

**FISCAL YEAR 2013 AMENDMENT TO THE  
AMENDED AND RESTATED OPERATING AGREEMENT**

Between

**CITY AND COUNTY OF DENVER,**  
a municipal corporation and home rule city of the State of Colorado

and

**DENVER HEALTH AND HOSPITAL AUTHORITY,**  
a body corporate and political subdivision of the State of Colorado

**FISCAL YEAR 2013 AMENDMENT TO THE  
AMENDED AND RESTATED OPERATING AGREEMENT**

**THIS FISCAL YEAR 2013 AMENDMENT TO THE AMENDED AND RESTATED OPERATING AGREEMENT** is made between the City and County of Denver, a municipal corporation and home rule city organized and existing under the constitution and the laws of the State of Colorado (the “City”), and the Denver Health and Hospital Authority, a body corporate and political subdivision of the State of Colorado (the “Authority”).

**RECITALS**

**WHEREAS**, the parties entered into an Operating Agreement (the “Original Operating Agreement”), and an Amendatory Operating Agreement, both of which are dated as of January 1, 1997, a Second Amendment to the Operating Agreement dated November 10, 1997, a Third Amendment to Operating Agreement dated January 20, 1998, a Fourth Amendment to the Operating Agreement dated February 9, 1998, and a Fifth Amendment to the Operating Agreement dated May 28, 1998, which Agreements are on file with the Clerk of the City.

**WHEREAS**, the parties also entered into an Agreement dated December 31, 1996 stating the terms under which the Authority would provide acute and chronic inmate patient care onsite at the Denver County Jail and the Pre-Arrestment Detention Facility and would provide forensic medicine services, which agreement is on file with the City Clerk, and which the Third Amendment to Operating Agreement incorporated into the Operating Agreement; and

**WHEREAS**, these agreements were all incorporated into the Amended and Restated Operating Agreement dated December 1, 1998 which Agreement is on file with the Clerk of the City which was amended by the Fiscal Year 2000 Amendments to the Amended and Restated Operating Agreement dated December 20, 1999; by the Fiscal Year 2000 Second Amendment to the Amended and Restated Operating Agreement dated August 21, 2000; Fiscal Year 2001 Amendment to the Amended and Restated Operating Agreement dated February 8, 2001; Fiscal Year 2002 Amendment to the Amended and Restated Operating Agreement dated December 17, 2001 and Fiscal Year 2003 Amendment to the Amended and Restated Operating Agreement dated December 31, 2002; Fiscal Year 2004 Amendment to the Amended and Restated Operating Agreement dated January 7, 2004; Fiscal Year 2005 Amendment to the Amended and

Restated Operating Agreement dated December 14, 2004; Fiscal Year 2006 Amendment to the Amended and Restated Operating Agreement dated December 9, 2005; Fiscal Year 2007 Amendment to the Amended and Restated Operating Agreement dated December 19, 2006; Fiscal Year 2008 Amendment to the Amended and Restated Operating Agreement dated December 4, 2007; Fiscal Year 2009 Amendment to the Amended and Restated Operating Agreement dated December 23, 2008; First Amendment to Fiscal Year 2009 Amendment to the Amended and Restated Operating Agreement dated June 23, 2009; Fiscal Year 2010 Amendment to the Amended and Restated Operating Agreement dated December 29, 2009, FY 2011 Amendment to the Amended and Restated Operating Agreement dated November 2, 2010, and FY 2012 Amendment to the Amended and Restated Operating Agreement dated December 6, 2011;

**WHEREAS**, the parties contemplated amending the Operating Agreement annually to reflect new funding levels and other necessary adjustments by amending the appendices to the Operating Agreement and the parties now wish to so amend the Amended and Restated Operating Agreement for fiscal year 2013;

**NOW, THEREFORE**, the parties agree as follows:

1. The Amended and Restated Operating Agreement, is amended by replacing the appendices with the revised appendices, which are attached to and incorporated in this Fiscal Year 2013 Amendment to the Amended and Restated Operating Agreement.
2. This Agreement shall not take effect until its final approval by City Council, and until properly and fully executed by all appropriate City officials, including the Mayor, the Clerk and Recorder, the Manager of Finance, and the Auditor.
3. As amended by this Fiscal Year 2013 Amendment to the Amended and Restated Operating Agreement, the Amended and Restated Operating Agreement is hereby ratified and reaffirmed in all particulars.

**IN WITNESS WHEREOF**, the parties have executed this Fiscal Year 2013 Amendment to the Amended and Restated Operating Agreement.

Contract Control No. CE60436(22)

**Contract Control Number:**

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

**CITY AND COUNTY OF DENVER**

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_



Contract Control Number: ENVHL-CE60436-23

Contractor Name: DENVER HEALTH AND HOSPITAL AUTHORITY

By: Arthur A. Gonzalez

Name: Arthur A. Gonzalez, D.S.P.H., FACHE  
(please print)

Title: Chief Executive Officer  
(please print)

ATTEST: [if required]

By: Scott A. Hoye

Name: Scott A. Hoye  
(please print)

Title: Interim General Counsel  
(please print)



DENVER  
HEALTH  
& HOSPITAL  
AUTHORITY



## APPENDIX A

### A-1 Patient Care Services

#### 1.1 Agreement to Provide Patient Care Services; Scope of Patient Care Services

a. The Authority will provide the Core Services, except the Denver Health Medical Plan, as defined in the Operating Agreement (the "Patient Care Services") to the populations, defined in the State Medical Assistance Program, the Neighborhood Health Program and the programs administered through the Mayor of the City's Office of HIV Resources, for which DHH is responsible prior to the Transfer Date (the "Population").

b. The scope of Patient Care Services to be provided by the Authority does not include any patient care services performed by any other provider, whether or not performed at the request of the Authority. The Authority will continue to refer the Population to other service providers, as appropriate for patient care services not provided by the Authority, but the Authority is under no obligation to assume payment for these patient care services. The City also shall have no obligation to pay for such patient care services.

c. In addition, in negotiating provider contracts for services for patients with funds to pay for services, or who are insured by third-party payors, the Authority will use its best efforts to have the Population covered for the applicable Patient Care Service.

1.2 Payment Mechanism. Subject to 1.2(e) below, the City will purchase from the Authority the Patient Care Services provided to the Population (including fees for physician services), in an amount to be purchased in accordance with the following formula:

a. The Authority shall prepare an invoice or statement to be delivered to the City containing the following information or calculations:

(i) the fee schedule of the Authority for the general patient population, the list of gross charges to the Population for Patient Care Services on a patient-by-patient basis, showing charges by diagnosis for each patient;

(ii) the gross charges shall be adjusted downward for patient pay collections and third party payments for payment based on the respective fee schedule for each of the programs described in the definition of Population;

(iii) the gross charges will then be further adjusted downward to Cost using the Medicare cost to charge ratio, or if this ratio ceases to be in effect or is substantially and materially modified, another similar methodology as agreed upon by the parties;

(iv) the charges will then be further adjusted downward by deducting Medicaid disproportionate share payments, the applicable portion of the Neighborhood Health Program

payments and payments received from any successor reimbursement program to any of such programs that are designed to reimburse the Authority for Patient Care Services to the Population; and

(v) the amount resulting from the adjustments made pursuant to 1.2(i) through (iv) above shall be further reduced by an amount equal to \$3 million per year, under the terms and conditions more fully described in Section 1.4 of this Appendix so long as it is required pursuant to Section 1.4.

