812
Property Taxes Receivable	10,685,198
Specific Ownership Tax Receivable	60,417
Prepaid Expenses	52,683
Total Current Assets	18,834,331
Other Assets:	
Lease Receivable	59,619,891
Total Other Assets	59,619,891
Capital Assets Not Being Depreciated	
Land	4,592,595
Capital Assets - Net of Accumulated Depreciation and Amortization	
Building and Equipment	5,232,347
Leased Assets	57,632
Total Property and Equipment	9,882,574
Total Assets	88,336,796

LIABILITIES AND EQUITY

Current Liabilities:	
Accounts Payable	897,439
Deposits	15,261
Deferred Revenue	350,989
Total Current Liabilities	1,263,689
Long-term Liabilities:	
Compensated Absences	15,221
Total Long-term Liabilities	15,221
Deferred Inflows of Resources	
Property Taxes	10,558,300
Leases	59,521,962
Total Deferred Inflows of Resources	70,080,261
Total Liabilities & Deferred Inflows of Resources	71,359,172
EQUITY	
Retained Earnings	17,510,830
Net Income	(533,206)
TOTAL EQUITY	16,977,624
TOTAL LIABILITIES AND EQUITY	88,336,796

HEALTH DISTRICT OF NORTHERN LARIMER COUNTY
STATEMENT OF REVENUES AND EXPENSES
As of 1/31/2024

	Current Month	Year to Date
Revenue		
Property Taxes	126,898	126,898
Specific Ownership Taxes	60,416	60,416
Lease Revenue	118,106	118,106
Interest Income	40,869	40,869
Fee For Service Income	17,258	17,258
Third Party Income	68,893	68,893
Grant Income	4,866	4,866
Donations	10	10
Miscellaneous Income	1,955	1,955
Total Revenue	439,271	439,271
Expenses:		
Operating Expenses		
Administration	67,501	67,501
Board Expenses	7,801	7,801
Connections: Mental Health/Substance Issues Svcs	214,551	214,551
Dental Services	328,059	328,059
Integrated Care (MHSA/PC)	93,432	93,432
Health Promotion	56,090	56,090
Community Impact	53,581	53,581
Program Assessment & Evaluation	24,226	24,226
Health Care Access	73,361	73,361
Resource Development	3,889	3,889
Leased Offices	9,014	9,014
Grants	14,083	14,083
Total Operating Expenses	945,588	945,588
Depreciation and Amortization		
Depreciation Expense	22,257	22,257
Total Depreciation and Amortization	22,257	22,257
Total Expenses	967,845	967,845
Net Income	(528,574)	(528,574)

Health District of Northern Larimer County

Investment Schedule
January 2024

Investment	Institution	Current Value	%	Current Yield	Maturity
Local Government Investment Pool	COLOTRUST	$ 1,479	0.020%	5.24%	N/A
Local Government Investment Pool	COLOTRUST	$ 6,027,894	82.438%	5.56%	N/A
Flex Savings Account	First National Bank	$ 246,130	3.366%	2.57%	N/A
Certificate of Deposit	Advantage Bank	$ 143,560	1.963%	4.95%	1/11/2025
Certificate of Deposit	Advantage Bank	$ 117,665	1.609%	5.50%	9/8/2024
Certificate of Deposit	Points West	$ 118,697	1.623%	3.87%	7/13/2024
Certificate of Deposit	Points West	$ 158,992	2.174%	0.32%	4/2/2024
Certificate of Deposit	Adams State Bank	$ 247,545	3.385%	5.61%	4/17/2025
Certificate of Deposit	Mountain Valley Bank	$ 250,031	3.419%	3.50%	7/13/2024
Total/Weighted Average		$ 7,311,992	100.000%	5.23%	

HEALTH DISTRICT OF NORTHERN LARIMER COUNTY
Statement of Revenues and Expenditures - Budget and Actual
As of 2/29/2024

	Current Month				Year to Date				Annual	Remaining
	Budget	Actual	Variance	%	Budget	Actual	Variance	%	Budget	Funds
Revenue:										
Property Taxes	$2,028,392	$3,488,045	$1,459,654	72%	$2,247,386	$3,614,944	$1,367,558	61%	$10,685,198	$7,070,254
State of Colorado Backfill	0	0	0	0%	0	0	0	0%	1,031,897	1,031,897
Specific Ownership Taxes	51,440	55,867	4,426	9%	96,433	116,283	19,850	21%	650,000	533,717
Lease Revenue	127,666	118,106	(9,561)	(7%)	255,333	236,211	(19,122)	(7%)	1,531,998	1,295,787
Interest Income	35,000	28,165	(6,835)	(20%)	70,000	69,034	(966)	(1%)	415,000	345,966
Fee for Services Income	15,212	21,052	5,840	38%	30,424	38,310	7,886	26%	182,543	144,233
Third Party Reimbursements	82,286	100,935	18,649	23%	164,572	169,828	5,257	3%	987,429	817,601
Grant/Parnership Revenue	80,212	19,452	(60,759)	(76%)	160,424	24,318	(136,106)	(85%)	895,620	871,302
Donations Sponsorships	0	0	0	0%	0	10	10	0%	0	(10)
Miscellaneous Income	2,050	969	(1,081)	(53%)	4,100	2,924	(1,176)	(29%)	24,600	21,676
Total Revenue	$2,422,258	$3,832,591	$1,410,333	58%	$3,028,670	$4,271,862	$1,243,191	41%	$16,404,285	$12,132,423
Expenditures:										
Operating Expenditures										
Administration	$113,864	$164,377	($50,513)	(44%)	$227,528	$231,878	($4,349)	(2%)	$1,365,171	$1,133,293
Board Expenses	12,253	9,511	2,741	22%	24,505	17,313	7,193	29%	173,032	155,719
Connections: Mental Health/Substance Issues Svcs	273,711	222,514	51,197	19%	549,852	437,065	112,787	21%	3,289,543	2,852,478
Dental Services	395,500	341,942	53,558	14%	791,000	670,001	120,999	15%	4,746,000	4,075,999
Integrated Care (MH/SUD/PC)	113,438	93,616	19,822	17%	226,875	187,048	39,827	18%	1,362,252	1,175,204
Health Promotion	70,165	58,679	11,487	16%	140,231	114,768	25,462	18%	843,104	728,336
Community Impact	96,554	57,412	39,142	41%	192,908	110,993	81,915	42%	1,157,452	1,046,459
Program Assessment & Evaluation	42,722	28,407	14,315	34%	85,443	52,633	32,810	38%	535,161	482,528
Health Care Access	100,758	85,780	14,977	15%	206,406	159,142	47,264	23%	1,236,564	1,077,422
Resource Development	4,941	4,089	852	17%	9,882	7,978	1,904	19%	59,293	51,315
Leased Offices	11,634	11,849	(216)	(2%)	23,268	20,863	2,404	10%	170,605	149,742
Contingency (Operations)	0	0	0	0%	0	0	0	0%	500,000	500,000
Grants	77,399	32,340	45,060	58%	154,799	46,423	108,376	70%	1,377,309	1,330,886
Total Operating Expenditures	$1,312,939	$1,110,516	$202,422	15%	$2,632,697	$2,056,105	$576,592	22%	$16,815,486	$14,759,381

HEALTH DISTRICT
OF NORTHERN LARIMER COUNTY
February 2024
Summary Financial Narrative

Revenues

Revenue variances in excess of 20% or $50,000 are as follows:

Revenue Source	Variance	%	Reason
Property Tax Revenue	$1,459,654	72%	County Assessor's collections received.
Fee for Services Income	$5,840	38%	Dental and MHC fee for service revenue higher than projected due to increased services/revenue.
Third Party Reimbursements	$18,649	23%	Dental third-party revenue higher than projected due to increased services/revenue.
Grant/Partnership Revenue	($60,759)	(76%)	Timing of invoicing and due dates of deliverable payments.
Miscellaneous Income	($1,081)	(53%)	Timing of when income is received from rewards and cash back, etc.

Expenditures

Expenditure variances in excess of 20% or $50,000 are as follows:

Program	Variance	%	Reason
Administration	($50,513)	(44%)	Treasurer fees higher due to collections received.
Board	$2,741	22%	Timing of budgeted vs actual expenditures – e.g. Other Consultants, Conferences.
Mental Health Connections	$51,197	19%	Placeholder and open positions.
Dental Services	$53,558	14%	Open positions.
Community Impact	$38,059	41%	Open positions due to re-building the team.
Program Assessment/Evaluation	$14,315	34%	Open Position and timing of budgeted expenses.
Grants	$45,060	58%	Open positions and timing of expenditures and invoices.

Capital Outlay

Capital expenditures behind by 89% due to not yet having to replace key capital equipment.

