*	Roll	Call	Number
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Agenda	Item	Number
J		42

Date May 9, 2022

APPROVING AGREEMENT WITH CENTRAL IOWA HOSPITAL CORPORATION d/b/a UNITYPOINT HEALTH – DES MOINES OCCUPATIONAL HEALTH FOR OCCUPATIONAL HEALTH SERVICES

WHEREAS, a Request for Proposals (W22-186) ("RFP") was issued by the Procurement Division of the Finance Department on January 14, 2022, for occupational health services since the current service agreement will expire June 30, 2022; and

WHEREAS, the City of Des Moines received proposals for these services from Central Iowa Hospital Corporation d/b/a UnityPoint Health—Des Moines Occupational Health ("UnityPoint"), Sid Ramsey, Vice President, Business Development/Strategic Marketing, 1200 Pleasant Street, Des Moines, Iowa 50309; MercyOne Medical Group, Central Iowa; and Occupational Health Centers of the Southwest, P.A. d/b/a Concentra Medical Centers; and

WHEREAS, the Evaluation and Selection Committee reviewed the proposals consistent with identified scoring protocols and it now recommends that the proposal submitted by UnityPoint be accepted; and

WHEREAS, an agreement is sought for a five-year term effective July 1, 2022 through June 30, 2027; and

WHEREAS, approval of an agreement with UnityPoint is recommended at an estimated cost of \$302,827.71 for Year 1; \$311,912.54 for Year 2; \$321,269.92 for Year 3; \$330,908.02 for Year 4; and \$340,835.26 for Year 5.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Des Moines, Iowa as follows:

- 1. That Central Iowa Hospital Corporation d/b/a UnityPoint Health—Des Moines Occupational Health ("UnityPoint"), Sid Ramsey, Vice President, Business Development/Strategic Marketing, 1200 Pleasant Street, Des Moines, Iowa 50309 is selected to provide occupational health services at an estimated cost of \$302,827.71 for Year 1, \$311,912.54 for Year 2, \$321,269.92 for Year 3, \$330,908.02 for Year 4, and \$340,835.26 for Year 5; and
- 2. The Mayor is authorized and directed to execute such agreement as approved by the Legal Department on behalf of the City of Des Moines, Iowa.

(Council Communication 22-195)

Moved by _______ to adopt.

Second by ______.

Roll Call Number	Agenda Item Number
	42

Date May 9, 2022

Approved as to form:

Carol J. Moser, Deputy City Attorney

COUNCIL ACTION	YEAS	NAYS	Pass	ABSENT	CERTIFICA
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BOESEN					I, P. Kay certify th
GATTO					City of D
SHEUMAKER					other pro
MANDELBAUM					IN WITN
VOSS					hand and
WESTERGAARD					above wi
TOTAL					
MOTION CARRIED					
Day (1987)					

ATE

y Cmelik, City Clerk of said City hereby hat at a meeting of the City Council of said Des Moines, held on the above date, among oceedings the above was adopted.

NESS WHEREOF, I have hereunto set my d affixed my seal the day and year first ritten.

City Clerk

OCCUPATIONAL HEALTH CARE SERVICES AGREEMENT BETWEEN

UNITYPOINT HEALTH - DES MOINES OCCUPATIONAL MEDICINE

AND

THE CITY OF DES MOINES, IOWA

WHEREAS, the City of Des Moines, Iowa, a municipal corporation organized and existing pursuant to the laws of the State of Iowa (hereinafter, "CITY"), is desirous of obtaining occupational health care services for its employees; and Central Iowa Hospital Corporation d/b/a UnityPoint Health – Des Moines Occupational Health (hereinafter, "UnityPoint"), a corporation in the State of Iowa desires to provide the occupational health care services required for the City of Des Moines employee; and

WHEREAS, on January 14, 2022, Request for Proposal #W22-186, Occupational Health Services for the City of Des Moines was issued, with a subsequent Addendum #1 dated February 1, 2022 ("the RFP"); and

WHEREAS, this Agreement is intended to formalize and implement the terms whereby UnityPoint shall provide the occupational health care services (excluding physical therapy) to City of Des Moines employees; and

WHEREAS, this Agreement is intended to formalize and implement the provisions of the RFP and of the proposal made by UnityPoint dated February 10, 2022 ("**Proposal**") in response thereto, both of which are made a part of this Agreement by this reference.

NOW THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

SECTION 1: SCOPE OF SERVICES TO BE RENDERED

UnityPoint agrees during the terms of this Agreement to provide the CITY, under the terms and conditions set forth in this Agreement, occupational health services.

SECTION 2: CONTRACT ADMINISTRATION

The CITY'S Human Resources Department Director or his/her designee, shall be the liaison between UnityPoint for the purpose of administration of the services to be performed under this Agreement. The services to be performed by UnityPoint shall at all times be subject to the general supervision of the CITY'S Human Resources Director or his/her designee.

SECTION 3: TERM OF AGREEMENT

The term of this Agreement shall be for a period of five (5) years beginning no sooner than July 1, 2022, through June 30, 2027.

SECTION 4: AGREEMENT DOCUMENTS

This Agreement shall include and be composed of this Agreement, and Attachments A and B. In the event of any conflict or inconsistency between this Agreement and the other documents, this Agreement shall prevail. This Agreement may be amended by execution of a written amendment as agreed to by the CITY and UnityPoint.

SECTION 5: PRICES AND PAYMENT

UnityPoint charges shall be in accordance with its pricing outlined in Attachment A effective for dates of service July 1, 2022, through June 30, 2027.

Any services which are not specifically included in Attachment A shall be performed only after written prior approval by the CITY and paid by the CITY upon receipt of an itemized invoice for such excluded services.

SECTION 6: TERMINATION

Either party may terminate this Agreement for any reason by giving the other party at least ninety (90) days prior written notice. Either party shall have the right to terminate this Agreement upon thirty (30) days prior written notice to the other party if the party to whom such notice is given is in breach of any material provision of this Agreement. Upon termination UnityPoint shall not perform any new services. The CITY shall pay UnityPoint any outstanding fees through the date of the termination upon invoice from UnityPoint.