(vi) The dollar amount resulting from the calculations pursuant to this Section 1.2(a) shall be further reduced by a separate discount applicable for each Fiscal Year to be mutually agreed upon by the City and the Authority. The amount of the discount will be negotiated in good faith between the City and the Authority for each Fiscal Year based on (a) the financial condition of the Authority; (b) the financial condition of the City; (c) the other sources of revenue available to the Authority; (d) the statements set forth in the Recitals of this Operating Agreement; (e) the sufficiency, adequacy and fairness of the payments by the City to the Authority for Patient Care Services to the Population; (f) other revenue-generating services provided by the Authority to or on behalf of the City; (g) the prior Fiscal Year's discount; and (h) any known reductions in payments from third party payors to the Authority. The City and the Authority acknowledge and agree that an important source of revenue to enable the Authority to fulfill its obligations under this Agreement will be the revenue-generating services provided to the City by the Authority pursuant to the Operating Agreement.

b. The Authority and the City will agree upon the discount to apply for any given Fiscal Year in accordance with the City's budget calendar. The discount shall be based on the factors listed in Section 1.2(a)(vi) above. In the event that the City and the Authority fail to agree upon a discount percentage pursuant to this Section 1.2(b) for any given Fiscal Year, the discount then in effect shall continue until the Authority and the City agree upon a new discount.

c. Notwithstanding the foregoing, at the time that the City and the Authority agree upon the discount percentage pursuant to Section 1.2(b) above, the City and the Authority shall also agree on a total annual maximum amount that the City shall be obligated to pay the Authority for that Fiscal Year for Patient Care Services to the Population. In the event that the amount calculated according to the formula described above exceeds the annual maximum payment, the City's payment obligation shall be limited to the annual maximum payment.

d. The invoice or statement described in Section 1.2(a) shall be delivered to the City on the tenth business day of each month to which the payment is applicable in each Fiscal Year; however, notwithstanding the foregoing, with respect to the Fiscal Year beginning January 1, 1997, the Authority shall deliver the first invoice for the entire first quarter of such Fiscal Year within [ten (10) business days] of the end of such quarter and thereafter shall deliver monthly invoices. Payment will be made for each invoice by the City to the Authority within ten (10) days of the submission of the invoice. The parties agree that any adjustment and reconciliations that may be necessary with respect to the invoices for any Fiscal Year shall be mutually agreed upon, based on the Authority's

annual audit and shall take place in the first quarter of the following Fiscal Year.

e. The City's obligation to make payments pursuant to the terms of this Agreement shall be contingent upon such funds being appropriated and paid into the City Treasury and encumbered for the purposes of this Agreement on an annual basis by the City.

f. The City and the Authority agree that the discount percentage described in Section (b) above for Fiscal Year 2013 is projected to be 74.93% and the annual maximum payment will be \$27,977,300. The calculation is shown on page A-1-8 of this Appendix.

1.3 Limitation of Services. Under the unusual and extraordinary circumstances described below, the Authority may limit (i) the amount of Patient Care Services it provides to the Population and/or (ii) the Population to which it provides such services. The Authority may limit such Patient Care Services only under the following circumstances: (i) reduction in one or more sources of revenue from third-party payors to the Authority (including by way of illustration and not by way of limitation, Medicare payments, Medicaid payments, or grants) has been announced by applicable officials; or (ii) the occurrence of any other event beyond the reasonable control of the Authority, that, in each case, either (a) has resulted in a substantial operating loss for the Authority or (b) the Board reasonably expects will result in a substantial operating loss for the Authority.

a. The Board agrees to limit the reduction in Patient Care Services to the minimum amount necessary to maintain financial stability for the Authority and to maintain the quality of services provided by the Authority. The Board also shall consider the following factors before implementing a reduction in Patient Care Services:

- (i) the Mission of the Authority;
- (ii) the importance of providing quality Patient Care Services; and
- (iii) the Population and the scope of Patient Care Services to be provided to the Population.

b. Should the Authority decide to materially change the level of services or programs including closing a neighborhood family health center, it will notify the Mayor and the Manager at least thirty (30) days in advance of the changes.

1.4 In-Kind Contributions.

a. Pursuant to the Transfer Agreement, the City has transferred the Real Property (as defined in the Transfer Agreement) to the Authority in order to assist the Authority in carrying out its Mission (the "City In-Kind Contribution"). The City and the Authority agree that the approximate value of the City In-Kind Contribution is equal to the Asset Value and such value shall be deemed to remain constant during the term of the Operating Agreement for the purpose of this Appendix. In view of the City In-Kind Contribution, the Authority has agreed to provide Patient Care Services to



the Population that is unreimbursed by the City in an amount at least equal to the City In-Kind Contribution (the "Authority In-Kind Contribution"). The Authority's obligation to provide the Authority In-Kind Contribution to the City shall initially equal the amount of the City-In-Kind Contribution, but such obligation shall be reduced annually by an amount equal to the sum of (a) the amount set forth in Section 1.2(a)(v) above and (b) the amount derived as a result of the calculations set forth in Section 1.2(a)(i) through (iv), less the payments actually received by the Authority from the City in that Fiscal Year. The parties agree that all necessary adjustments and reconciliations relative to the Authority In-Kind Contribution for any Fiscal Year that may be necessary shall be mutually agreed upon, be based on the Authority's annual audit and shall take place only in the first quarter of the following Fiscal Year.

b. At such time as the cumulative value of the Authority's In-Kind Contribution provided to the City pursuant to this Section 1.4 during the term of the Operating Agreement above exceeds the City's In-Kind Contribution, the amount in Section 1.2(a)(v) above shall no longer be a component of the calculation set forth in Section 1.2; provided, however, that such amount shall be a component of the calculation for a minimum of seven (7) years, notwithstanding the fact that the Authority may have fully satisfied the requirements set forth in the first paragraph of this Section 1.4 prior to that time.

c. The Authority's agreement to provide the Authority's In-Kind Contribution is intended to recognize the value of the City's In-Kind Contribution in enabling the Authority to carry out its Mission, but is not intended to reduce the actual cash payment for Patient Care Services to the Population to be made by the City to the Authority pursuant to this Appendix or generate a cash payment from the Authority to the City. The obligation of the Authority to provide the Authority's In-Kind Contribution under this Section 1.4 shall not constitute a debt or indebtedness of the Authority or a charge against its general credit. Should the Authority fail to comply with this Section 1.4, the City shall have no right to enforce the Authority's obligation under this Section by any action or proceeding whether at law or in equity.