HEALTH DISTRICT OF NORTHERN LARIMER COUNTY

STATEMENT OF NON OPERATIONAL EXPENDITURES - BUDGET TO ACTUAL

For 2/1/2024 to 2/29/2024

	Current Month Budget	Current Month Actual	Current Month Variance	Year to Date Budget	Year to Date Actual	Year to Date Variance	Annual Budget	Annual Funds Remaining
Non-Operating Expenditures								
Land	-	-	-	-	-	-	-	-
Building	-	-	-	-	-	-	-	-
Construction in Progress	-	-	-	-	-	-	-	-
Capital Equipment	-	-	-	-	-	-	114,000	114,000
General Office Equipment	4,000	8,406	(4,406)	4,000	8,406	(4,406)	24,000	15,594
Medical & Dental Equipment	-	-	-	-	-	-	138,550	138,550
Computer Equipment	-	-	-	-	-	-	-	-
Computer Software	52,490	-	52,490	52,490	-	52,490	59,490	59,490
Equipment for Building	20,000	-	20,000	20,000	-	20,000	190,000	190,000
							-	
Total Non-Operating Expenditures	$ 76,490	$ 8,406	$ 68,084	$ 76,490	$ 8,406	$ 68,084	$ 526,040	$ 517,634

HEALTH DISTRICT OF NORTHERN LARIMER COUNTY
BALANCE SHEET
As of 2/29/2024

ASSETS

Current Assets:	
Cash & Investments	$7,240,174
Accounts Receivable	122,802
Property Taxes Receivable	10,558,300
Specific Ownership Tax Receivable	55,868
Prepaid Expenses	46,867
Total Current Assets	18,024,011
Other Assets:	
Lease Receivable	59,710,096
Total Other Assets	59,710,096
Capital Assets Not Being Depreciated	
Land	4,592,595
Capital Assets - Net of Accumulated Depreciation and Amortization	
Building and Equipment	5,218,477
Leased Assets	57,632
Total Property and Equipment	9,868,704
Total Assets	87,602,811

LIABILITIES AND EQUITY

Current Liabilities:	
Accounts Payable	974,197
Deposits	15,261
Deferred Revenue	331,585
Total Current Liabilities	1,321,043
Long-term Liabilities:	
Compensated Absences	15,221
Total Long-term Liabilities	15,221
Deferred Inflows of Resources	
Property Taxes	7,070,254
Leases	59,514,238
Total Deferred Inflows of Resources	66,584,492
Total Liabilities & Deferred Inflows of Resources	67,920,757
EQUITY	
Retained Earnings	17,510,830
Net Income	2,171,224
TOTAL EQUITY	19,682,055
TOTAL LIABILITIES AND EQUITY	87,602,811

HEALTH DISTRICT OF NORTHERN LARIMER COUNTY
STATEMENT OF REVENUES AND EXPENSES
As of 2/29/2024

	Current Month	Year to Date
Revenue		
Property Taxes	3,488,045	3,614,944
Specific Ownership Taxes	55,867	116,283
Lease Revenue	118,106	236,211
Interest Income	28,165	69,034
Fee For Service Income	21,052	38,310
Third Party Income	100,935	169,828
Grant Income	19,452	24,318
Donations	0	10
Miscellaneous Income	969	2,924
Total Revenue	3,832,591	4,271,862
Expenses:		
Operating Expenses		
Administration	164,377	231,878
Board Expenses	9,511	17,313
Connections: Mental Health/Substance Issues Svcs	222,514	437,065
Dental Services	341,942	670,001
Integrated Care (MHSA/PC)	93,616	187,048
Health Promotion	58,679	114,768
Community Impact	57,412	110,993
Program Assessment & Evaluation	28,407	52,633
Health Care Access	85,780	159,142
Resource Development	4,089	7,978
Leased Offices	11,849	20,863
Grants	32,340	46,423
Total Operating Expenses	1,110,516	2,056,105
Depreciation and Amortization		
Depreciation Expense	22,276	44,533
Total Depreciation and Amortization	22,276	44,533
Total Expenses	1,132,792	2,100,637
Net Income	2,699,799	2,171,224

Health District of Northern Larimer County

Investment Schedule
February 2024

Investment	Institution	Current Value	%	Current Yield	Maturity
Local Government Investment Pool	COLOTRUST	$ 1,485	0.022%	5.24%	N/A
Local Government Investment Pool	COLOTRUST	$ 5,588,422	81.296%	5.52%	N/A
Flex Savings Account	First National Bank	$ 246,627	3.588%	2.57%	N/A
Certificate of Deposit	Advantage Bank	$ 144,150	2.097%	4.95%	1/11/2025
Certificate of Deposit	Advantage Bank	$ 118,201	1.719%	5.50%	9/8/2024
Certificate of Deposit	Points West	$ 118,697	1.727%	3.87%	7/13/2024
Certificate of Deposit	Points West	$ 158,992	2.313%	0.32%	4/2/2024
Certificate of Deposit	Adams State Bank	$ 247,545	3.601%	5.61%	4/17/2025
Certificate of Deposit	Mountain Valley Bank	$ 250,031	3.637%	3.50%	7/13/2024
Total/Weighted Average		$ 6,874,149	100.000%	5.18%	

HEALTH DISTRICT OF NORTHERN LARIMER COUNTY
Statement of Revenues and Expenditures - Budget and Actual
As of 3/31/2024

	Current Month				Year to Date				Annual	Remaining
	Budget	Actual	Variance	%	Budget	Actual	Variance	%	Budget	Funds
Revenue:										
Property Taxes	$2,284,368	$989,250	($1,295,118)	(57%)	$4,531,754	$4,604,194	$72,441	2%	$10,685,198	$6,081,004
State of Colorado Backfill	0	0	0	0%	0	0	0	0%	1,031,897	1,031,897
Specific Ownership Taxes	66,299	61,131	(5,168)	(8%)	162,732	177,414	14,682	9%	650,000	472,586
Lease Revenue	127,666	118,106	(9,561)	(7%)	382,999	354,317	(28,683)	(7%)	1,531,998	1,177,681
Interest Income	35,000	37,764	2,764	8%	105,000	106,798	1,798	2%	415,000	308,202
Fee for Services Income	15,212	25,408	10,196	67%	45,636	63,718	18,082	40%	182,543	118,825
Third Party Reimbursements	82,286	95,743	13,458	16%	246,857	265,572	18,714	8%	987,429	721,857
Grant/Parnership Revenue	80,212	59,355	(20,857)	(26%)	240,635	83,673	(156,962)	(65%)	895,620	811,947
Donations Sponsorships	0	20	20	0%	0	30	30	0%	0	(30)
Miscellaneous Income	2,050	9,041	6,991	341%	6,150	11,965	5,815	95%	24,600	12,635
Total Revenue	$2,693,093	$1,395,818	($1,297,275)	(48%)	$5,721,763	$5,667,680	($54,083)	(1%)	$16,404,285	$10,736,605
Expenditures:										
Operating Expenditures										
Administration	$113,864	$98,286	$15,578	14%	$341,393	$330,164	$11,229	3%	$1,365,171	$1,035,007
Board Expenses	12,253	9,756	2,497	20%	36,758	27,069	9,689	26%	173,032	145,963
Connections: Mental Health/Substance Issues Svcs	274,211	206,152	68,059	25%	824,063	643,217	180,846	22%	3,289,543	2,646,326
Dental Services	395,500	314,722	80,778	20%	1,186,500	984,722	201,778	17%	4,746,000	3,761,278
Integrated Care (MH/SUD/PC)	113,638	91,851	21,786	19%	340,513	278,899	61,614	18%	1,362,252	1,083,353
Health Promotion	70,065	50,328	19,738	28%	210,296	165,096	45,200	21%	843,104	678,008
Community Impact	96,354	56,637	39,717	41%	289,262	167,630	121,632	42%	1,157,452	989,822
Program Assessment & Evaluation	42,722	25,444	17,278	40%	128,165	78,077	50,089	39%	535,161	457,084
Health Care Access	100,758	83,306	17,452	17%	307,163	242,448	64,716	21%	1,236,564	994,116
Resource Development	4,941	4,005	936	19%	14,823	11,984	2,840	19%	59,293	47,309
Leased Offices	11,634	12,234	(600)	(5%)	34,901	33,097	1,804	5%	170,605	137,508
Contingency (Operations)	0	672	(672)	0%	0	672	(672)	0%	500,000	499,328
Grants	77,399	30,477	46,922	61%	232,198	76,900	155,298	67%	1,377,309	1,300,409
Total Operating Expenditures	$1,313,339	$983,869	$329,469	25%	$3,946,036	$3,039,974	$906,062	23%	$16,815,486	$13,775,512

HEALTH DISTRICT
OF NORTHERN LARIMER COUNTY
March 2024
Summary Financial Narrative

Revenues

Revenue variances in excess of 20% or $50,000 are as follows:

Revenue Source	Variance	%	Reason
Property Tax Revenue	($1,295,118)	(57%)	Timing of the County Assessor's collections.
Fee for Services Income	$10.196	67%	Dental and MHC fee for service revenue higher than projected due to increased services/revenue.
Grant/Partnership Revenue	($620,857)	(26%)	Timing of invoicing and due dates of deliverable payments.
Miscellaneous Income	$6,991	341%	Credit card rewards and cash back received.