SECTION 7: INSURANCE AND INDEMNIFICATION

UnityPoint shall purchase and maintain insurance in accordance with the insurance requirements set forth in Attachment B to protect UnityPoint and the CITY throughout the duration of this Agreement. UnityPoint shall not commit any act which shall invalidate any policy of insurance. UnityPoint shall defend, indemnify and hold harmless the CITY in accordance with the indemnification requirements set forth in Attachment B. UnityPoint shall be subject to all terms and provisions set forth in this Agreement including those in Attachment B.

SECTION 8: CONFIDENTIALITY OF RECORDS

UnityPoint shall maintain records of all services performed pursuant to this Agreement, and it shall comply with all applicable local, state and federal laws governing the confidentiality of medical records.

SECTION 9: OWNERSHIP OF DOCUMENTS

The CITY will provide UnityPoint with the complete original or a copy of all notes, reports, special studies, records and other data that is maintained by the CITY for its employees who will receive service pursuant to this Agreement. Such records are the property of the CITY and UnityPoint shall return such records to the CITY at the termination of this Agreement. All notes, reports, special studies, records and other data prepared by UnityPoint under this Agreement shall be the property of UnityPoint. Upon termination of this Agreement, a duplicate of all

notes, reports, special studies, records, and other data prepared by UnityPoint under this Agreement will be provided to the CITY in an electronic or paper format. The CITY will reimburse UnityPoint for the reasonable costs of duplication.

SECTION 10: NON-DISCRIMINATION

Pursuant to the terms of this Agreement, UnityPoint shall not discriminate or permit discrimination in its operations or employment practices against any person or group of persons on the basis of race, color, creed, national origin, gender, gender identity, sexual orientation, transgender status, pregnancy, age, religion, disability, ancestry, political affiliation, or employee union or association membership and shall furnish evidence of compliance with this provision when so requested by the CITY.

SECTION 11: CHOICE OF LAW

This Agreement shall be governed by and interpreted and construed in accordance with the laws of the State of Iowa, and any action relating to this Agreement shall be brought in the Iowa District Court in Polk County, Iowa or the United States District Court for the Southern District of Iowa.

SECTION 12: FORCE MAJEURE

Neither party will be liable for any failure or delay in performing under this Agreement where such failure or delay is due to causes beyond its reasonable control, including natural catastrophes, declared health emergencies such as pandemics, governmental acts or omissions, laws or regulations, war, terrorism, labor strikes or difficulties, communications systems breakdowns, hardware or software failures, transportation stoppages or slowdowns or the inability to procure supplies or materials.

SECTION 13: NOTICES AND COMMUNICATIONS

a. Notices Regarding Agreement Terms. Any notice, request, reports, payments and invoices, or other communication to either party by the other concerning the terms and conditions of this Agreement, shall be in writing or email and shall be deemed given when hand-delivered or sent postage prepaid, by certified or registered United States mail, return receipt requested, deposited into the United States mail, and actually received by the addressee(s), or on the date sent via email, addressed as follows:

For UnityPoint: UnityPoint Health - Des Moines Occupational Medicine

Sid Ramsey, Vice President, UPHDM Business Development/Strategic Marketing

1200 Pleasant Street Des Moines, IA 50309

Sidney.ramsey@unitypoint.org

For the City:

City of Des Moines

James Wells, Human Resources Director

400 Robert D. Ray Drive Des Moines, Iowa 50309-1891 Email: <u>jrwells@dmgov.org</u>

And

With a copy to: City of Des Moines

Purchasing Division 400 Robert D. Ray Drive Des Moines IA 50309 Attn: June Nasby

Email: jmnasby@dmgov.org

The person and the place to which notices are to be mailed to either party may be changed from time to time by notice given in accordance with the provisions of this Section.

b. Operations Communications. Communications regarding day-to-day operations shall be made by email addressed as follows, and may change from time to time by notification by email:

For UnityPoint: Kathy Goranson, Director UPHDM Occ. Med.; Kathleen.goranson@unitypoint.org

For the City: James Wells, Human Resources Director

Invoices shall be emailed to fin-ap@dmgov.org

SECTION 14: Miscellaneous Provisions

- a) SEVERABILITY: In the event that any provision of this Agreement is deemed to be invalid by reason of the operation of law, or by reason of the interpretation placed thereon by any administrative agency or court, the CITY and UnityPoint shall negotiate an equitable adjustment in the provision of the same in order to effect, to the maximum extent permitted by law, the purpose of this Agreement and the validity and enforceability of the remaining provisions, or portions or applications thereof, shall not be affected and shall be in full force and effect.
- b) RELATIONSHIP/AUTHORITY: Nothing in this Agreement shall be deemed to create, or be construed as creating, a joint venture or partnership between the parties. Neither party is, by virtue of this Agreement or otherwise, authorized as an agent or legal representative of the other party. Neither party is granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of the other party, or to bind such other party in any manner.
- c) HEADINGS: Headings and captions of the paragraphs in this Agreement are solely for the convenience of the parties and are not an aid in the interpretation of this Agreement.
- d) ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof, and supersedes any and all other agreements, understandings, negotiations, or representations, oral or written, between them.
- e) AMENDMENT. No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by both parties.
- f) WAIVER/BREACH. The waiver or breach of any term or condition of this Agreement shall not be deemed to constitute the continuing waiver of the same or any other term or condition.