#### 1.5 Performance Criteria

a. The Authority shall submit an annual report to the City which includes the data indicated below in the Performance Criteria tables in 1.5g and h for the year just ended, as well as the two previous fiscal years, by May 1 following the reporting year.

b. The criteria will focus on data collected and reported out of the Denver Health system.

c. The criteria will focus on appropriate access and outcome of services provided.

d. Several quality assurance reports are done to meet external payment or funding standards. The findings and assessment of quality assurance programs will be provided annually as well as the status of any recommended improvements.

e. Except when otherwise noted, all criteria are based on active medically indigent patients in the Denver Health system, which is defined as a patient seen in a primary care clinic at least once in the past eighteen months.

f. As changes in circumstances occur, such as changes in demographics and population, the Denver Health Authority will change performance criteria to the City as agreed upon by the City.

g. Performance Criteria- Clinical (I-W numbering follows the Authority's Annual Report)

Number	Contract Criterion	GOAL
1.5I	<b>Childhood Immunization Rate</b>	90% of the active user population 24-35 months of age will have childhood immunization compliance maintained.
1.5J	<b>Percent Women Entering Prenatal Care:</b>	
	1 <sup>st</sup> Trimester	70% of women will begin prenatal care within the 1 <sup>st</sup> Trimester
	2 <sup>nd</sup> Trimester	20% of women will begin prenatal care within the 2 <sup>nd</sup> Trimester
	3 <sup>rd</sup> Trimester	10% of women will begin prenatal care within the 3 <sup>rd</sup> Trimester
1.5L	<b>Patient Satisfaction</b>	
	Community Health Service	A new survey tool that measures outpatient experience will be implemented by July 2012 and the goal is an overall patient satisfaction rate of 80% or above.
	Denver Health Medical Center	An overall patient satisfaction rate of 80% or above.
1.5M	<b>Mammogram Screening</b>	65% of active users over age 50 years.
1.5N	<b>Pap Smear</b>	80% of women 21-64 years of age must obtain a pap smear at least once in three years.
1.5O	<b>Wellness checkups for adolescents</b>	60% of adolescents, ages 13-17, will have a preventive services visit with appropriate screening in the once every 12 months.
1.5P	<b>Diabetes Monitoring</b>	A "Diabetic patient" for the diabetes measures is defined as a patient who has had at least 2 visits to a primary care clinic in the last year and at least one diagnosis code for diabetes in the last 18 months.
	Kidney Function (Monitoring Nephropathy)	75% of Diabetic patients will have appropriate monitoring of kidney function.
	Foot Lesions	70% of Diabetic patients will have their feet checked for foot lesions during exam.
	Eye Exams	60% of Diabetic patients will be referred for a retinal eye exam.
	Diabetes- per cent of diabetics with HBA1c < 9	70% of Diabetic patients will have an HBA1c < 9
	LDL C Controlled (LDL-C<100 mg/dL)	45% of Diabetic patients will have an LDL-C<100 mg/dL)
1.5Q	<b>Hypertension Control</b>	70% of patients identified with hypertension will have their blood pressure under control as defined by current standards.
1.5R	<b>Smoking screening Tobacco Use Status: Advise or Refer</b>	Maintain smoking assessment, advice and refer for 85% of adults.
1.5S	<b>Seniors, Flu Vaccinations</b>	60% of seniors, 65 years or older who are active patients receiving care will receive flu vaccinations.

1.5T	<b>Survival with Trauma</b>	Survival rate for blunt and penetrating trauma will be maintained within 5% of 2009 experience:
	Blunt	Survival rate for blunt trauma will be maintained within 5% of 2009 experience, which is 96.3%.
	Penetrating	Survival rate for penetrating trauma will be maintained within 5% of 2009 experience which is 86.8%.
	<b>CMS Core Measures</b>	
1.5U	<u>Surgical Care</u>	100% of surgical patients will receive antibiotics within 1 hour before surgery.
	<u>Congestive Heart Failure</u>	100% of patient with congestive heart failure will have an ACE-inhibitor prescribed at discharge for systolic dysfunction.
	<u>Acute Myocardial Infarction</u>	100% of patients with an acute myocardial infarction will have aspirin prescribed at discharge.

h. Performance Criteria-Ambulatory Encounters (1.5 numbering follows the Authority's Annual Report)

Number	Contract	2008	2009	2010	Recommendations
1.5G	Denver Health Medical Choice Average Monthly Enrollment				
1.5G	Inpatient Admissions				
1.5G	Inpatient Days				
1.5G	Emergency Room Encounters				
	Urgent Care Visits				New measure
	ER Cost/Visit				New measure
	Top 25 DRGs for MI population				New measure
	NICU days				New measure
	CT Scans				New measure
	MRIs				New measure
	Outpatient Surgeries				New measure
	Ambulatory Care Encounters				
	Ambulatory Care Center				
	Webb Center for Primary Care				
	Gipson Eastside Family Health Center				
	Sandos Westside Family Health Center				
	Lowry Family Health Center				
	Montbello Health Center				
	Park Hill Family Health Center				
	La Casa/Quigg Newton Family Health Center				
	Westwood Family Health Center				
	Other				Includes all Dental clinics, School-based Health centers, Family Crisis Center, and Women's Mobile Clinic, and prior to 2008, the Denver Health Medical Plan Clinic.
	OP Pharmacy Cost/per patient				New measure
	OP Behavioral Health Visits				New measure
	<b>TOTAL AMBULATORY ENCOUNTERS</b>				

i. Denver Health Medical Center's mortality rates for diagnoses reported yearly by the Colorado Hospital Association will not be significantly higher than expected mortality rates.

j. Denver Health will maintain appropriate accreditation for the major national accrediting organizations as a measure of quality care.

k. Denver Health will maintain national Residency Review Committee accreditation for its training programs.

l. Denver Health will include in the May 1 annual report, a schedule of the number of patients treated during the reporting year by county, gender and ethnicity. Denver Health will develop a report of the same data by census tract or zip code for Denver users. A separate report will be prepared detailing the same information for the homeless.

Denver Health and Hospital Authority  
City Payment for Patient Care Services

	2009 Actual	2010 Actual	2011 Actual	2012 Formula	2013 Formula
CICP Charges	303,925,098	331,902,104	357,755,877	386,376,347	417,286,455
DFAP Charges	41,519,243	42,358,881	41,465,353	42,709,314	43,990,593
<i>Total Gross Charges to Patients in the "Population"</i>	\$ 345,444,341	\$ 374,260,985	\$ 399,221,230	\$ 429,085,661	\$ 461,277,048
<i>Patient Pay Collections &amp; Third Party Payments</i>	(28,145,606)	(27,603,220)	(27,346,505)	29,177,825	31,366,839
Subtotal	\$ 317,298,735	\$ 346,657,765	\$ 371,874,725	\$ 458,263,486	\$ 492,643,887
Cost to Charge Ratio	45.03%	45.34%	46.13%	46.13%	46.13%
Total Cost related to Patients in the "Population"	\$ 142,879,620	\$ 157,174,631	\$ 171,545,811	\$ 211,396,946	\$ 227,256,625
Calculation of Reimbursement for Services:					
<i>Medicaid Disproportionate Share/State Provider Fee</i>	(74,933,512)	(68,179,816)	(56,082,984)	(63,984,237)	(67,693,000)
<i>Federal Award for CHS</i>	(4,785,087)	(4,785,087)	(4,785,087)	(4,785,087)	(4,785,087)
<i>Tobacco Tax Primary Care Indigent Funding</i>	(4,658,498)	(3,765,444)	(2,818,610)	-	-
<i>Healthcare Services Fund Funding</i>	-	(5,410,046)	(2,351,000)	(4,718,760)	(5,682,624)
<i>Senate Bill 97</i>	(496,944)	-	-	-	-
<i>Senate Bill 44</i>	(2,700,000)	-	-	-	-
Subtotal	55,305,579	75,034,238	105,508,130	137,908,862	149,095,914
Discount for Services	(27,328,279)	(47,056,938)	(77,530,830)	(109,931,562)	(121,118,614)
Total Amount Due for Services to the "Population"	27,977,300	27,977,300	27,977,300	27,977,300	27,977,300
Percent Discount	49.41%	62.71%	73.48%	79.71%	81.24%