Expenditures

Expenditure variances in excess of 20% or $50,000 are as follows:

Program	Variance	%	Reason
Mental Health Connections	$68,059	25%	Placeholder and open positions.
Dental Services	$80,778	20%	Open positions.
Health Promotion	$19,738	28%	Vacant Position, Program Closing.
Community Impact	$39,717	41%	Open positions due to re-building the team.
Program Assessment/Evaluation	$17,278	40%	Open Position and timing of budgeted expenses.
Grants	$46,922	61%	Open positions and timing of expenditures and invoices.

Capital Outlay

Capital expenditures behind by 100% due to not yet having to replace key capital equipment.

HEALTH DISTRICT OF NORTHERN LARIMER COUNTY

STATEMENT OF NON OPERATIONAL EXPENDITURES - BUDGET TO ACTUAL

For 3/1/2024 to 3/31/2024

	Current Month Budget	Current Month Actual	Current Month Variance	Year to Date Budget	Year to Date Actual	Year to Date Variance	Annual Budget	Annual Funds Remaining
Non-Operating Expenditures								
Land	-	-	-	-	-	-	-	-
Building	-	-	-	-	-	-	-	-
Construction in Progress	-	-	-	-	-	-	-	-
Capital Equipment	64,000	-	64,000	64,000	-	64,000	114,000	114,000
General Office Equipment	-	-	-	4,000	8,406	(4,406)	24,000	15,594
Medical & Dental Equipment	128,000	-	128,000	128,000	-	128,000	138,550	138,550
Computer Equipment	-	-	-	-	-	-	-	-
Computer Software	-	-	-	52,490	-	52,490	59,490	59,490
Equipment for Building	45,000	-	45,000	65,000	-	65,000	190,000	190,000
							-	
Total Non-Operating Expenditures	$ 237,000	$ -	$ 237,000	$ 313,490	$ 8,406	$ 305,084	$ 526,040	$ 517,634

HEALTH DISTRICT OF NORTHERN LARIMER COUNTY
BALANCE SHEET
As of 3/31/2024

ASSETS

Current Assets:	
Cash & Investments	$9,904,235
Accounts Receivable	108,412
Property Taxes Receivable	7,070,254
Specific Ownership Tax Receivable	61,132
Prepaid Expenses	37,934
Total Current Assets	17,181,967
Other Assets:	
Lease Receivable	59,800,260
Total Other Assets	59,800,260
Capital Assets Not Being Depreciated	
Land	4,592,595
Capital Assets - Net of Accumulated Depreciation and Amortization	
Building and Equipment	5,196,358
Leased Assets	57,632
Total Property and Equipment	9,846,585
Total Assets	86,828,812

LIABILITIES AND EQUITY

Current Liabilities:	
Accounts Payable	869,518
Deposits	15,261
Deferred Revenue	272,230
Total Current Liabilities	1,157,009
Long-term Liabilities:	
Compensated Absences	14,941
Total Long-term Liabilities	14,942
Deferred Inflows of Resources	
Property Taxes	6,081,004
Leases	59,506,473
Total Deferred Inflows of Resources	65,587,477
Total Liabilities & Deferred Inflows of Resources	66,759,427
EQUITY	
Retained Earnings	17,510,830
Net Income	2,558,554
TOTAL EQUITY	20,069,384
TOTAL LIABILITIES AND EQUITY	86,828,812

HEALTH DISTRICT OF NORTHERN LARIMER COUNTY
STATEMENT OF REVENUES AND EXPENSES
As of 3/31/2024

	Current Month	Year to Date
Revenue		
Property Taxes	989,250	4,604,194
Specific Ownership Taxes	61,131	177,414
Lease Revenue	118,106	354,317
Interest Income	37,764	106,798
Fee For Service Income	25,408	63,718
Third Party Income	95,743	265,572
Grant Income	59,355	83,673
Donations	20	30
Miscellaneous Income	9,041	11,965
Total Revenue	1,395,818	5,667,680
Expenses:		
Operating Expenses		
Administration	98,286	330,164
Board Expenses	9,756	27,069
Connections: Mental Health/Substance Issues Svcs	206,152	643,217
Dental Services	314,722	984,722
Integrated Care (MHSA/PC)	91,851	278,899
Health Promotion	50,328	165,096
Community Impact	56,637	167,630
Program Assessment & Evaluation	25,444	78,077
Health Care Access	83,306	242,448
Resource Development	4,005	11,984
Leased Offices	12,234	33,097
Contingency -Operational	672	672
Grants	30,477	76,900
Total Operating Expenses	983,869	3,039,974
Depreciation and Amortization		
Depreciation Expense	22,120	66,652
Total Depreciation and Amortization	22,120	66,652
Total Expenses	1,005,989	3,106,627
Net Income	389,829	2,561,053

Health District of Northern Larimer County

Investment Schedule
March 2024

Investment	Institution	Current Value	%	Current Yield	Maturity
Local Government Investment Pool	COLOTRUST	$ 1,492	0.016%	5.24%	N/A
Local Government Investment Pool	COLOTRUST	$ 8,146,700	86.344%	5.45%	N/A
Flex Savings Account	First National Bank	$ 247,160	2.620%	2.57%	N/A
Certificate of Deposit	Advantage Bank	$ 144,704	1.534%	4.95%	1/11/2025
Certificate of Deposit	Advantage Bank	$ 118,704	1.258%	5.50%	9/8/2024
Certificate of Deposit	Points West	$ 119,842	1.270%	3.87%	7/13/2024
Certificate of Deposit	Points West	$ 158,992	1.685%	0.32%	4/2/2024
Certificate of Deposit	Adams State Bank	$ 247,545	2.624%	5.61%	4/17/2025
Certificate of Deposit	Mountain Valley Bank	$ 250,031	2.650%	3.50%	7/13/2024
Total/Weighted Average		$ 9,435,170	100.000%	5.22%	

Health District
OF NORTHERN LARIMER COUNTY

AGENDA DOCUMENTATION

Meeting Date: April 23, 2024

SUBJECT: Policy Updates from State Legislative Session

PRESENTER: Alyson Williams and David Navas

OUTCOME REQUESTED: __X__ Decision ____Consent ____Report

PURPOSE/ BACKGROUND

There have been three meetings of the Board Policy Committee since the Board of Directors last met on February 27, 2024. The Committee made decisions on positions for several bills, which will be presented for ratification in accordance with Board Policy 99-7. In addition, a least one bill will be presented to the Board for a decision on a position, including:

- SB24-116: Discounted Care for Indigent Patients
    - Bolsters payment plan requirements for patients with low incomes under the Hospital Discounted Care Program (HDC).
    - Allows licensed hospitals to determine presumptive eligibility for Medicaid.

Attachment(s): *Bills for Position Ratification at April 23, 2024 Board Meeting; Analysis on SB24-116*

Additionally, staff will provide an update on the 2024 Legislative Commission on Property Tax, as well as, potential November 2024 property tax ballot initiatives.

FISCAL IMPACT

None.

STAFF RECOMMENDATION

Staff recommend that the Board ratify the positions that the Board Policy Committee made on bills during their meetings on March 5th, March 26th, April 9th, 2024.

Staff recommend that the Board move to take a position of Support for SB24-116: Discounted Care for Indigent Patients.

Bills for Position Ratification at the April 23rd, 2024, Board of Directors Meeting

Bill Number	Short Name	Position
HB24-1149	Prior Authorization Requirements Alternatives	Support
HB24-1256	Sunset Senior Dental Advisory Committee	Support
HB24-1322	Medicaid Coverage Housing & Nutrition	Support
HB24-1384	Certified Community Behavioral Health Clinics	Support
SB24-080	Transparency in Health Care Coverage	Support
SB24-104	Career & Technical Education & Apprenticeships	Strongly Support
SB24-110	Medicaid Prior Authorization for Anti-Psychotics	Support
SB24-115	Mental Health Professional Practice Requirements	Support
SB24-141	Out-of-State Telehealth Providers	Support
SB24-142	Oral Health Screening in Schools Pilot Program	Support
SB24-168	Remote Monitoring Services for Medicaid Members	Support
SB24-175	Improving Perinatal Health Outcomes	Support
SB24-181	Alcohol Impact & Recovery Enterprise	Support

Health District
OF NORTHERN LARIMER COUNTY

04/11/2024

STAFF: DAVID NAVAS & ALYSON WILLIAMS POLICY ANALYSIS

SB24-116: DISCOUNTED CARE FOR INDIGENT PATIENTS

Concerning health care billing for indigent patients receiving services not reimbursed through the Colorado indigent care program.