- g) ASSIGNMENT. No assignment of this Agreement or the rights, powers, or duties hereunder shall be valid without the express written consent of both parties hereto, and any such unauthorized assignment shall be void.
- h) COUNTERPARTS. This Agreement may be executed in multiple counterparts, any one of which will be deemed an original, but all of which will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this day of May, 2022.
CITY OF DES MOINES, IOWA
T.M. Franklin Cownie, Mayor ATTEST:
P. Kay Cmelik City Clerk
APPROVED AS TO FORM:
Carol J. Moser Deputy City Attorney
STATE OF IOWA)) ss: COUNTY OF POLK)
On thisday of May, 2022, before me, the undersigned, a Notary Public in the State of Iowa, personally appeared T.M. FRANKLIN COWNIE and P. KAY CMELIK, to me personally known, and who, being by me duly sworn did state that they are the Mayor and City Clerk, respectively, of the City of Des Moines, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation; that the instrument was signed on behalf of the City of Des Moines, Iowa, by authority of its City Council, and contained in the Resolution adopted by the City Council under Roll Call No on the day of May, 2022, and that T.M. FRANKLIN COWNIE and P.KAY CMELIK acknowledged the execution of the instrument to be the voluntary act and deed of the City of Des
Moines, Iowa by and by them voluntarily executed.
Notary Public in the State of Iowa

UNITYPOINT HEALTH - DES MOINES OCCUPATIONAL MEDICINE

By: Davil Stark
STATE OF IOWA)) ss: COUNTY OF POLK)
On this 3 day of May, 2022, before me, the undersigned, a Notary Public in the State of Iowa, personally appeared David Stavic, to me personally known, and who, being by me duly sworn did state that he is an officer of UnityPoint authorized to bind UnityPoint and that the foregoing instrument was signed on behalf of said corporation and he acknowledged the execution of the said instrument to be the voluntary act and deed of said corporation, by it

Shuly L Engel Notary Public for the State of Iowa

voluntarily executed.

SHELLY L. ENGEL
Commission Number 811786
My Commission Expires
July 25, 2024

ATTACHMENT A

Fee Amount Effective July 1, 2022 through June 30, 2027:

Addendum #1 -Utilization Summary

## OFFICIAL PROPERTY FORMS Formation F	2/1/2022														
Company Comp						Proposed	Total Proposed	Proposed	Total Proposed	Proposed	Total Proposed	Proposed	Total Proposed	Proposed	Total Proposed
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CFT Code 20th Private Content 2077-7201 CFT Code CFT C		CPT Code		Total # of Units	for Annual	7/1/2022 -	7/1/2022 -	7/1/2023 -	7/1/2023 -	7/1/2024 -	7/1/2024 -	7/1/2025 -	7/1/2025 -	7/1/2026 -	7/1/2026 -
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		5PANDOT, NONDOTCO, M	5P Drug Screen/Lab/MRO - DOT & nonDOT	927	185	\$58.49	\$10,820.65	\$60.24	\$11,145.27	\$62.05	\$11,479.63	\$63.91	\$11,824.02	\$65.83	\$12,178.74
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92552 Hearing Screen (Audiogram) 1946 389 \$30.00 \$11,670.00 \$30.90 \$12,020.10 \$31.83 \$12,380.70 \$32.78 \$12,752.12 \$33.77 \$13, 12485 Heel or elbow protector, each 3 1 \$66.00 \$66.00 \$66.00 \$67.98 \$67.98 \$70.02 \$70.02 \$72.12 \$72.12 \$74.28 \$10.00 \$10.				5											
L3485 Heel or elbow protector, each 3 1 566.00 \$66.00 \$67.98 \$70.02 \$70.02 \$72.12 \$72.12 \$74.28 \$80076 Hepatic Function Panel 1 1 \$31.00 \$31.00 \$31.00 \$31.93 \$31.93 \$32.89 \$32.89 \$33.87 \$33.87 \$34.89 \$90632 Hepatitis A Vaccine 5 1 \$69.65 \$69.65 \$71.74 \$71.74 \$73.89 \$73.89 \$76.11 \$76.11 \$78.39 \$8706 Hepatitis B Surface Antibody (Titer) 277 55 \$27.00 \$1,485.00 \$27.81 \$1,529.55 \$28.64 \$1,575.44 \$29.50 \$1,622.70 \$30.39 \$1,487.40 \$1,487.				1946											\$13,134.69
80076 Hepatic Function Panel 1 1 \$31.00 \$31.00 \$31.93 \$31.93 \$32.89 \$32.89 \$33.87 \$33.87 \$34.89 90632 Hepatitis A Vaccine 5 1 \$69.65 \$69.65 \$71.74 \$73.89 \$73.89 \$76.11 \$76.11 \$78.39 \$32.89 \$32.89 \$33.87 \$34.89 \$34.89 \$32.89 \$32.89 \$33.87 \$34.89 \$34.89 \$32.89 \$33.87 \$33.87 \$34.89 \$32.89 \$33.87 \$34.89 \$32.89 \$33.87 \$34.89 \$33.87 \$34.89 \$32.89 \$33.87 \$34.89 \$34.89 \$32.89 \$33.87 \$34.89 \$34.89 \$32.89 \$33.87 \$34.89 \$34.89 \$34.89 \$32.89 \$33.87 \$34.89 \$34.89 \$32.89 \$33.87 \$34.89 \$34.89 \$32.89 \$32.89 \$33.87 \$34.89 \$34.89 \$32.89 \$32.89 \$33.87 \$34.89 \$34.89 \$32.89 \$32.89 \$32.89 \$32.89 \$32.89 \$32.8				3			, , , , , , , , , , , , , , , , , , , ,		1 /						
90632 Hepatitis A Vaccine 5 1 \$69.65 \$69.65 \$71.74 \$71.74 \$73.89 \$73.89 \$76.11 \$76.11 \$78.39 \$8706 Hepatitis B Surface Antibody (Titer) 277 55 \$27.00 \$1,485.00 \$27.81 \$1,529.55 \$28.64 \$1,575.44 \$29.50 \$3,622.70 \$30.39 \$1,485.00 \$10.00 \$25.75 \$1,000.00 \$25.75 \$1	80076			1	1										
86706 Hepatitis B Surface Antibody (Titer) 277 55 \$27.00 \$1,485.00 \$27.81 \$1,529.55 \$28.64 \$1,575.44 \$29.50 \$1,622.70 \$30.39 \$1,182.70 87340 Hepatitis B Surface Antigen 199 40 \$25.00 \$1,000.00 \$25.75 \$1,030.00 \$26.52 \$1,060.90 \$27.32 \$28.14 \$1,792.73 \$28.14	90632			5	1										
87340 Hepatitis B Surface Antigen 199 40 \$25.00 \$1,000.00 \$25.75 \$1,030.00 \$26.52 \$1,060.90 \$27.32 \$1,092.73 \$28.14 \$1,				277											
90746 Hepatitis B Vaccine 211 42 \$69.95 \$2,937.90 \$72.05 \$3,026.04 \$74.21 \$3,116.82 \$76.44 \$3,210.32 \$78.73 \$3,206.03 Hepatitis C Antibody (Titer) 236 47 \$45.00 \$2,115.00 \$46.35 \$2,178.45 \$47.74 \$2,243.80 \$49.17 \$2,311.12 \$50.65 \$2,243.80 \$49.17 \$40.00 \$	87340		Hepatitis B Surface Antigen	199	40	\$25.00	\$1,000.00	\$25.75	\$1,030.00	\$26.52					
86803 Hepatitis C Antibody (Titer) 236 47 \$45.00 \$2,115.00 \$46.35 \$2,178.45 \$47.74 \$2,243.80 \$49.17 \$2,311.12 \$50.65 \$2,178.45	90746		Hepatitis B Vaccine	211	. 42	\$69.95	\$2,937.90	\$72.05	\$3,026.04	\$74.21	\$3,116.82	\$76.44		\$78.73	
	86803		Hepatitis C Antibody (Titer)							\$47.74					
	87522	87521	Hepatitis C RNA PCR, Quantitative	4	1	\$190.50	\$190.50	\$196.22	\$196.22	\$202.10	\$202.10	\$208.16	\$208.16	\$214.41	