## A-2 Emergency Medical Services

### 1.1 Agreement to Provide Emergency Medical Services: Scope of Emergency Medical Services

a. The Authority will provide Emergency Medical Services which include a pre-hospital system for responding to 911 originating calls in the City and County of Denver, Emergency Medical Services based at Denver Health Medical Center, training and medical oversight of the EMT-B responders in the Fire Department, the exclusive personnel to train the EMT-B responders in the Fire Department at locations to be identified and mutually agreed upon by the Authority and the Fire Department, and various miscellaneous emergency services for the City and County of Denver such as City events where onsite emergency medical services are necessary or appropriate, including special events at City facilities and events connected with visits of dignitaries, heads of state and like personages. The Authority will also process all calls for emergency medical services coming into the 911 Communications Center via the Authority's emergency and non-emergency lines, assign EMS calls to an ambulance and all other activities related to the dispatching of ambulances, and provide medical direction and manage Continuing Education and Quality Improvement activities for EMS call processing.

i. The Authority's Medical Director will be a board certified Emergency Medical Physician who also serves as the Medical Director for the EMS System. The Medical Director will be responsible for implementation, application, and approval of all Medical Priority Dispatch System (hereafter MPDS) protocols and oversight of Quality Improvement.

ii. The Authority will ensure that the following committees meet periodically and will be composed of both Denver 911 and Authority employees:

- a. Medical Quality Improvement Unit;
- b. Medical Dispatch Review Committee; and,
- c. Medical Dispatch Steering Committee.

iii. The Authority will be responsible for case evaluation of 3% of all EMD calls (approximately 55,000 calls in 2009) handled by Denver 911. The Authority will utilize AQUA to report on the call-processing standards referenced above.

b. Medical direction and QA/QI activities will require 10% of the Medical Director's time and 20% of one Communications Lieutenant FTE.

c. The scope of services to be provided by the Authority includes services provided to citizens of the City and County of Denver, other persons in need of emergency medical services, and services to City agencies for special events.

d. Additional provisions relating to Denver 911- EMS are contained in Appendix C.XII.

1.2 Payment Mechanism. Subject to Section 1.2(h) below, and the provisions specific to

DIA noted below, the City will purchase from the Authority the Emergency Medical Services described in 1.1(a) and 1.1. (b), in an amount to be purchased in accordance with the following formula:

a. Payment for dispatchers, paramedics, and the hospital emergency department for services provided to the Populations as defined in this agreement will be made through the payment for Patient Services formula set forth in Appendix A-1, Section 1.2 of this agreement.

b. Payment for City events where onsite Emergency Medical Services are necessary or appropriate, as outlined in 1.1(a) of this Appendix, will be made to the Authority by the City based on a negotiated rate which will be based on the Authority's actual cost.

c. Payment for training and medical oversight including quality assurance provided to the EMT-B responders in the Fire Department will be made based on the actual cost.

d. Payment for 10 percent of a board certified Emergency Medicine Physician plus benefits and payment for 20 percent of one Communications Lieutenant plus benefits based on actual cost, estimated to cost \$40,400 in total, payable quarterly.

e. The Authority and the City will agree upon the estimated City payment for any given Fiscal Year in accordance with the City's budget calendar for that Fiscal Year.

f. For special event coverage, the Authority shall prepare an invoice or statement to be delivered to the City on the tenth business day of the month following the month for which invoicing is being made, for each month in the Fiscal Year. Payments will be made for each invoice by the City to the Authority pursuant to the City's prompt payment ordinance D.R.M.C. 20-107 through 20-115.

g. For the Fire Department EMT-B responder training program, the dollar amount resulting from the estimate made pursuant to this section 1.2(c) shall be paid, in quarterly installments, to the Authority at the start of the first business day of the months of January, April, July, and October of the Fiscal Year for which the payment is being made.

(i) A reconciliation for the first six months will be performed by the Authority no later than August 31 of each Fiscal Year for which the payment is being made, to determine if the amount estimated in the prior year results in a shortfall or overage. In the event that additional funding is needed, a supplemental appropriation will be requested in order to provide additional funding, subject to Section 1.2(h) below.

(ii) A reconciliation will be performed by the Authority no later than May 1 of the year following the Fiscal Year for which payment is being made, to determine any remaining shortfall or overage. Any shortfall in funding will, subject to Section 1.2(h), be reimbursed by the City. Any overage will be returned to the City unless the City approves, in writing, the Authority retaining all or part of the overage for other services to the City.

h. The City and the Authority agree the estimated payment described in 1.2(c) above for Fiscal Year 2013 shall be \$486,100 for training services, personnel and supplies provided to the Fire Department EMT-B responders, payable quarterly, and \$27,500 for recruit training, payable at a rate of \$264.50 per student for EMT certification services. The total estimated payment for Fiscal Year 2013 shall be \$513,600. The calculation is shown on page A-2-9 of this Appendix.

i. The City's obligation to make payments pursuant to the terms of this Agreement shall be contingent upon such funds being appropriated and paid into the City Treasury and encumbered for the purposes of this Agreement on an annual basis by the City.

1.3 Specific Time Frame for Performance. Services provided by the Authority's Emergency Medical Services are a core service as defined in the Operating Agreement. Performance time frames will be the City's fiscal year.

1.4 Performance Criteria

a. The Utilization/Hour rate will be at or below 0.5 transports/hour (systemwide).

b. The City and the Authority agree that changes in the performance criteria for this Appendix are needed. Denver's Emergency Medical Services (EMS) system will strive to meet the Denver Equivalent of NFPA standards as described in 2004 NFPA 1710 and 1221. The City and the Authority recognize that the emergency medical response system is a tiered, multiple component system comprised of the City's 911 Combined Communications Center ("911 Communications Center") for call taking, dispatching and administration of the record keeping system, the Denver Fire Department for Basic Life Support (BLS) first responders, and the Authority for Advanced Life Support (ALS) paramedics and transport services. The Denver Equivalent of NFPA standards for emergency (lights and sirens) calls will consist of the Total Response Time in Table 1 and the clinical performance standards set forth in paragraphs 1.4.b.5 below. Measurement of the standard shall be as set forth below.

1. Beginning April 1, 2009, the City and the Authority agree that the official timekeeper for determining response times is the City's Director of the 911 Communications Center, specifically the computer aided dispatch (CAD) administrator. The City and the Authority agree that the City will measure response times for emergency (lights and sirens) calls in total from the time that the call is answered by Denver 911 until the first responders and the paramedics arrive at the address, respectively.