Details

Bill Sponsors:	House – *Jodeh (D)*
	Senate – *Buckner* (D)
Committee:	Senate Health & Human Services
	Senate Appropriations
Bill History:	02/22/2024- Senate Committee on Health & Human Services Refer Amended to Appropriations
Next Action:	Hearing in Senate Appropriations Committee
Fiscal Note:	03/28/2024

Bill Summary

The bill proposes changes to Hospital Discounted Care, which is intended to aid uninsured patients in hospitals, freestanding emergency departments, or outpatient facilities licensed as a service of a hospital. The bill aims for individuals to receive necessary care without facing excessive costs. The legislation adjusts limits on charges, expands reporting requirements, and allows hospitals to determine presumptive eligibility for Medicaid. Additionally, primary care in certain clinics may be excluded from discounted care, and facilities can deny discounted care if patients are presumptively eligible for Medicaid during screening.

Issue Summary

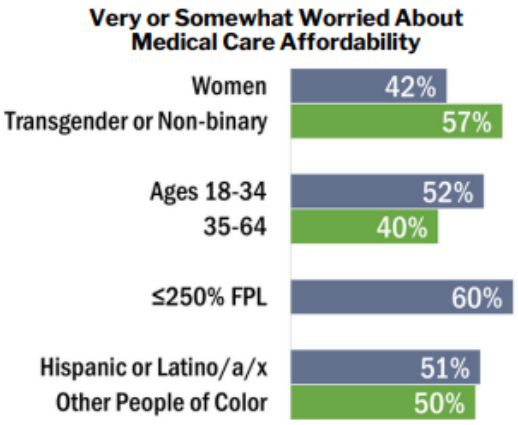
Insurance Coverage

Starting in 2014, there was a big drop in the number of people without health insurance as a result of the Affordable Care Act (ACA). Under the ACA, some states expanded Medicaid and added new discounted options for health insurance through the Marketplace.[1] These changes meant that by early 2016, around 20 million adults who did not have insurance before were able to get coverage. Those who had low incomes and people from minority backgrounds, who often did not have insurance before, saw the biggest increases in coverage, especially in states where Medicaid expanded.[2] Expansion enrollment refers to total number of adults who have enrolled in Medicaid after being made newly eligible as a result of the ACA expansion of the

[1] Finegold, K., Conmy, A., Chu, R. C., Bosworth, A., & Sommers, B. D. (2021). Trends in the US Uninsured Population. *Washington, DC: Office of the Assistant Secretary for Planning and Evaluation*. Retrieved from https://aspe.hhs.gov/sites/default/files/private/pdf/265041/trends-in-the-us-uninsured.pdf

[2] Garfield, R. et al. (2019). *The Uninsured and the ACA: A Primer – Key Facts about Health Insurance and the uninsured amidst Changes to the Affordable Care Act.* Retrieved from https://www.kff.org/racialequity-and-health-policy/issue-brief/changes-in-health-coverage-by-race-and-ethnicity-since-the-aca-2010-2018/.

program.[3] Medicaid enrollment grew by 72% in the first two years of Medicaid expansion implementation in Colorado and by 2022 expansion enrollment was 557,818 individuals.[4] As of October 2023, there were 1,534,304 Coloradans covered by Medicaid.[5]



Concerns of medical care affordability are still widespread in the community. According to the Health District's 2022 Community Health Assessment Survey, 1 in 5 individuals from lower income households have fair or poor access to care and 2 in 5 are very or somewhat worried that they will not be able to afford the medical care they need.[6]

Hospital Discounted Care Program & (HDC) Colorado Indigent Care Program (CICP)

The Colorado Indigent Care Program (CICP) offers discounted health care to individuals and families with low incomes, though it's not an insurance program.[7] It provides funding to hospitals and clinics for caring for uninsured or underinsured.[8] The Hospital Discounted Care Program (HDC) establishes requirements for discounted care for hospital patients with low incomes, including applying for financial assistance or CICP, capping service charges, and setting parameters for payment plans.[9] In current Colorado law, health care facilities must screen uninsured patients for eligibility for public health insurance programs or discounted care, including CICP and HDC.[10] A 2024 report from the Colorado Department of Health Care Policy and Financing (HCPF) indicates a consistent decrease in CICP utilization due to increased Medicaid enrollment, particularly after Colorado's expansion of Medicaid eligibility under the ACA. [11]

During the 2024 legislative session, the Joint Budget Committee (JBC) introduced and passed a bill (HB24-1399) as a part of the state budget package to repeal CICP and move some of its responsibilities to the HDC. The bill also requires the Medical Services Board[12] to promulgate rules to disproportionately distribute

[3] Centers for Medicare and Medicaid Services [CMS] (n.d.). *Total Medicaid Enrollment.* Retrieved from https://data.medicaid.gov/dataset/6c114b2c-cb83-559b-832f-4d8b06d6c1b9

[4] CMS. (2022). *Medicaid Enrollment Data*. Retrieved from https://data.medicaid.gov/dataset/6c114b2c-cb83-559b-832f-4d8b06d6c1b9/data?conditions[0][resource]=t&conditions[0][property]=enrollment_month&conditions[0][value][0]=7&conditions[0][value][1]=8&conditions[0][value][2]=9&conditions[0][operator]=in&conditions[1][resource]=t&conditions[1][property]=enrollment_year&conditions[1][value]=2021&conditions[1][operator]==

[5] CMS (n.d.) *September 2023 Medicaid & CHIP Enrollment Data Highlights*. Retrieved from https://www.medicaid.gov/medicaid/program-information/medicaid-and-chip-enrollment-data/report-highlights/index.html

[6] Health District of Northern Larimer County. (2023). *Larimer County Community Health Survey 2022 Key Findings.* Retrieved from https://www.healthdistrict.org/sites/default/files/larimer-county-community-health-survey-2022-key-findings-022423.pdf

[7] Colorado Department of Health Care Policy and Financing [HCPF]. (n.d.) *Colorado Indigent Care Program.* Retrieved from https://hcpf.colorado.gov/colorado-indigent-care-program

[8] Kaiser Family Foundation. (2022). *Hospital Charity Care: How It Works and Why It Matters*. Retrieved from https://www.kff.org/health-costs/issue-brief/hospital-charity-care-how-it-works-and-why-it-matters/

[9] HCPF. (2024). *Hospital Discounted Care.* Retrieved from https://hcpf.colorado.gov/hospital-discounted-care

[10] Colorado Secretary of State. HCPF Medical Services Board: Medical Assistance – Section 8.900. 10 CCR 2505-10 8.900. Retrieved from https://www.sos.state.co.us/CCR/GenerateRulePdf.do?ruleVersionId=1583

[11] HCPF (2024). FY 2022-23 CICP Annual Report. Retrieved from https://hcpf.colorado.gov/sites/hcpf/files/FY%202022-23%20CICPAnnual%20Report%20V2.pdf

[12] The Medical Services Board is a Board under HCPF that promulgates rules related to Medicaid and CHP+.

hospital payments from the healthcare affordability and sustainability (HAS) fee to hospitals that serve more Medicaid and uninsured patients and offer financial assistance to low-income Coloradans. In addition, the bill creates the HDC Advisory Committee to advise HCPF on the operations and policies of health care billing patients whose annual household income is at or below 200% of FPL. Since the HDC provides the same services as the CICP to the same population, it has been assumed that anyone affected by the repeal of the CICP will continue to receive services under the HDC and overall costs to HCPF will be unaffected.