UTILIZATION SUMMARY

					Proposed	Total Proposed	Proposed	Total Proposed	Proposed	Total Proposed	Proposed	Total Deserved	December	Total Doggan
				# to be Used	Cost/Unit	Cost for	Cost/Unit	Cost for	Cost/Unit	Cost for	Cost/Unit	Total Proposed Cost for	Proposed Cost/Unit	Total Proposed Cost for
	CPT Code		Total # of Units	for Annual	7/1/2022 -	7/1/2022 -	7/1/2023 -	7/1/2023 -	7/1/2024 -	7/1/2024 -	7/1/2025 -	7/1/2025 -	7/1/2026 -	7/1/2026 -
CPT Code	2020-Present, if changed	Content	2017 - 2021	Cost Calc	6/30/2023	6/30/2023	6/30/2024	6/30/2024	6/30/2025	6/30/2025	6/30/2026	6/30/2026	6/30/2027	6/30/2027
86703		HIV Antibody	105	21	\$37.00	\$777.00	\$38.11	\$800.31	\$39.25	\$824.32	\$40.43	\$849.05	\$41.64	\$874.52
87389		HIV4G - HIV 4th Generation AB Screen	170	34	\$37.25	\$1,266.50	\$38.37	\$1,304.50	\$39.52	\$1,343.63	\$40.70	\$1,383.94	\$41.93	\$1,425.46
L1820	ANTEKNEE & L1820	HKO anterior closure knee	3	1	\$33.00	\$33.00	\$33.99	\$33.99	\$35.01	\$35.01	\$36.06	\$36.06	\$37.14	\$37.14
10120		Incision & Removal of Foreign Body	0	-	\$322.50	\$322.50	\$332.18	\$332.18	\$342.14	\$342.14	\$352.40	\$352.40	\$362.98	\$362.98
90686		Influenza Vaccination	121		\$30.00	\$720.00	\$30.90	\$741.60	\$31.83	\$763.85	\$32.78	\$786.76	\$33.77	\$810.37
96372		Injection Fee	24		\$24.00	\$120.00	\$24.72	\$123.60	\$25.46	\$127.31	\$26.23	\$131.13	\$27.01	\$135.06
90471	Vaccine Administration	Injection Fee, Immunization	350	70	\$19.73	\$1,381.10	\$20.32	\$1,422.53	\$20.93	\$1,465.21	\$21.56	\$1,509.17	\$22.21	\$1,554.44
96372 J1885	Therapeutic Diag Inj.	Injection Fee, Medication Injection, Ketorolac Tromethamine, 15 mg	54		\$24.00	\$264.00	\$24.72	\$271.92	\$25.46	\$280.08	\$26.23	\$288.48	\$27.01	\$297.13
12031		, , ,	50	10	\$18.50 \$400.00	\$185.00	\$19.06	\$190.55	\$19.63	\$196.27	\$20.22	\$202.15	\$20.82	\$208.22
12051		Intermediate Lacera.Repair-Scalp-2.5cm Intermed.Lacera.Repair-Face-2.6-5.0cm	0	_	\$1,337.00	\$400.00 \$1,337.00	\$412.00 \$1,377.11	\$412.00 \$1,377.11	\$424.36 \$1,418.42	\$424.36 \$1,418.42	\$437.09 \$1,460.98	\$437.09	\$450.20	\$450.20
L1810	L2999 & L1830	Knee orthosis, elastic w/stays, prefab	34		\$34.00	\$238.00	\$35.02	\$1,377.11	\$1,418.42	\$1,418.42	\$1,460.98	\$1,460.98 \$260.07	\$1,504.81 \$38.27	\$1,504.81 \$267.87
83655	L2333 & L1030	Lead, Blood	4		\$22.75	\$22.75	\$23.43	\$23.43	\$24.14	\$24.14	\$24.86	\$24.86	\$25.61	\$25.61
90707		Measles, Mumps , Rubella (MMR) Vaccine	10		\$77.25	\$154.50	\$79.57	\$159.14	\$81.95	\$163.91	\$84.41	\$168.83	\$86.95	\$173.89
MMRTITER		Measles, Mumps , Rubella Antibody (Titer)	2	1	\$74.25	\$74.25	\$76.48		\$78.77	\$78.77	\$81.13	\$81.13	\$83.57	\$83.57
MRCOPY		Medical Record Copying (no chg)	1	1		\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NA		Medical Review Officer	0	1	\$22.75	\$22.75	\$23.43		\$24.14	\$24.14	\$24.86	\$24.86	\$25.61	\$25.61
J1030		Methylprednisolone Acetate, 40 mg	11	2	\$10.25	\$20.50	\$10.56	\$21.12	\$10.87	\$21.75	\$11.20	\$22.40	\$11.54	\$23.07
J1040		Methylprednisolone Acetate, 80 mg	33	7	\$25.75	\$180.25	\$26.52	\$185.66	\$27.32	\$191.23	\$28.14	\$196.96	\$28.98	\$202.87
99456		MMI/PPI Rating; Consultative Services	4	1	\$160.00	\$160.00	\$164.80	\$164.80	\$169.74	\$169.74	\$174.84	\$174.84	\$180.08	\$180.08
86735		Mumps Antibody IgG (Titer)	15		\$24.75	\$74.25	\$25.49		\$26.26	\$78.77	\$27.04	\$81.13	\$27.86	\$83.57
99204		New Comprehensive	43		\$250.00	\$2,250.00	\$257.50		\$265.23	\$2,387.03	\$273.18	\$2,458.64	\$281.38	\$2,532.39
99204		New Comprehensive Pre-op Exam	0	_	\$250.00	\$250.00	\$257.50		\$265.23	\$265.23	\$273.18	\$273.18	\$281.38	\$281.38
99202		New Expanded Pre-op Exam	0	_	\$132.00	\$132.00	\$135.96		\$140.04	\$140.04	\$144.24	\$144.24	\$148.57	\$148.57
99202	COMPANY LIGHT	New Problem Expanded Focused	162		\$132.00	\$4,224.00	\$135.96		\$140.04	\$4,481.24	\$144.24	\$4,615.68	\$148.57	\$4,754.15
99201	FITRTWEV	Non-Work Related Return to Work Exam	677		\$72.37	\$9,769.95	\$74.54		\$76.78	\$10,364.94	\$79.08	\$10,675.89	\$81.45	\$10,996.16
80050 90632		Occ Med Health Risk A - ChemScreen (Blood Profile) On-site Hepatitis A Vaccination, w/inj	923 26		\$18.92 \$104.25	\$3,500.20 \$521.25	\$19.49 \$107.38		\$20.07 \$110.60	\$3,713.36	\$20.67	\$3,824.76	\$21.29	\$3,939.51