2. Each component of the emergency medical response system, including the 911 Communications Center, the Denver Fire Department, and the Authority has its own independent time requirements under the NFPA standards. Each of these three components is independently responsible for its own role in the response function. All components of the system must work as



a team to meet the Total response time goal for emergency (lights and siren) response times, listed in minutes and seconds, as set forth in Table 1:

TABLE 1

	<b>Dispatch – 95%</b> (Call Answered to Unit Assigned)	<b>Response – 90%</b> (Unit Assigned to Unit Arrived)	<b>TOTAL – 90%</b> (Call Answered to Unit Arrived)
<b>Call Answering and Processing- Denver 911</b>	<b>1:30</b>	<b>N/A</b>	
<b>BLS – Denver Fire</b>	<b>N/A</b>	<b>5:00</b>	<b>6:30</b>
<b>ALS – Denver Health</b>	<b>N/A</b>	<b>9:00</b>	<b>10:30</b>

3. Responsibility of the City 911 Communications Center:

**A. Data Analysis** – Response data are collected from the CAD system at the 911 Communications Center. Understanding that public policy decisions must be made using data that are as accurate and precise as is possible, the 911 Communications Center will analyze the stored data to provide useful EMS system performance information excluding data that has been identified in Paragraphs B and C below.

**B. Inaccurate data** – The CAD Administrator will analyze performance data to identify data that are verifiably inaccurate, identified by annotation within the system. The CAD Administrator shall exclude such data from the analysis to the extent that they interfere with representative analysis, including the following data filters.

- Eliminating all negative values
- Eliminating all zero values except for First Unit Assigned/First Unit Enroute
- Eliminating all durations in excess of 30 minutes for most data elements
- Eliminating all durations in excess of 60 minutes from answer to arrival

**C. Exclusions** – The CAD Administrator will exclude the following calls from the dataset for the purpose of analysis.

i. **Bad Address** – The call-taker receives incorrect location information from the caller. A bad address may result in the responding unit being sent to an incorrect location, delaying response to the correct location.

ii. **Priority Change** – Information changed during the response, resulting in an up- or downgrade of the response mode. Mixing non-emergency and emergency

travel into a response time is unrepresentative of the response time.

iii. Out of Jurisdiction -- Calls requesting emergency assistance to a location outside of the City and County of Denver. At DIA this may also include calls outside of the defined response area for paramedics assigned to DIA.

iv. Duplicate Calls – It is not uncommon to receive and document several calls for the same incident in the CAD system. These accessory incidents are an indicator of dispatch activity, but not overall system volume or activity and artificially increase the number of incidents managed in the system.

v. Test Calls – Some calls are entered into the system purely for personnel or system testing and training.

vi. Weather – Dangerous weather conditions are beyond the control of the responding agencies. Weather exemptions are based upon a collaborative decision by the Denver Fire Department and Authority Paramedic Division command personnel that the weather conditions pose hazards during responses, necessitating high levels of caution and slow speed. The durations of these weather emergencies are tracked and response times during those periods are exempted from response time calculations in the interest of response personnel and public safety.

vii. Additional Exclusions for DIA

a. Restricted access to areas within DIA's jurisdiction that cannot be easily accessed in a timely manner or to which the paramedic does not have authorized access without escort.

b. Limited visibility operations, as defined by DIA.

c. Paramedic responses to medically diverted or scheduled flights on which there is a medical emergency. Response time for such calls will be maintained but will be reported separately in the monthly report under excluded calls as required to be reported in Paragraph 7 below.

d. When paramedic responses are added as an additional service being requested, the time clock shall start when the paramedic is requested and not the time the event started.

4. **Clinical Performance Criteria.** Since the Authority provides the medical direction for the entire emergency medical response system, each of the components of Denver's Emergency Medical Services system shall submit all clinical performance reports to the Authority's Paramedic Division Medical Director as requested, as part of the system's medical quality assurance.

5. **Authority's Clinical Criteria.** The following clinical performance measures for each call will be reported by the Authority in its quarterly performance report:

- A. The administration of aspirin to STEMI (cardiac alert) patients, unless contraindicated or a recent previous aspirin ingestion is documented.
- B. Elapsed time from when paramedics arrive at the scene until Emergency Department arrival of the transporting unit for STEMI (cardiac alert) patients, with direct transport to an identified interventional (PCI) facility.
- C. Transport ambulance scene time for trauma patient emergency transports.
- D. Transport of emergency trauma patients to a designated trauma center.
- E. Out-of-hospital cardiac arrest survival rate reported under the Utstein Criteria definition.

6. The Authority shall be responsible for meeting its time and clinical performance criteria. The Authority can meet its response time performance criteria either by meeting the 9 minute ALS Response time of 90% from unit assigned to unit arrived or by meeting the 10 minute 30 second Total Response time from Call answered to Unit Arrived.

7. **Reporting** – Performance reports will be submitted monthly to the Monitoring Group by the 911 CAD Administrator and the Authority, not later than fifteen (15) days after the end of the month. The Monitoring Group will be comprised of City (Mayor's Office, Department of Safety and Auditor), City Council members, and Denver Health representatives. Reports will contain the following information:

A. **Compliance** – The percentage of responses with response times less than or equal to the time criteria identified above for each category and service level; i.e. how many times out of 100 was the time criteria met.

B. **Time Performance** – Using the same data set as for compliance, the time (in minutes and seconds) at which 90% of responses fall at or below; e.g. 90% compliance for total response time was achieved at 11:00.

C. **Exclusions**- The count of excluded calls, by type, will be reported by month in each report.

8. **Remedies**

The parties recognize that the tiered emergency response system does not currently meet the Denver Equivalent of the NFPA standard. The parties have implemented improvements to the system that have improved and will continue to improve overall response time. The parties have set a goal of November 30, 2009 to meet the Denver Equivalent of the NFPA standard, which they did not meet. As a consequence, each component of the system (Communications Center, Fire Department and Denver Health) shall submit a monthly report to the Monitoring Group that sets forth their progress toward the goal, impediments to meeting the goal (if any), a plan for achieving the goal, and expected time frames for meeting the goal. In addition, each component of the system will meet quarterly with the Monitoring Group to report on their progress toward meeting the Denver Equivalent of the NFPA standard.

2.1 Agreement to Provide Emergency Medical Services at Denver International Airport (DIA); Scope of Emergency Medical Services.

a. The Authority will provide emergency medical services at Denver International Airport, including services provided to citizens of the City and County of Denver, travelers at Denver International Airport, employees of Denver International Airport, and other persons in need of emergency medical services. These services shall include 24 hour/seven days per week on-site paramedic services, and at least one ambulance is dedicated to DIA 20 hours per day.

b. The Deputy Manager of Aviation for Operations will be DIA's point of contact for any communications related to the Authority.

c. The Authority's performance in providing emergency medical services at DIA will be measured as set forth in paragraph 1.4 above.

d. **DIA Reporting** – Since the NFPA standards apply to arrival of ALS care, and since ALS paramedics are on-site twenty-four hours a day, DIA performance will be reported by DIA to the Monitoring Group separately from system-wide reporting. DIA will report the same information reported for the rest of the EMS system. This information will be reported by DIA to the 911 Communications Center via the CAD to CAD link effective November 2009.

e. DIA will collect and report to the Director of the 911 Communications Center the time of each incoming emergency response call. DIA shall be responsible for ensuring that the CAD measurement begins as soon as the emergency call is received.