Presumptive Eligibility (PE)

The Affordable Care Act (ACA) allowed for entities like hospitals, schools, and federally qualified health centers (FQHCs) to offer a temporary Medicaid coverage called presumptive eligibility (PE) to uninsured patients in various situations.[13] Hospital PE provides access to some Medicaid covered services starting the day it is approved, lasting up to 60 days.[14] PE covers children under 19 and pregnant people, individuals eligible for the Breast and Cervical Cancer Program (BCCP), and individuals eligible for the Family Planning Limited Benefit.[15] PE offers immediate, temporary coverage of specific benefits for individuals who appear to meet eligibility requirements and have completed an application for Medical Assistance. Based on the 2024 report, between September 2022 and June 2023, of the 212,913 Coloradans who received financial assistance for hospital bills, 66,848 (31%) were expected to be presumptively eligible for Medicaid. [16]

Currently, there are 40 entities designated as PE sites, providing coverage to certain populations, across the state and only two in the Health District's boundaries, UCHealth Poudre Valley Hospital and the Family Medicine Center- both in Fort Collins.[17] The 84 hospitals required to follow hospital discounted care would also determine PE for health care coverage for all demographics, more than doubling the number of PE sites and reaching more potentially eligible individuals.[18]

Public Health Emergency (PHE) Unwind

Colorado saw a spike in Medicaid enrollment between 2020-2023 due to the COVID pandemic Public Health Emergency (PHE) declaration allowing for certain flexibilities in the program to respond during an emergency, such as continuous coverage.[19] This prevented states from disenrolling Medicaid members and was established through the Families First Coronavirus Response Act of 2020 (FFCRA).[20] The Biden Administration ended the PHE on May 11, 2023.[21] As of January 2024, 481,443 Coloradans were disenrolled

[13] Centers for Disease Control and Prevention. (n.d.). *Hospital Preparedness Exercises: An Overview.* Retrieved from https://www.cdc.gov/phlp/docs/hospitalpe-brief.pdf

[14] Gibson, A. B., Hendricks, W. D., Arnow, K., Tran, L. D., Wagner, T. H., & Knowlton, L. M. (2023). State-Level Variability in Hospital Presumptive Eligibility Programs. *JAMA Network Open*, *6*(11), e2345244-e2345244.

15 HCPF (n.d.). *Presumptive Eligibility.* Retrieved from https://hcpf.colorado.gov/presumptive-eligibility

[16] HCPF (2024). *FY 2022-23 CICP Annual Report.* Retrieved from https://hcpf.colorado.gov/sites/hcpf/files/FY%202022-23%20CICPAnnual%20Report%20V2.pdf

[17] HCPF (n.d.) *Application Assistance Mapping Tool.* Retrieved from https://apps.colorado.gov/apps/maps/hcpf.map

[18] HCPF (2024). *Hospital Discounted Care SMART Act Handout Presentation Extension.* Retrieved from https://hcpf.colorado.gov/sites/hcpf/files/Hospital%20Discounted%20Care%20SMART%20Act%20Handout%20Presentation%20Extension.pdf

[19] HCPF (2024). *PHE - End.* Retrieved from https://hcpf.colorado.gov/phe-end

[20] Lee, A., Ruhter, J., Peters, C., De Lew, N., & Sommers, B. D. (Apr. 2023) *Medicaid Enrollees Who are Employed: Implications for Unwinding the Medicaid Continuous Enrollment Provision.* Retrieved from https://collections.nlm.nih.gov/catalog/nlm:nlmuid-9918627488806676-pdf

[21] Buettgens, M., & Green, A. (Dec 2022). *The Impact of the COVID-19 Public Health Emergency Expiration on All Types of Health Coverage. Washington, DC: Urban Institute.* Retrieved from https://www.urban.org/sites/default/files/2022-12/The%20Impact%20of%20the%20COVID-19%20Public%20Health%20Emergency%20Expiration%20on%20All%20Types%20of%20Health%20Coverage_0.pdf

from Medicaid.[22] In Larimer County, there was a 12,496 (23%) decrease in the number of individuals enrolled in Medicaid.

Uncompensated Care

Health care services provided by hospitals or health care providers that do not get reimbursed are referred to as uncompensated care. [23] Often uncompensated care arises when people do not have insurance and cannot afford to pay the cost of care. Between 2021 and 2022, there was a total increase in uncompensated care costs in Colorado by $70.1 million or 16.7%.[24] Statewide, more than half (56.2%) of uninsured individuals admitted to forgoing necessary medical care due to financial constraints, with almost a fifth (19.8%) indicating they were unable to afford prescriptions or essential doctor or specialty services when needed.[25]

Typically, immigration status is not reported but the hospitals compile data on patients lacking a Social Security number or health insurance.[26] Denver Health's January report revealed that approximately 8,000 individuals from Central America sought care, amounting to around 20,000 visits in 2023.[27] The organization approximates that these patients required approximately $10 million in uncompensated medical care. In Aurora, the University of Colorado Hospital expended an additional $10 million, while UCHealth stated that its other hospitals rendered approximately $7 million in uncompensated care to probable migrants between November 2023 and January 2024.[28]

Medical Debt

Individuals confronted with medical expenses beyond their current financial means often resort to various measures such as utilizing credit cards, loans, or even mortgaging assets to settle bills. Medical debt impedes future health care-seeking behaviors, potentially compromising both physical and mental well-being.[29] In Larimer County, as of 2022, 20% of adults refrained from seeking medical attention from either a physician or a specialist within the previous two years due to concerns about affordability.[30] Additionally, one out of every ten individuals in the County reported being pursued for medical debt collection in the past year alone.[31]

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[22] HCPF. (2024) *Continuous Coverage Unwind Reports.* Retrieved from https://hcpf.colorado.gov/ccu-reports

[23] Connect for Health Colorado. (n.d.) *Uncompensated Care.* Retrieved from https://connectforhealthco.com/glossary/uncompensated-care/

[24] HCPF (2024) *2024 CHASE Annual Report*. Retrieved from https://hcpf.colorado.gov/sites/hcpf/files/DRAFT%202024%20CHASE%20Annual%20Report.pdf

[25] Colorado Health Institute. (2024). *2023 Colorado Health Access Survey.* Retrieved from https://www.coloradohealthinstitute.org/sites/default/files/2024-02/2023%20Colorado%20Health%20Access%20Survey.pdf

[26] Kaiser Family Foundation. (2023). *Key Facts on Health Coverage of Immigrants.* Retrieved from https://www.kff.org/racial-equity-and-health-policy/fact-sheet/key-facts-on-health-coverage-of-immigrants/

[27] Denver Gazette. (2024). *New immigrants pose difficult dilemma as Denver Health sees thousands of unpaid medical visits.* Retrieved from https://denvergazette.com/news/new-immigrants-pose-difficult-dilemma-as-denver-health-sees-thousands-ofunpaid-medical-visits/article_93bbba78-b4b0-11ee-83bf-93150c61a814.htm

[28] Denver Post. (2024, February 9). *UCHealth, University of Colorado Hospital team up to provide care to migrants in need.* https://www.denverpost.com/2024/02/09/uchealth-university-colorado-hospital-migrants-uncompensated-care/

[29] Himmelstein, D. U., Dickman, S. L., McCormick, D., Bor, D. H., Gaffney, A., & Woolhandler, S. (2022). Prevalence and risk factors for medical debt and subsequent changes in social determinants of health in the US. *JAMA Network Open,* 5(9), e2231898-e2231898.

[30] Health District of Northern Larimer County. (2023). *Larimer County Community Health Survey 2022 Key Findings. Retrieved* from https://www.healthdistrict.org/sites/default/files/larimer-county-community-health-survey-2022-key-findings-022423.pdf

[31]Health District of Northern Larimer County. (2023). *Larimer County Community Health Survey 2022 Key Findings.* Retrieved from https://www.healthdistrict.org/sites/default/files/larimer-county-community-health-survey-2022-key-findings-022423.pdf

This Legislation

The following amendments are made to current law known as “Health Care Billing Requirements for Indigent Patients.”[32]

Definitions

The bill expands the definition of a "qualified patient" to include individuals who confirm their residency in Colorado and received an inpatient or outpatient hospital service at a health care facility.

The bill aims to clarify terminology within health care facilities to streamline enrollment processes for eligible patients. The definition for “Inpatient Hospital Service” is aligned Federal Code to mean services that are provided in a hospital, under the direction of a physician or dentist, and is a facility that is primarily for the treatment of patients other than mental diseases.[33] “Outpatient Hospital Service” is aligned with Federal Code to mean preventive, diagnostic, therapeutic, rehabilitative, or palliative services provided to outpatients by an institution licensed as a hospital or meets requirements for participation in Medicare as a hospital.[34]

Discounted Care

Health care facilities and licensed professionals are required to collect payments from patients in monthly installments, ensuring the total does not exceed certain percentages of the patient’s household income. Currently, they cannot collect more than 4% of the patient’s monthly household income on a bill from a health care facility, 2% on a bill from each licensed health care professional. The bill adds a provision that limits collections to 6% on a comprehensive bill containing both facility and professional charges.

Discounted care cannot be denied on the basis that the patient has not applied for a public benefits program, except if they are determined to be presumptively eligible for Medicaid.

The bill clarifies that the licensed health care professional that provides services is responsible for billing those services unless the services are billed by the facility through a comprehensive bill.

The bill clarifies that the term “emergency hospital and other health-care services” does not include primary care provided in clinics located in designated rural or frontier counties offering a sliding-fee scale, as approved by HCPF.