OSMILEAG	TRAVEL	On-site Repatitis A Vaccination, w/inj On-site Mileage	26		\$104.25	\$521.25	\$107.38		\$110.60	\$552.99 \$0.60	\$113.92	\$569.58	\$117.33	\$586.67
OSNURSE	TRNURSE	On-site Nurse (per hour)	11		\$60.00	\$120.00	\$61.80		\$63.65	\$127.31	\$0.62 \$65.56	\$0.62 \$131.13	\$0.64 \$67.53	\$0.64 \$135.06
OSTDAP	THITOHOL	On-site TDap Vaccination, w/ injection	35		\$65.98	\$461.86	\$67.96		\$70.00	\$489.99	\$72.10	\$504.69	\$74.26	\$135.06
OSTWINRX		On-site Twinrix Vaccination, w/injection	21		\$127.98	\$511.92	\$131.82		\$135.77	\$543.10	\$139.85	\$559.39	\$144.04	\$576.17
99080		Physician Letter, Review, &/or Conference	9	_	\$193.80	\$387.60	\$199.61		\$205.60	\$411.20	\$211.77	\$423.54	\$218.12	\$436.25
99070	A9273	Polar pack	133	27	\$9.25	\$249.75	\$9.53		\$9.81	\$264.96	\$10.11	\$272.91	\$10.41	\$281.10
99024		Post-Op Exam	0	1	\$137.00	\$137.00	\$141.11	\$141.11	\$145.34	\$145.34	\$149.70	\$149.70	\$154.19	\$154.19
L3809		Premier wrist with thumb	5	1	\$50.50	\$50.50	\$52.02	\$52.02	\$53.58	\$53.58	\$55.18	\$55.18	\$56.84	\$56.84
99358		Prolonged E&M w/o Direct Pt Contact - 60	2		\$314.00	\$314.00	\$323.42	\$323.42	\$333.12	\$333.12	\$343.12	\$343.12	\$353.41	\$353.41
94010		Pulmonary Function Testing	976		\$42.00	\$8,190.00	\$43.26		\$44.56	\$8,688.77	\$45.89	\$8,949.43	\$47.27	\$9,217.92
99202RC	RESPEXAM	Respirator Certification Exam	15		\$61.99	\$185.97	\$63.85		\$65.77	\$197.30	\$67.74	\$203.21	\$69.77	\$209.31
86762		Rubella Antibody IgG (Titer)	15		\$24.75	\$74.25	\$25.49		\$26.26	\$78.77	\$27.04	\$81.13	\$27.86	\$83.57
86765		Rubeola (Measles) Antibody IgG (Titer)	15		\$24.75	\$74.25			\$26.26	\$78.77	\$27.04	\$81.13	\$27.86	\$83.57
99070 12001	SILVADEN	Silvadene 50mg	5		\$17.50	\$17.50	\$18.03		\$18.57	\$18.57	\$19.12	\$19.12	\$19.70	\$19.70
		Simple Laceration Repair-2.5cm or less	12			\$405.32	\$208.74		\$215.00	\$430.00	\$221.45	\$442.90	\$228.10	\$456.19
12002 12011		Simple Laceration Repair-2.6-7.5cm Simple Laceration Repair-Face-2.5cm	4		\$317.25 \$466.26	\$317.25 \$466.26	\$326.77 \$480.25		\$336.57 \$494.66	¥	\$346.67	\$346.67	\$357.07	\$357.07
L3480		Soft line lateral silicone heel	0	-		\$466.26	\$480.25 \$67.98		\$494.66		\$509.49 \$72.12	\$509.49 \$72.12	\$524.78 \$74.28	\$524.78 \$74.28
A4570	FSPLINT	Splint	14			\$111.00	\$38.11		\$70.02	\$117.76	\$40.43	\$121.29	\$74.28 \$41.64	\$74.28 \$124.93
S8451	. U. Ellel	Splint, prefabricated, wrist or ankle	5			\$49.00	\$50.47		\$51.98		\$40.43	\$121.29 \$53.54	\$41.64	\$124.93 \$55.15
L3260	SHOE POST-OP	Surgical boot / shoe	6			\$21.75			\$23.07		\$23.77	\$23.77	\$24.48	\$24.48
90715		TdaP (Adacel)	155			\$1,433.75			\$49.07		\$50.54	\$1,566.70	\$52.05	\$1,613.70
90714		Tetanus and Diphtheria Toxoids	17			\$70.80			\$25.04		\$25.79	\$77.37	\$26.56	\$79.69
93015TIC		Treadmill - The Iowa Clinic	48	10	\$0.00	\$0.00			\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
93015UPC	93015	Treadmill - UPC Cardiology	164			\$8,481.00	\$264.71	\$8,735.43	\$272.65	\$8,997.49	\$280.83	\$9,267.42	\$289.26	\$9,545.44
93015PF		Treadmill with 411 Exam	187			\$8,325.00	\$231.75		\$238.70	, , , , , , , , , , , ,	\$245.86	\$9,096.95	\$253.24	\$9,369.86
20552		Trigger point injection, 1 or 2 muscles	2		Ψ2 15150	\$149.50	\$153.99		\$158.60		\$163.36	\$163.36	\$168.26	
86480	86481	T-Spot TB Blood Test	5	_	\$62.00	\$62.00			\$65.78		\$67.75	\$67.75	\$69.78	\$69.78
86580	16457	Tuberculin Skin Test	737			\$3,822.00	\$26.78		\$27.58		\$28.41	\$4,176.40	\$29.26	\$4,301.69
99070	A6457	Tubigrip (flexgrip)	3	_	\$24.75	\$24.75			\$26.26		\$27.04	\$27.04	\$27.86	\$27.86
90636 81002	81000	TwinRix Immuniaztion (Hep B & Hep A)	19		\$115.42	\$461.68	\$118.88		\$122.45	\$489.80	\$126.12	\$504.49	\$129.91	\$519.62
81002 81001	01000	UA - Dip Stick Urinalysis with Microscopic	914		\$21.00 \$21.00	\$3,843.00 \$21.00	\$21.63 \$21.63		\$22.28 \$22.28		\$22.95	\$4,199.35	\$23.64	
86787		Varicella Antibody IgG/IgM (Titer)	56			\$21.00			\$22.28		\$22.95 \$27.04	\$22.95 \$297.49	\$23.64 \$27.86	\$23.64 \$306.42
99172		Vision Screening, Ishihara	30		\$24.75	\$272.25	\$25.49		\$26.26		\$27.04	\$297.49	\$27.86	
		1			727.73	724.73	725.45	723.45	J20.20	720.20	<i>₹21.</i> 04	\$27.04	\$27.80	\$27.86