2.2. Payment Mechanism for Services at DIA.

a. For each Fiscal Year, the Authority will submit to the Department of Aviation a full budget, to include both capital and operating expenses, for providing the services at DIA described in

this Appendix. Such request must include all support, supplies, and materials necessary for such services. The Authority will submit its budget request to Aviation's Deputy Manager for Operations for any given Fiscal Year in accordance with the City's budget calendar for that Fiscal Year. Aviation will review the Authority's submission, and the parties will negotiate a final budget, which will be placed in this Agreement.

b. The Authority shall invoice the Department of Aviation for the Authority's expenses for providing the services described in this Appendix in accordance with the budget approved by the Manager. The invoice should be delivered to Aviation's point of contact on the tenth business day of the month following the month for which invoicing is being made, for each month in the Fiscal Year. Payments will be made for each invoice by the City to the Authority pursuant to the City's prompt payment ordinance D.R.M.C. §§ 20-107 through 20-115.

c. The City and the Authority agree that the payment for the emergency medical services at Denver International Airport, as described above, for Fiscal Year 2013 will be based on actual costs incurred by the Authority, and the estimated amount is expected to be \$1,694,500. The calculation is shown on page A-2-10.

- (i) Invoices will include the actual costs of straight time, premium overtime, special overtime, training, ambulance, equipment costs, and indirect cost allocation.
- (ii) An estimate of the incremental revenue offset will be applied to each month's invoice.
- (iii) A reconciliation of the each calendar quarter period of revenue offset will be performed by the Authority and delivered to Aviation's point of contact no later than the 15<sup>th</sup> day following the calendar quarter.

d. The City's obligation to make payments pursuant to the terms of this Agreement shall be contingent upon such funds being appropriated and paid into the City Treasury and encumbered for the purposes of this Agreement on an annual basis by the City.

2.3 Specific Time Frame for Performance. Services provided by the Authority's Emergency Medical Service are a core service as defined in the Operating Agreement. Performance time frames will be the City's fiscal year.

#### 2.4 Obligations of Authority

a. The Authority will provide the City with guidelines for Paramedic dispersal and response at DIA to enable the Paramedics to deliver the Standard of Care in a safe, efficient and timely manner.

b. The Authority shall remove from the Airport work site any Authority employee, for non-discriminatory reasons, when the Manager of Aviation or Aviation's point of contact notifies the Authority in writing that such person is unacceptable to the City for any lawful reason. The City shall reasonably cooperate in any investigation or other proceedings.

c. The Authority will produce reports of activities relevant to DIA operations at the request of and to DIA's point of contact, in a timely manner, as mutually agreed by the parties.

Denver Health and Hospital Authority: Denver Fire Department Training  
 Year 2013 Budget Final

Cost Center	Personnel	Supplies & Services	Capital	TOTAL
Denver Fire Department Training	458,957	54,643	-	513,600
<b>TOTAL EMS Training</b>	<b>458,957</b>	<b>54,643</b>	<b>-</b>	<b>513,600</b>

Denver Health and Hospital Authority: DIA EMS Services  
 Year 2013 Budget Request

Cost Center	Personnel	Supplies & Services	Capital	TOTAL	REVENUE	PAYMENT
DIA EMS Services	1,606,229	230,685	-	1,836,914	142,414	1,694,500
<b>TOTAL DIA EMS Services</b>	<b>1,606,229</b>	<b>230,685</b>	<b>-</b>	<b>1,836,914</b>	<b>142,414</b>	<b>1,694,500</b>



Denver Health and Hospital Authority: Medical Direction and QA/QI for EMS Universal Call Taker  
 Year 2013 Budget Final

Cost Center	Personnel	Supplies & Services	TOTAL
Medical Direction and QA/QI for EMS Universal Call Taker	40,400	-	40,400
<b>TOTAL DIA EMS Services</b>	<b>40,400</b>	<b>-</b>	<b>40,400</b>

### A-3 Public Health Services

#### 1.1 Agreement to Provide Public Health Services: Scope of Health Services

a. The Authority will provide Public Health services related to the medical investigation of disease, medical recommendations to the City for disease control and the providing of disease control (including clinics) and the administration of vital records and the maintenance of vital statistics. This includes the following functions:

- \* Public Health
- \* Disease Control
- \* ID/AIDS Clinic
- \* Vital Records
- \* TB Clinic
- \* STD Clinic
- \* Immunization Clinic

In order to protect the public health of Denver citizens, the Department of Environmental Health will delegate to the Public Health Department of the Denver Health Authority the conduct of medical epidemiological investigations necessary to coordinate with the Department of Environmental Health in the control and prevention of potential human exposures to any epidemic of environmental, communicable, and/or chronic disease which is dangerous to the public health, including but not limited to the Colorado Board of Health's list of reportable diseases (Board of Health Reportable Diseases"), listed on their website: <http://www.cdph.state.co.us/dc/Medlist.pdf> and the following diseases and public health hazards:

- \* Rabies, bubonic plague, equine encephalitis, leptospirosis, toxocara canis, and other zoonotic diseases
- \* Hepatitis viruses A, B, C, D, E, et al.
- \* Campylobacter
- \* Giardia
- \* Salmonella
- \* Shigella
- \* Chicken pox
- \* Measles
- \* Mumps
- \* Pertussis
- \* Rubella
- \* Aseptic meningitis, meningococcal and other bacterial causes of meningitis
- \* Amebiasis
- \* Botulism
- \* Cholera
- \* Colorado tick fever
- \* Cryptosporidiosis, microsporidiosis, *et al.*

- \* E Coli 0157H7, *et al.*
- \* Enteroviruses
- \* Influenza A & B
- \* Kawasaki Disease
- \* Blood lead levels > 10 mg/dl and other heavy metal poisoning
- \* Legionnaire's disease
- \* Listeriosis
- \* Malaria, Q fever, & Rocky Mountain spotted fever
- \* Tetanus
- \* Gonorrhea
- \* Chlamydia trachomatis
- \* Syphilis
- \* Tuberculosis
- \* HIV/AIDS
- \* Occupational and residential exposures to indoor and outdoor air toxics
- \* Ionizing radiation exposures
- \* Hazardous waste exposures with health effects
- \* Drinking water contaminants
- \* Environmental tobacco smoke
- \* Poisonings
- \* West Nile Virus
- \* Severe Acute Respiratory Syndrome (SARS)

The City will retain the following functions:

- \* Animal Control
- \* Consumer Protection and Environmental Health Inspections
- \* Housing Code Enforcement
- \* Environmental Protection
- \* Child Care Licensing
- \* Health Facilities
- \* Office of Medical Examiner

The Department of Public Health of the Authority, as a result of its need to conduct such epidemiological investigations, will have the power to require access to medical and other records related to the exposure, require diagnostic testing, and issue health hold orders. The Department of Environmental Health and the Department of Public Health of the Authority will collaborate closely on these investigations. The Public Health Department of the Authority will communicate immediately to the Manager of Environmental Health any findings and medical recommendations in a timely fashion from these investigations.

b. The City and the Authority recognize that public and environmental health services should be provided in a collaborative and coordinated manner and expect the Department of

Environmental Health and the Department of Public Health to work together to serve the best interest of the residents of the City and County of Denver in an efficient and cost effective manner.

c. The scope of Public Health Services to be provided by the Authority includes services to all citizens of the City and County of Denver.