Reporting Requirements

The bill adds health care professionals to the reporting requirements that health care facilities already must complete. These reports include data deemed necessary by HCPF to evaluate compliance with screening, discounted care, payment plans, and collections practices across race, ethnicity, age, and primary language

[32] C.R.S. 25.5-3-501-506
[33] 42 C.F.R. 440.10
[34] 42 C.F.R. 440.20

spoken. These reports also require information on steps and a timeline to improve data collection on patient demographics, if disaggregation is not initially possible.

Medicaid Eligibility and Authorization

The bill adds licensed hospitals to the entities that are authorized to determine presumptive eligibility.

Referendum

The bill is effective 90 days after the General Assembly adjourns, unless a referendum petition is filed against the bill for the November 2024 elections.

Fiscal Note

For FY 2024-25, the bill requires an initial appropriation of $376,588 to HCPF. In FY 2025-26, the bill will require approximately $1.5 million, mainly to make IT system changes to support expanded PE. Then as services costs are incurred in FY 2026-27, as hospitals conduct this screening, more individuals will be covered under Medicaid. Therefore, the total cost of the bill is expected to rise to nearly $9.5 million. The fiscal note anticipates an additional 45 days of coverage with an estimated cost of $114.21 per person per day.

Reasons to Support

The bill aims to enhance the Hospital Discounted Care Program, ensuring that it remains responsive to the needs of Coloradans. By streamlining processes, clarifying terminology, and expanding eligibility, the bill aims to improve the overall health care landscape in the state. In addition, it complements the recently passed bill, HB24-1399, and will help bolster care for individuals and offset uncompensated care for health facilities.

By expediting Medicaid enrollment, the bill aims to encourage individuals to seek necessary medical care without fear of overwhelming medical costs and debt accumulation. This includes ensuring that individuals who lose coverage due to the Public Health Emergency (PHE) unwind can still access essential care when needed at a more affordable cost and possibly provide those who were disenrolled for administrative reasons a path back to coverage. The bill's provisions benefit individuals with low incomes by expanding access to care and reducing financial barriers.

By adding licensed professionals to the required reporting requirements on patient demographics, the state will be able to see a more comprehensive picture rather than just data reporting from hospitals. Utilization and demographic data will better inform the HDC, helping the state better understand costs and the system.

Supporters

- Chronic Care Collaborative
- Colorado Center on Law and Policy (CCLP)
- Colorado Community Health Network (CCHN)
- Colorado Consumer Health Initiative (CCHI)
- Colorado Hospital Association (CHA)
- Colorado Rural Health Center (CRHC)
- Craig Hospital
- Denver Health
- HealthONE/Hospital Corporation of America (HCA)- The Healthcare Company

Reasons to Oppose

The total administrative burden in this legislative proposal for providers encompasses billing, regulatory compliance, and the newly required reporting of data. Hospitals and professionals may bear increased administrative burden in PE determinations, health information technology compliance, personnel management, and financial management.

The bill requires that health care providers also be responsible for reporting data of race, ethnicity, age, and primary language spoken. This will significantly increase the volume of data collection that HCPF is responsible for receiving and managing. Data would be collected on utilization of the hospital discounted care not just by health care facilities but also the large array of health care professionals that provide those services. It is still unclear how the data will be utilized for program improvement.

Opponents

- Any opposition has not been reported.

Other Considerations

Amending:

- American College of Emergency Physicians, Colorado Chapter
- Colorado Orthopaedic Society

About this Analysis

This analysis was prepared by Health District of Northern Larimer County staff. The Health District is a special district of the northern two-thirds of Larimer County, Colorado, supported by local property tax dollars and governed by a publicly elected five-member board. The Health District provides behavioral health, dental care, preventive, and health planning services to the communities it serves. This analysis is accurate to staff knowledge as of date printed. For more information about this analysis or the Health District, please contact David Navas, Policy Analyst, at (970) 530-2736, or e-mail at dnavas@healthdistrict.org.

Health District
OF NORTHERN LARIMER COUNTY

AGENDA DOCUMENTATION

Meeting Date: 4/23/24

SUBJECT:

Agreement for Special District Representation on the Fort Collins URA Board

PRESENTER: Chris Sheafor

OUTCOME REQUESTED: __X__ Decision ____Consent ____Report

PURPOSE/ BACKGROUND

Under Colorado Law, Urban Renewal Authorities (URAs) can create Tax Increment Financing (TIF) districts which impact property tax revenues for special districts. Because of this, State law allows special districts to have a representative on the City's URA Board. This representative must be an elected board member from a district receiving property taxes in that city. In the February Meeting, the Health District Board indicated that none of the current members were available to serve on the URA Board, and we communicated this back to Poudre Libraries. They have since let us know that their Board Chairman, Matt Schild, is able to serve as the special district representative on the URA Board. Mr. Schild is the Communications Manager for the CSU College of Business, and his term expires in 2027. Colorado state law at CFR 31-25-104(2)(b) calls for local special districts to agree on the member representing them on URA Boards.

Additionally, to keep the Health District informed about ongoing activities, Chris Sheafor will continue to monitor URA projects and report back on any issues that might impact the Health District.

Attachment(s): none

FISCAL IMPACT

None

STAFF RECOMMENDATION

That the Health District Board agree that Matt Schild will represent local special districts on the City of Fort Collins Urban Redevelopment Authority.

AGENDA DOCUMENTATION

Meeting Date: April 23, 2024

SUBJECT:

Liaison Between Health District of Northern Larimer County Board of Directors and Poudre Valley Health System Board of Directors

PRESENTER: Molly Gutilla

OUTCOME REQUESTED: _X___ Decision ____Consent ____Report

PURPOSE/ BACKGROUND

Per the Health District of Northern Larimer County Bylaws Article V Section 10 and Policy 99-4, the Board of Directors elects a representative to serve as an ex officio voting member of the Poudre Valley Health System Board. The general role of the liaison is to represent the Health District mission, goals, and objectives; to monitor various lease agreements between the Health District Board, the Poudre Valley Health System Board, and the University of Colorado Health (UCH); and to perform the normal duties of a PVHS Board member.

In accordance with the Bylaws and Board Policy, currently this role is filled by Celeste Holder Kling, a *former* Health District Board member who has committed to attending both Health District and PVHS Board meetings on a regular basis and appropriately conveying information between the two boards.

Attachment(s): Policy 99-4

FISCAL IMPACT

None

STAFF RECOMMENDATION

Call for nominations for a Liaison and vote on an appointment.

Health District
OF NORTHERN LARIMER COUNTY

99-4 Pol: Job Description – Health District/PVHS Board Liaison

Adopted September 25, 1996

I. **Description of the Liaison from the Health District to PVHS[1].** The Board of Directors of the Health District will elect a representative from the elected members of the Health District Board to serve as an ex officio voting member of the Poudre Valley Health System (PVHS) Board, and as a Liaison between the Health District and PVHS. The designee will normally have been a member of the Health District Board for at least two years prior to serving in this capacity. The term of the Liaison will normally be for two years but can be extended.

In the event that no currently elected Health District board member is appropriate or available to fulfill the role of the Liaison (due to not enough experience as a Health District board member, a conflict of interest, and/or not enough time), the currently elected Health District Board may choose to temporarily appoint an individual who has previously been elected to and served on the Health District Board (for a period of at least two years) within the past six years. The term of such appointment would be at the pleasure of the currently elected Health District Board – for example, until the currently elected Board chooses either a currently elected board member or a different prior board member – but in no case would be longer than two years. If a prior Board member accepts such an appointment, their acceptance signifies their commitment to attending both Health District and PVHS Board meetings on a regular basis and appropriately conveying information between the two boards.

II. General Role of the Liaison

The general role of the Liaison on the PVHS Board shall be to represent the interests of the Health District and thereby the residents of the Health District, representing the Health District mission, goals, and objectives; to monitor various lease agreements between the Health District Board, the Poudre Valley Health System Board, and the University of Colorado Health (UCH), (the JOC); and to perform the normal duties of a PVHS Board member.

III. Liaison Responsibilities

1. Monitor the various lease agreements between the Health District, the PVHS, and the UCH Boards.
2. Participate as the Health District's representative in developing hospital/health system strategic plans, annual operating objectives, and other hospital/health system planning and policy making.
3. Participate as the Health District's representative on the PVHS Board's Governance Committee.
4. Serve as the Health District representative at all hospital board functions.

5. Facilitate at least a biannual meeting between the Health District and PVHS Boards at which the strategic plans and annual objectives of each organization would be communicated.
6. When needed or appropriate, report at each Health District Board meeting on any issues related to the lease agreements, covenants, mission, goals, or objectives of PVHS (or, when appropriate, UCH), and at each PVHS Board on the direction and progress of the Health District.