UTILIZATION SUMMARY

					Proposed	Total Proposed								
				# to be Used	Cost/Unit	Cost for								
	CPT Code		Total # of Units	for Annual	7/1/2022 -	7/1/2022 -	7/1/2023 -	7/1/2023 -	7/1/2024 -	7/1/2024 -	7/1/2025 -	7/1/2025 -	7/1/2026 -	7/1/2026 -
CPT Code	2020-Present, if changed	Content	2017 - 2021	Cost Calc	6/30/2023	6/30/2023	6/30/2024	6/30/2024	6/30/2025	6/30/2025	6/30/2026	6/30/2026	6/30/2027	6/30/2027
99173		Vision Screening, Titmus	200	40	\$24.96	\$998.40	\$25.71	\$1,028.35	\$26.48	\$1,059.20	\$27.27	\$1,090.98	\$28.09	
L4386	CAMBOOT	Walking Boot, non-pneumatic, prefab	14	3	\$41.25	\$123.75	\$42.49	\$127.46	\$43.76	\$131.29	\$45.07	\$135.22	\$46.43	\$139.28
L3807	WRIST SPLINT W/THUMB	Wrist hand finger orthosis, pre-fab	6	1	\$50.50	\$50.50	\$52.02	\$52.02	\$53.58	\$53.58	\$55.18	\$55.18	\$56.84	\$56.84
L3908		Wrist hand orthosis (splint), pre-fab	17	3	\$25.75	\$77.25	\$26.52	\$79.57	\$27.32	\$81.95	\$28.14	\$84.41	\$28.98	\$86.95
73050		X-Ray AC Joints Bilateral w/Weights	2	1	\$77.90	\$77.90	\$80.24	\$80.24	\$82.64	\$82.64	\$85.12	\$85.12	\$87.68	\$87.68
73610		X-Ray Ankle Minimum or 3 Views	36		\$83.49	\$584.43	\$85.99	\$601.96	\$88.57	\$620.02	\$91.23	\$638.62	\$93.97	\$657.78
71046, 73650, 71020	71046	X-RAY CHEST 2 VIEWS	213	43	\$83.68	\$3,598.24	\$86.19	\$3,706.19	\$88.78	\$3,817.37	\$91.44	\$3,931.89	\$94.18	\$4,049.85
71010	71045	X-Ray Chest Single View Frontal	48	10	\$58.41	\$584.10	\$60.16	\$601.62	\$61.97	\$619.67	\$63.83	\$638.26	\$65.74	\$657.41
73000		X-Ray Clavicle Complete	1	1	\$120.50	\$120.50	\$124.12	\$124.12	\$127.84	\$127.84	\$131.67	\$131.67	\$135.62	\$135.62
72040		X-Ray C-Spine 3 Views or Less	5	1	\$115.68	\$115.68	\$119.15	\$119.15	\$122.72	\$122.72	\$126.41	\$126.41	\$130.20	\$130.20
72052		X-Ray C-Spine 6 or More Views	5	1	\$116.07	\$116.07	\$119.55	\$119.55	\$123.14	\$123.14	\$126.83	\$126.83	\$130.64	\$130.64
72050		X-Ray C-Spine Minimum of 4 or 5 Views	12	2	\$141.17	\$282.34	\$145.41	\$290.81	\$149.77	\$299.53	\$154.26	\$308.52	\$158.89	\$317.78
73080		X-Ray Elbow Complete Minimum 3 Views	28	6	\$92.14	\$552.84	\$94.90	\$569.43	\$97.75	\$586.51	\$100.68	\$604.10	\$103.70	\$622.23
70150		X-Ray Facial Bones Min 3 Views	0	1	\$161.00	\$161.00	\$165.83	\$165.83	\$170.80	\$170.80	\$175.93	\$175.93	\$181.21	\$181.21
73551		X-Ray Femur 1 View	0	1	\$112.00	\$112.00	\$115.36	\$115.36	\$118.82	\$118.82	\$122.39	\$122.39	\$126.06	\$126.06
73140		X-Ray Finger Minimum 2 Views	40	8	\$60.64	\$485.12	\$62.46	\$499.67	\$64.33	\$514.66	\$66.26	\$530.10	\$68.25	\$546.01
73630		X-Ray Foot Complete Minimum of 3 Views	28	6	\$88.68	\$532.08	\$91.34	\$548.04	\$94.08	\$564.48	\$96.90	\$581.42	\$99.81	\$598.86
73090		X-Ray Forearm 2 Views	5		\$115.50	\$115.50	\$118.97		\$122.53	\$122.53	\$126.21	\$126.21	\$130.00	\$130.00
73630	73130	X-Ray Hand Minimum 3 Views	36	7	\$91.76	\$642.32	\$94.51	\$661.59	\$97.35	\$681.44	\$100.27	\$701.88	\$103.28	\$722.94
73510	73502	X-Ray Hip Bilateral w/Pelvis 2 Views	1	. 1	\$70.76	\$70.76	\$72.88		\$75.07	\$75.07	\$77.32	\$77.32	\$79.64	\$79.64
71100	73502	X-Ray Hip Unilateral w/Pelvis 2-3 Views	22	4	\$70.76	\$283.04	\$72.88	\$291.53	\$75.07	\$300.28	\$77.32	\$309.29	\$79.64	\$318.56
73560		X-Ray Knee 1 or 2 Views	4	1	\$110.64	\$110.64	\$113.96	\$113.96	\$117.38	\$117.38	\$120.90	\$120.90	\$124.53	\$124.53