1.2 Payment Mechanism. Subject to Section 1.2(d) below, the City will purchase from the Authority the Public Health Services provided to the citizens of the City and County of Denver. Public Health grants and contracts are currently used to supplement the provision of clinical services funded by City general funds. The amount to be purchased will be in accordance with the following formula:

a. The Authority shall prepare in accordance with the City's budget calendar an expenditure and a revenue budget request for Public Health Services for the upcoming Fiscal Year.

b. The estimated amount of City payment for the next Fiscal Year will be calculated as follows:

(i) The sum of total budgeted expenditures, excluding items separately reimbursed by the City as part of support provided to the City's Department of Environmental Health shall be included in the estimate;

(ii) The total from (i) will be adjusted downward by the sum of total budgeted revenues which includes State of Colorado Per-Capita Contract.

(iii) The dollar amount resulting from the calculations pursuant to this section 1.2 (b) shall be paid, in quarterly installments, to the Authority at the start of the first business day of the months of January, April, July, and October of the Fiscal Year for which the payment is being made.

(iv) A reconciliation for the first six months will be performed by the Authority no later than August 31 of each Fiscal Year for which the payment is being made, to determine if the amount estimated in the prior year is sufficient. In the event that additional funding is needed, a Supplemental Appropriation will be requested in order to provide the additional funding.

(v) A reconciliation will be performed by the Authority no later than May 1 of the year following the Fiscal year for which payment is being made, to determine any remaining shortfall or overage. Subject to Section 1.2(d) below, any shortfall in funding will be reimbursed by the City. Any overage will be returned to the City unless the City approves, in writing, the Authority retaining all or part of the overage for other services to the City.

c. The Authority and the City will agree upon the estimated City payment for any given Fiscal Year in accordance with the City's budget calendar and the appropriation to the Authority from the City will be submitted for final approval, as part of the City's budget calendar.

d. The City's obligation to make payments pursuant to the terms of this Agreement shall be contingent upon such funds being appropriated and paid into the City Treasury and encumbered for the purposes of this Agreement on an annual basis or, as applicable, supplementally appropriated during the fiscal year, by the City.

e. The City and the Authority agree that the annual estimated payment described in Section (b) above for Fiscal Year 2013 shall be \$2,259,300 . The calculation is shown on page A-3-7 of this Appendix.

f. The City and the Authority recognize a need to improve the information technology infrastructure of the Authority's Public Health Department and to improve the level of information sharing and exchange to support the public health mission of both parties. The parties intend to cooperate to gather, assess and disseminate, as appropriate, public health information relevant to Denver's residents. To enable the parties to undertake these efforts, the City has agreed that, in addition to the estimated payment in paragraph 1.2.e. and subject to available funding, it will support certain information technology infrastructure costs to standardize data exchange methodologies, security policies, and data normalization strategies.

1.3 Specific Time Frame for Performance. Public Health Services are a core service as defined in the Operating Agreement. Performance time frames will be the City's fiscal year.

1.4 Performance Criteria

a. Monitor, investigate, and submit quarterly reports of the number of cases of all Colorado Board of Health reportable communicable diseases. Communicable disease and public health specialty consultation will be available 24 hours a day, 7 days per week.

b. Collaborate with Denver Environmental Health and other public health agencies in outbreak investigations of food borne/enteric illness, childcare facilities and long term care facilities.

c. Provide immunizations to City and County of Denver residents on a walk-in basis Monday through Friday and immunize children at the appropriate age in neighborhoods with low immunization rates to the extent available by funding. Provide comprehensive travel health services including immunizations.

d. Provide comprehensive HIV primary care to existing and new patients in the City.

e. Work with the Denver Office of Emergency Management and the Department of Environmental Health in developing, planning and exercising the public and environmental health support functions under the Emergency Support Function 8 and related ESFs in the City and County of Denver's Emergency Operation Plan. Contribute to the City and County of Denver Office of Emergency Management to efficiently plan and respond to events, disasters, and other public health

emergencies in Denver.

f. Provide sexually-transmitted infection diagnosis, surveillance and treatment Monday through Friday in the Sexually Transmitted Disease Clinic and outreach clinics to high risk populations in the community.

g. Ensure the timely detection, diagnosis, and treatment of patients in the City with suspected tuberculosis; identify and evaluate contacts of infectious cases; target, test and treat latent tuberculosis in high-risk populations.

h. Provide birth and death certificates to the public Monday through Friday.

i. The Authority will provide an annual report by May of the following year being reported on, which includes performance statistics for the year and the two previous fiscal years, for the following items:

Reportable Communicable diseases

Number of outbreak investigations and a general report on outcome of investigations

Number of HIV and STD high risk participants screened in outreach efforts

Total Patient Encounters in ID/AIDS clinic

Percent of HIV/AIDS patients requiring hospitalization

Cases of perinatal HIV transmission

Total vaccinations

Child less than 19 years of age

Adult vaccinations

Travel vaccinations

Total STD clinic visits

Comprehensive STD visits

Express STD visits

HIV counseling and testing

Total TB visits

Number new TB cases

Number of patients with new/suspected TB started on treatment and percent completed treatment

Number of high risk patients screened for latent TB

Number of latent TB patients started on treatment and percent completed

Total birth and death certificates registered

Certified copies issued

Paternity additions and corrections

j. The Authority will provide a quarterly report to the City in the format attached to this Appendix, which indicates the amount of year-to-date expenses and revenues for Public Health Services by the 45<sup>th</sup> day after the end of the reporting period.

k. The Department of Public Health of the Authority will work with the Department of Environmental Health to develop and maintain a regularly-updated landing page which will provide an overview of public and environmental health services within Denver County. This website will provide the appropriate contacts for specific services. DEH will take the lead in developing the landing page and both organizations will be responsible for maintaining their corresponding information.

l. The Department of Public Health of the Authority will work with the Department of Environmental Health to collect, compile, assess, and prepare a comprehensive report on the health of Denver. This comprehensive report will be prepared and published every 3 years (the last comprehensive report was done in 2011). The Departments will collaborate on regular updates (every 2 months) on individual health issues through their publication, "Denver Vital Signs". The Department of Public Health and the Department of Environmental Health will also collaborate on the development of a community health improvement plan by 2013. The two departments will then provide updates on key metrics of the plan at least every 6 months. The entire plan will be updated every 3 years."

m. The Authority agrees to work with the City, its Office of Emergency Management and its City-agency emergency response leads to annually review and update, as appropriate or requested by the City, the City's Emergency Response Plan, including specifically, the City's plan for Emergency Support Function (ESF) #8, Public Health and Medical Services, and related standard operating procedures (SOPs).