IV. Working Relationships

It is not the role of the Health District Board to interfere with the general business of the PVHS Board, nor of the PVHS Board to interfere with the general business of the Health District Board (although each has the right to provide comments to the other, as does any group). However, the Health District Board does have the responsibility to ensure that the terms and conditions of the various lease agreements and covenants between PVHS, UCH, and the Health District are upheld.

As Liaison, there will be time at which information, confidential or public, will be presented at the PVHS Board meetings which raises the question of integrity of the various lease agreements and/or covenants between the two organizations. In those situations, the guiding principle is based upon the question: "Might the proposed action by the PVHS or UCH Board be viewed as inconsistent with the spirit or the letter of the various lease agreements and/or covenants, or might the Health District Board need to know this because it relates to or might have an impact on the various lease agreements and/or covenants?" If the answer is "yes" or "maybe", the Liaison is required to bring this information to the attention of the Health District Board and should inform PVHS that they must do so. If "no", the Liaison is not required to act. If there is confidential information that must be shared with the Health District Board, the Liaison should bring that to the attention of the Health District Board President (and, if appropriate, the Health District Executive Director) and determine with them the manner and timing in which such item would be brought forward to the Health District Board.

ADOPTED on the 25th day of September, A.D., 1996
AMENDED on the 23rd day of February, A.D., 1999
RATIFIED on the 24th day of June, A.D., 2003
AMENDED on the 15th day of February, A.D., 2006
AMENDED on the 22nd day of April, A.D., 2014
AMENDED on the 28th day of March, A.D., 2023

Health District
OF NORTHERN LARIMER COUNTY

AGENDA DOCUMENTATION

Meeting Date: April 23, 2024

SUBJECT: May 2024 Regular Board Meeting Schedule Change

PRESENTER: Molly Gutilla

OUTCOME REQUESTED: __X__ Decision ____Consent ____Report

PURPOSE/ BACKGROUND

The Health District of Northern Larimer County is subject to Colorado Open Meetings Law.

Regular meeting dates are generally the fourth Tuesday at 5:30pm of each month with the exception of November and December.

Due to Board of Directors training & strategic planning work session scheduled May 15th, 2024 and May 16th, 2024, the Board of Directors proposes cancelling the May 28th, 2024 Regular Board of Directors Meeting.

Attachment(s): none.

FISCAL IMPACT

None.

STAFF RECOMMENDATION

None.

Health District
OF NORTHERN LARIMER COUNTY

AGENDA DOCUMENTATION

Meeting Date: April 23, 2024

SUBJECT: Support Services Presentation

PRESENTER: Chris Sheafor

OUTCOME REQUESTED: ____ Decision ____Consent __X__Report

PURPOSE/ BACKGROUND

To provide an informational report about the Support Services Department.

Attachment(s): none

FISCAL IMPACT

None.

STAFF RECOMMENDATION

Informational only.

Health District
OF NORTHERN LARIMER COUNTY

AGENDA DOCUMENTATION

Meeting Date: April 23, 2024

SUBJECT: 2024 Organizational Strategic Planning with Budgeting Timeline

PRESENTER: Abby Worthen

OUTCOME REQUESTED: ____ Decision ____Consent __x__Report

PURPOSE/ BACKGROUND

Health District of Northern Larimer County Board of Directors Bylaws (Article IV, Section 1.C): *"Functions of the Board of Directors shall include, but not be limited to, the following: … To approve a strategic plan based on the mission, vision, strategy and values; and to review and evaluate the plan annually."*

In preparation for the Board of Directors organizational strategic planning retreat in May, Health District leadership are facilitating the alignment of planning and budgeting timelines throughout 2024. The expected final output is a 2025 budget and accompanying programmatic priorities that reflect the Board's strategic vision.

Health District leadership will facilitate ongoing Board visibility into timelines and processes.

Attachment(s): None.

FISCAL IMPACT

N/A.

STAFF RECOMMENDATION

N/A; for awareness.

Health District
OF NORTHERN LARIMER COUNTY

AGENDA DOCUMENTATION

Meeting Date: April 23, 2024

SUBJECT:

Audit of Financial Statements for the Year Ending December 31, 2023

PRESENTER: Lorraine Haywood

OUTCOME REQUESTED: ____ Decision ____Consent __X____Report

PURPOSE/ BACKGROUND

The purpose of this report is to keep the Board informed about the audit process.

- May 13, 2024, at 8:00 am Meeting with auditor(s) to include Board Treasurer, Assistant Treasurer. Victor Kraft with CliftonLarsonAllen will be in attendance virtually.
- May 28, 2024 at 5:30pm presentation by auditor(s) to full Board of Directors.
- By July 31, 2024 Submit audit to the State Auditor

Attachment(s): none

FISCAL IMPACT:

None

STAFF RECOMMENDATION:

Informational only.

Health District
OF NORTHERN LARIMER COUNTY

Agenda Documentation

Meeting Date: April 23, 2024

Subject:

Executive Director Staff Report

Presenter: Liane Jollon

Outcome Requested: ____ Decision ____Consent X Report

Purpose/ Background

Please find the Executive Director Staff Report attached with current departmental summaries.

Liane Jollon attended the following events and met with the following external partners since the February 27, 2024 board meeting:

La Familia + Health District Meeting

Women's Foundation WomenGive Luncheon

Rev. Gretchen Haley, Senior Minister, Foothills Unitarian Church

Linda Reiner, President & CEO of Caring for Colorado & Jeff Bontrager, Director of Research and Evaluation, Colorado Health Institute

Mental Health & Substance Use Alliance March Meeting

Tom Gonzales, Public Health Director, Larimer County

Integrated Care Program Tour at FMC

Ann Hutchison, CEO Fort Collins Chamber of Commerce

Denise Juliana, Board of Trustees Chair, Community Foundation of Northern Colorado

Paula Edwards, Former Board Member, Community Foundation of Northern Colorado

La Cocina + Health District Meeting

Laura Walker, Human & Economic Health Director, Larimer County

Lori Hodges, Director of Emergency Management, Larimer County

Michael Allen, CEO, SummitStone Health Partners

Longview Quality Outcomes Committee Meeting

Masks VIP Reception, Museum of Art Fort Collins

Shane Hale, Town Manager, Town of Windsor

Attachment(s): Departmental Summaries

Fiscal Impact None to the Health District

Staff Recommendation Informational Only

Staff Summary

Family Dental Clinic

The Family Dental Clinic continued its commitment to community partnerships, conducting dental screenings with Poudre School District, La Familia, and Homeward Alliance. Nearly 200 Poudre School District students aged 3-5 were screened for oral health and were provided with oral health education. Additional screenings are planned this month with a focus on for the Latinx and unhoused populations. Recent operational enhancements include the optimization of an auditing process which will increase clinical team time dedicated to patient care. Additionally, the installation of new computer and TV monitors in two operatories will help streamline appointments and enhance patient education.

The Family Dental Clinic has the following vacancies:

1 (1.0 FTE) Dental Hygienist (currently posted)

1 (1.0 FTE) Dental Assistant (currently posted)

Integrated Care

The primary Behavioral Health Clinical Therapist (BHCT) working with the Family Medicine Center (FMC) Pain Clinic submitted a collaborative presentation with other FMC Pain Clinic providers for an upcoming Society of Teachers in Family Medicine Conference. Their submission was accepted, and they will be presenting in the fall. The Program Manager continued to work collaboratively with FMC staff to maximize the Health District Integrated Care team's role and impact on the program, ensuring staff are utilized to the level of their expertise. The Program Manager had the opportunity to shadow a resident physician and provide support and skill-building around communication. The Program Manager and team conducted BHCT applicant screenings and interviews and continue to search for candidates possessing the unique skills needed for successful work in the integrated care setting.

The Integrated Care team has the following vacancies:

2 (1.3 Total FTE) Behavioral Health Clinical Therapists (currently posted)

Health Care Access (Larimer Health Connect, Prescription Assistance, Outreach & Education)

The LHC team remained committed to assisting individuals and families throughout the Medicaid Unwinding Process. They supported people in renewing coverage and maintaining current coverage while issues were addressed with their cases, and explored other health insurance options if they were no longer eligible for Health First Colorado or CHP+. Work was completed to schedule 18 upcoming walk-in enrollment dates and 2 Health Insurance Literacy (HIL) classes providing customers education on the topic, "You're Covered, Now What?" These have been scheduled as 2

separate evening classes, one offered in English, the other in Spanish. These events will fulfill the remaining deliverables for the Connect for Health Colorado grant period that ends June 2024. As well, significant cross-functional efforts occurred, facilitating the completion and submission of the application for the upcoming C4HCO July 2024 – June 2025 grant period.