73562		X-Ray Knee 3 Views	69	14	\$119.74	\$1,676.36	\$123.33	\$1,726.65	\$127.03	\$1,778.45	\$130.84	\$1,831.80	\$134.77	\$1,886.76
73564		X-Ray Knee 4 or More Views	17	3	\$169.00	\$507.00	\$174.07	\$522.21	\$179.29	\$537.88	\$184.67	\$554.01	\$190.21	\$570.63
72100		X-Ray L-Spine 2 or 3 Views	25	5	\$110.57	\$552.85	\$113.89	\$569.44	\$117.30	\$586.52	\$120.82	\$604.11	\$124.45	\$622.24
72114		X-Ray L-Spine Comp Incl Bending Views	0	1	\$123.20	\$123.20	\$126.90	\$126.90	\$130.70	\$130.70	\$134.62	\$134.62	\$138.66	\$138.66
72110		X-Ray L-Spine Min of 4 Views w/Oblique	27	5	\$116.79	\$583.95	\$120.29	\$601.47	\$123.90	\$619.51	\$127.62	\$638.10	\$131.45	\$657.24
70110		X-Ray Mandible Complete Min 4 Views	1	. 1	\$84.87	\$84.87	\$87.42	\$87.42	\$90.04	\$90.04	\$92.74	\$92.74	\$95.52	\$95.52
70200		X-Ray Orbits Comp Min 4 Views	2	1	\$170.00	\$170.00	\$175.10	\$175.10	\$180.35	\$180.35	\$185.76	\$185.76	\$191.34	\$191.34
72170		X-Ray Pelvis 1 or 2 Views	0	1	\$70.96	\$70.96	\$73.09	\$73.09	\$75.28	\$75.28	\$77.54	\$77.54	\$79.87	\$79.87
71100		X-Ray Ribs Unilateral 2 Views	7	1	\$139.25	\$139.25	\$143.43	\$143.43	\$147.73	\$147.73	\$152.16	\$152.16	\$156.73	\$156.73
72220		X-Ray Sacrum & Coccyx Minimum 2 Views	4	1	\$61.07	\$61.07	\$62.90	\$62.90	\$64.79	\$64.79	\$66.73	\$66.73	\$68.73	\$68.73
73030		X-Ray Shoulder Complete Minimum 2 Views	46	9	\$89.25	\$803.25	\$91.93	\$827.35	\$94.69	\$852.17	\$97.53	\$877.73	\$100.45	\$904.06
70260		X-Ray Skull Min 4 Views w/wo Stereo	C	1	\$183.00	\$183.00	\$188.49	\$188.49	\$194.14	\$194.14	\$199.97	\$199.97	\$205.97	\$205.97
72070		X-Ray Thoracic Spine 2 Views	7	1	\$76.86	\$76.86	\$79.17	\$79.17	\$81.54	\$81.54	\$83.99	\$83.99	\$86.51	\$86.51
72072		X-Ray Thoracic Spine 3 Views	6	1	\$152.50	\$152.50	\$157.08	\$157.08	\$161.79	\$161.79	\$166.64	\$166.64	\$171.64	\$171.64
73590		X-Ray Tibia & Fibula 2 Views	5	1	\$56.85	\$56.85	\$58.56	\$58.56	\$60.31	\$60.31	\$62.12	\$62.12	\$63.99	\$63.99
73660		X-Ray Toes Minimum of 2 Views	7	1	\$51.58	\$51.58	\$53.13	\$53.13	\$54.72	\$54.72	\$56.36	\$56.36	\$58.05	\$58.05
73110		X-Ray Wrist Complete Minimum 3 Views	31	. 6	\$90.54	\$543.24	\$93.26	\$559.54	\$96.05	\$576.32	\$98.94	\$593.61	\$101.90	\$611.42

Total for each year \$30,827.71 \$311,912.54 \$321,269.92 \$330,908.02 \$340,835.26

Total for the 5-year contract term \$1,607,753.44

ATTACHMENT B

MEDICAL SERVICES

GENERAL INSURANCE & INDEMNIFICATION REQUIREMENTS

For the purposes of this Attachment and all provisions included herein, the term "CITY" shall mean the City of Des Moines, Iowa, including its elected and appointed officials, employees, agents, volunteers, boards, commissions and others working on its behalf.

1. GENERAL

UnityPoint shall maintain insurance through commercial insurance, a program of self-insurance, or a combination of the two, to protect UnityPoint and CITY throughout the duration of the Agreement. Any commercial insurance shall be provided by insurance companies "admitted" or "non-admitted" to do business in the State of Iowa having no less than an A. M. Best Rating of "B+." All policies, except professional liability, shall be written on an occurrence basis and in form and amounts satisfactory to the CITY. Certificates of Insurance confirming adequate insurance coverage shall be submitted to the CITY prior to Agreement execution or commencement of work and/or services.