The Prescription Assistance (PA) program continues to see an increase in customers seeking assistance with their prescription costs. These include individuals who have faced coverage gaps and others who were unable to renew their coverage in the OmniSalud program due to limited spots filling quickly during the recent open enrollment period. The PA program staff successfully collaborated with Good Day Pharmacy, an integral partner, to help maximize efficiencies with obtaining accurate prescription costs and completing vouchers for customers.

The Outreach and Education team successfully presented program information at the recent March '24 All Staff Meeting and the presentation was well received. They continue to support establishing new partnerships and providing education about the Health District throughout the community. Their work has most recently included attending 10 community events, several coalition and partnership meetings, as well as 13 presentations to new and existing partners in the community.

The Health Care Access Team currently has no vacancies.

Mental Health Connections (Connections – Adult & CAYAC)

Connections continues to prepare to implement Medicaid billing including the optimization of operations, clinical workflow mapping, and ongoing work to select a new electronic health record. Additionally, the team continues to work on a collaborative project with Poudre School District (PSD) and SummitStone Health Partners tied to Behavioral Health Administration (BHA) Workforce Grant funds and in which 2 new positions, a Care Coordination Specialist and a Psychiatric Nurse Practitioner were created. The goal of the collaboration is to form a cross-organizational team to better serve PSD students and families. The 1.0 FTE Care Coordination Specialist position has been successfully filled, and the new team member onboarded on April 1st.

Mental Health Connections has the following vacancies:

1 (0.6 FTE) Psychiatric Nurse Practitioner - Community Based (currently posted)

Staff Summary

- Joined ride alongs with the Poudre Fire Authority community outreach program. The new program is striving for outcomes that align well with the Health District's mission. Staff are exploring how best to support the program.
- Completed involvement with the Red Feather planning group. They received a grant to build capacity for a telehealth site in the local library, which aligns with staff recommendations.
- The Heart Health program participated in well-attended event coordinated by La Familia.

Planning, Policy, Research & Evaluation Summary by Program

Research & Evaluation

Internal Program Evaluation:

- Distributed evaluation reports for new projects and programs (Unite Us and Outreach and Education) to establish a baseline for activities and provide program managers with insights for data-driven decision-making.
- Enhanced our internal program evaluation methodology by incorporating, where appropriate, qualitative methods such as staff interviews and focus groups.
- Implementing a new process to generate monthly reports on health service provision, to provide program managers and directors with additional information to utilize during monthly financial meetings and to set and refine targets effectively.
- Completed initial discovery work with consulting firms based in Colorado, aimed at enhancing our internal program evaluation activities and standardizing our impact assessment strategy.

Community Health Assessment:

- Actively participating in monthly regional assessment coordination meetings to shape plans for the upcoming 2025 Community Health Assessment.

Dissemination:

- There have been no new dissemination activities since our previous update.

Staffing Update:

- Two positions are vacant and with the intent for a staffing strategy to assess program and organizational needs to intentionally rebuild the team.

Community Impact Team (CIT)

Mental Health & Substance Use Alliance of Larimer County (MHSU Alliance):

- Planned and held the MHSU Alliance strategic planning retreat to inform an update of the group's vision, values, priorities, and structure.

Overdose Prevention Training:

- The Outreach and Education Team continued to cross train with CIT by delivering several trainings together in March, the majority of which were tailored to older adults.
- Received a high volume of requests for naloxone and fentanyl test strips from Colorado State University (CSU). CSU is planning to host a harm reduction event for the fraternities and sororities on campus and needed an additional supply of naloxone.
- Overall, in March, CIT distributed 270 naloxone kits and 96 fentanyl test strips to community organizations and community members.

Staffing Update:

- Two positions are vacant and with the intent for a staffing strategy to assess program and organizational needs to intentionally rebuild the team.

Staffing Update:

- Community Project Coordinator (2 positions vacant). One of the vacant Community Project Coordinator (focusing on behavioral health and substance use) positions has been posted and interviews are being conducted.

Resource Development & Special Projects

- The Resource Development and Special Projects Manager has transitioned to a new role, Quality Improvement Projects Manager, which is supervised by the Deputy Director of Operations. Most of the work under this program will continue and will be reflected in reports from programs that the new position will be working with.

Policy

Legislative Session:

- The introduction of new bills slowed down significantly throughout this period, as is normal during a legislative session. Staff have been focused on actions related to bills with positions, including careful monitoring of potential changes to those bills.
- Monitored and engaged in the state budget process as it relates to bills with positions and understanding the context that the budget sets for the possible pathways for priority bills to progress through the legislative process.

Internal & External Collaboration:

- Worked with internal subject matter experts to inform the impact of legislation as well as the development and delivery of testimony.
- The Health Services Director provided testimony to the House Health and Human Services Committee in support of SB24-010.
- Joined the Larimer County Department of Health and Environments' Community Health Improvement Plan subgroup focused on the topic of Health in All Policies.

Health Equity

Staffing Update:

- Health Equity Strategist (1 position vacant). The position was posted previously and due to the limited applicant pool, the job description was redeveloped to better attract the desired candidates and will be posted in May.

Staff Summary

The Human Resources (HR) Team hired/onboarded one (1) employee in March. Four (4) employees were offboarded, including one retirement.

As of April 8th, there are six (6) open positions posted, two (2) are new positions and four (4) are vacancies. There are three (3) positions in the queue to be posted.

- Selected a vendor for the new Human Resources Information System (HRIS)/Human Capital Management (HCM) system. The contract is under review and once finalized a work plan will be created. This work will be approximately 4-6 months.
- Fully transitioned leave management over to Human Resources from Finance. Employees are now working with HR for extended leave requests.
- Partnered with SummitStone Health Partners to provide staff in client-facing positions Question, Persuade, Refer (QPR) suicide prevention training.
- Continued work on creating Personnel Policies in consultation with legal counsel. The completion of this work, will inform the revision of the Employee Handbook. As a top priority, this work will be completed no later than end of first quarter of 2025.

Staff Summary

- Successfully closed the year-end for 2023.
- The monthly financials for 2024 are now on target for completion through the end of March.
- The audit team was on-site for three days. Information was provided to the auditors starting in January through the end of March. Next steps include completing a review of the audited financials and completion of the management discussion and analysis.

Staffing Update: One accountant position on the team is vacant.

Staff Summary

Health Coverage Outreach Campaign:

- Continued to participate in and recently began to manage the Health Coverage Outreach campaign.

Routine Deliverables and Internal Program Products:

- Created and scheduled social media posts for March and April.
- Developed explanatory infographic on the Health District strategic planning process for staff and Board use.
- Created branded PowerPoint template for staff use.
- Created and started Communications Toolbox Team in Microsoft Teams to house tools like the PowerPoint template and other items for staff use.
- Arranged professional photo of all Health District staff to be used in Compass and 30th anniversary materials.

Websites:

- Created draft Digital Accessibility Plan for all Health District web properties.
- Narrowed list of finalists to receive RFP for healthdistrict.org website redesign.
- Conducted informational interviews and narrowed finalist list of firms to perform ongoing web accessibility monitoring services for Health District web properties.
- Worked with prospective technical maintenance vendor for HealthInfoSource.

Staffing Update: The Digital Media Specialist was hired and began work Feb. 26. The Communications Director announced retirement, with last day to be May 14.

Staff Summary

Most of the Support Services resources this month went toward relocating 30 offices for Health District employees, largely in the 120 and 202 Bristlecone buildings, to group functions together in a logical manner. This included equipment and furniture overflow cleanup and recycling, as well as adding new IT equipment and purging outdated records.

Two Dental operatories have undergone renovation, incorporating integrated technology within the new cabinetry. The Information Technology function is actively collaborating with the Dental staff to optimize utilization of the updated room layout, with plans to incorporate a second monitor to enhance patient interaction.

Facilities

- Continued the process of leasing Suite 210 at the 425 West Mulberry building, including increasing the advertising investment. Leasing the space is taking longer than anticipated and may affect lease revenue for 2024.
- Conducted research, interviews, and comparative analysis to select a new Computerized Maintenance Management System. MaintainX was selected as the platform and negotiations are ongoing to complete the purchase.
- Initiated the purchase of two fleet passenger vehicles by selecting appropriate models and beginning the competitive quote process.
- Staffing Update: The process for rehiring the Facility Manager position started in January, but an acceptable candidate was not found at that time. The position was reposted in March, and we are collecting applications and hoping to start interviews later in April. So far, no appropriate candidates have submitted applications.

Information Technology (IT)

- Introduced a new Client Database and Application Development change request form to staff, and are finalizing the updated process for reviewing, prioritizing, and completing changes to the Client Database. Staff worked with other departments and programs, like Research and Evaluation, aiming to ensure that the new process meets a variety of needs.
- Received 76 work orders and completed 83 work orders (some were left over from January) in February, totaling 21.7 hours. They received 72 work orders and completed 57 work orders in March, totaling 10.2 hours.