2. INSURANCE REQUIREMENTS

A. <u>COMMERCIAL GENERAL LIABILITY INSURANCE</u>: Commercial General Liability insurance on an occurrence basis with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit covering Personal Injury, Bodily Injury and Property Damage. Coverage shall include: (a) <u>Contractual Liability</u>, (b) <u>Premises and Operations</u>, (c) <u>Products and Completed Operations</u>, (d) <u>Independent Contractors Coverage</u>, (e) <u>Personal and Advertising Injury and (f) Explosion, Collapse and Underground- XCU (when applicable)</u>. *Waiver of Subrogation in favor of the CITY is required as per paragraph 2.G. below*.

The CITY shall not be included as an Additional Insured.

- B. <u>CONTRACTUAL LIABILITY</u>: The Contractual Liability coverage required above shall include the cost of defense and settlement. UnityPoint agrees to submit to its insurance carrier, on behalf of the CITY, any claim or demand against the CITY for which the UnityPoint has agreed to defend, indemnify and hold the CITY harmless in Section 3 Indemnification below, and to do so in a timely manner so required in its insurance policies.
- C. WORKER'S COMPENSATION & EMPLOYER'S LIABILITY INSURANCE: As required by State of Iowa Workers' Compensation Law, UnityPoint shall procure and maintain Worker's Compensation Insurance, including Employer's Liability Coverage. The Workers' Compensation Insurance shall be written with State of Iowa statutory limits. If, by Iowa Code Section 85.1A, UnityPoint is not required to purchase Workers' Compensation Insurance, UnityPoint shall have a copy of the Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Waiver of Subrogation in favor of the CITY is required as per paragraph 2.G. below.

- D. <u>PROFESSIONAL LIABILITY INSURANCE</u>: Malpractice Insurance with limits not less than \$1,000,000 per occurrence and \$3,000,000 aggregate. The policy must include coverage for both the entity and practitioners working on its behalf. If the entity does not maintain coverage for practitioners, the entity must require practitioners to maintain similar coverage for themselves.
- E. <u>CYBERSECURITY LIABILITY INSURANCE</u>: Cybersecurity, or Cyber and Privacy, coverage on an occurrence basis with limits of liability not less than \$2,000,000 per occurrence and aggregate. Coverage shall include: (a) Regulatory Fines and (b) Privacy Liability.
- F. <u>CANCELLATION & NONRENEWAL NOTIFICATIONS</u>: UnityPoint shall provide the City with no less than ten (10) days notification of cancellation or nonrenewal of General Liability Insurance and Professional Liability Insurance policies required above. *Email notifications shall be sent to: jmnasby@dmgov.org*
- G. <u>WAIVER OF SUBROGATION:</u> To the fullest extent permitted by law, UnityPoint hereby releases the CITY from and against any and all liability or responsibility to UnityPoint or anyone claiming through or under UnityPoint by way of subrogation or otherwise, for any loss without regard to the fault of the CITY or the type of loss involved including loss due to occupational injury. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of this Agreement. UnityPoint's policies of insurance shall contain either a policy provision or endorsement affirming the above stated release in favor of the CITY, including its elected and appointed officials, agents, employees and volunteers, and others working on its behalf.
- H. <u>PROOF OF INSURANCE</u>: UnityPoint shall provide the following proof of insurance to the CITY:
 - Certificates of Insurance evidencing all insurance coverage as required in paragraphs A through F above utilizing the latest version of the ACORD form. The Certificate(s) of Insurance shall specify the Title of the Agreement under "Description of Operations/Locations/Vehicle/Special Items" and indicate Waiver of Subrogation by marking the corresponding boxes on COI and/or including a statement of compliance under Description of Operations. Certificates of Insurance shall be emailed to: jmnasby@dmgov.org
- I. <u>AGENTS AND SUBCONTRACTORS</u>: UnityPoint shall require all its agents and subcontractors who perform work and/or services on behalf of UnityPoint to purchase and maintain the types of insurance customary for the services being provided.

3. INDEMNIFICATION REQUIREMENTS

For other than professional services rendered, to the fullest extent permitted by law, UnityPoint agrees to defend, pay on behalf of, indemnify, and hold harmless the CITY against any and all claims, demands, suits, damages or losses, together with any and all outlay and expense connected therewith including, but not limited to, attorneys' fees and court costs that may be asserted or claimed against, recovered from or suffered by the CITY by reason of any injury or loss including, but not limited to, personal injury, bodily injury including death, property damage including loss of use thereof, and economic damages that arise out of or are in any way connected or associated with UnityPoint's work or services under this Agreement, including that of its officers, agents, employees, subcontractors and others under the control of UnityPoint.

For professional services rendered, to the fullest extent permitted by law, UnityPoint agrees to pay on behalf of, indemnify, and hold harmless the CITY against any and all claims, demands, suits, damages or losses, together with any and all outlay and expense connected therewith including, but not limited to, attorneys' fees and court costs and economic damages that may be recovered from or suffered by the CITY that arise out of any negligent act, error or omission of UnityPoint, including that of its officers, agents, employees, subcontractors and others under the control of UnityPoint.

UnityPoint's obligation to indemnify the CITY contained in this Agreement is not limited by the amount or type of damages, compensation or benefits payable under any workers' compensation acts, disability benefit acts, or other employee benefits acts.

The CITY shall not be liable or in any way responsible for any injury, damage, liability, claim, loss or expense incurred by UnityPoint arising out of or in any way connected or associated with UnityPoint's work or services under this Agreement, including that of its officers, agents, employees, subcontractors and others under control of UnityPoint, except to the extent caused by or resulting from the negligent act or omission of the CITY.

UnityPoint expressly assumes responsibility for any and all damage caused to CITY property arising out of or in any way connected or associated with UnityPoint's work or services under this Agreement, including that of its officers, agents, employees, subcontractors and others under the control of UnityPoint.

UnityPoint shall ensure that its activities on CITY property will be performed and supervised by adequately trained and qualified personnel and UnityPoint will observe all applicable safety rules.