Denver Health and Hospital Authority: Public Health  
 Year 2013 Budget Final

Cost Center	Personnel	Supplies & Services	Capital	TOTAL	REVENUE	PAYMENT
Public Health Administration	685,006	130,328	-	815,334	-	2,259,300
Per Capita	-	-	-	-	813,020	-
Vital Records	393,366	299,623	-	692,989	948,900	-
ID/AIDS Clinic	794,706	68,803	-	863,509	610,000	-
Tuberculosis Clinic	753,749	176,956	-	930,705	35,000	-
STD Clinic	729,889	483,580	-	1,213,469	38,000	-
Immunization Clinic	308,860	293,268	-	602,128	700,000	-
Epidemiology & Surveillance	165,284	6,999	-	172,283	-	-
Public Health Preparedness	112,603	1,200	-	113,803	-	-
Health Promotion Program	-	-	-	-	-	-
HIV Prevention & Training	-	-	-	-	-	-
<b>TOTAL PUBLIC HEALTH</b>	<b>3,943,463</b>	<b>1,460,757</b>	<b>-</b>	<b>5,404,220</b>	<b>3,144,920</b>	<b>2,259,300</b>



#### **A-4 Denver C.A.R.E.S.**

##### **1.1 Agreement to Provide Services at the Denver C.A.R.E.S. Facility**

a. The Authority will provide management, clinical and related services for short-term residential and nonresidential detoxification facilities for alcohol abuse, including transportation and treatment services, to be provided at the Denver C.A.R.E.S. facility. Denver C.A.R.E.S. is a non-hospital detoxification facility within the Division of Alcohol, Drug and Psychiatric Services of Denver Health, which currently has 100 beds and is budgeted in 2013 to be staffed at a census of 74 excluding the Veterans 1<sup>st</sup> Program. Approximately 518 public inebriates per week are detoxified at Denver C.A.R.E.S.

This program also includes the Emergency Services Patrol (ESP), which transports public inebriates to the Denver C.A.R.E.S. facility. If serious medical problems are evident, the client is taken by ambulance to Denver Health Medical Center. ESP van service will operate ten-hours/day seven days/week.

b. The scope of services to be provided by the Authority includes provision of detoxification, transportation, and treatment services to any public inebriate identified within the boundaries of the City and County of Denver, whether or not that person is a citizen of the City and County of Denver.

c. Until the Authority receives the Denver Veterans 1<sup>st</sup> Grant directly, the City will act as the fiscal agent for the Homeless Veterans Per Diem Grant and will assist with program development and implementation. These efforts will be coordinated with the Denver Road Home project. Once the Authority receives the funding directly, the City's role as fiscal agent or coordinator shall cease.

d. Denver's Road Home Project. In support of Denver's Road Home project, the Authority shall:

(i) provide a fulltime staff member to assist in reporting and coordination of the Authority's participation in programs and efforts to reduce homelessness, including the Denver Veterans 1<sup>st</sup> project, the Arapahoe House and the Comprehensive Homeless Alcoholic Recovery and Treatment Team (CHARTT), and other joint ventures with Denver Road Home. The Homeless Coordinator shall be located at Denver CARES and will be supervised by Denver CARES manager. The Homeless Coordinator's duties shall include:

1. Submitting timely and accurate reports to Denver Health, the U.S. Department of Veterans Affairs (VA) and Denver Human Services.
2. Identifying special needs cases and working with the other agencies to foster housing for these individuals.
3. Assisting in activities supportive of Denver's Road Home project as may be requested by the City and agreed to by the Authority.

(ii) Screen clients admitted to Denver CARES for referral to appropriate programs

including, but not limited to, CHARTT, Denver Veterans 1<sup>st</sup> or 16<sup>th</sup> Street Mall/Housing First.

(iii) Complete Homeless Management Information System (HMIS) on all homeless persons admitted to Denver CARES.

(iv) Coordinate outreach and follow-along services with Denver Street Outreach Collaborative for persons participating in CHARTT, Denver Veterans 1<sup>st</sup> and 16<sup>th</sup> Street Mall/Housing First.

(v) Participate in Denver's Road Home Evaluation and Implementation Committees.

(vi) Collect data on all persons admitted to Denver CARES on all Point In Time Surveys coordinated by Metro Denver Homeless Initiative ("MDHI") or Denver's Road Home.

1.2 Payment Mechanism. Subject to Section 1.2(d) below, the City will purchase from the Authority the services described in 1.1(a) and 1.1(b) provided as a public service to the citizens of the City and County of Denver, in an amount to be purchased in accordance with the following formula:

a. The Authority shall prepare an expenditure and a revenue budget request for Denver C.A.R.E.S. in accordance with the City's budget calendar.

b. The estimated amount of City payment for the next Fiscal year will be calculated as follows:

(i) The sum of total budgeted expenditures shall be included in the estimate listed separately for Denver C.A.R.E.S.

(ii) The total from (i) will be adjusted downward by the sum of total budgeted revenues, listed separately for Denver C.A.R.E.S.

(iii) The dollar amount resulting from the calculations pursuant to this section 1.2(b) shall be paid, in quarterly installments, to the Authority at the start of the first business day of the months of January, April, July and October of the Fiscal Year for which the payment is being made.

(iv) The Authority will perform the reconciliation for the first six months no later than August 31 of the Fiscal Year for which the payment is being made to determine if the amount estimated in the prior year is sufficient. In the event that additional funding is needed, a Supplemental Appropriation will be requested in order to provide the additional funding.

(v) A reconciliation will be performed by the Authority no later than May 1 of the year following the Fiscal Year for which payment is being made, to determine any remaining shortfall or overage. Any shortfall in funding will, subject to Section 1.2(d) below, be reimbursed by the City. Any overage shall be returned to the City unless the City approves, in writing, the Authority retaining all or part of the overage for other services to the City.

c. The Authority and the City will agree upon the estimated City payment for any given Fiscal Year in accordance with the City's budget calendar.

d. The City and the Authority agree that the annual estimated payment described in Section (b) above for Fiscal Year 2013 shall be \$3,802,700 and the calculation is shown on page A-4-5 of this Appendix.

e. Denver's Road Home.

(i) In a separate agreement titled The CHaRTs Program (also referred to as CHARTT, CHP:RAD, or HARTT) between the City Department of Human Services (DDHS) and the Authority, the City has agreed to provide funding to the Authority to provide residential treatment services in the CHaRTs program to homeless persons with substance abuse issues (with the understanding that the Authority is subcontracting these services to a separate treatment provider). Under the same agreement, the City is also funding a project coordinator of homeless activities in accordance with the Denver's Road Home.

(ii) The City and the Authority are collaborating to secure funding through the Homeless Veterans Per Diem: Denver Veterans 1<sup>st</sup> Project to fund operations and services in support of homeless veterans. The City has secured funding from the Veterans Administration, and DDHS will provide 90% of the per diem to the Authority in an estimated amount of \$100,000 annually for the Denver Veterans 1<sup>st</sup> Program. On the 1st day of the month the City shall pay the Authority an amount equal to 90% of the per diem as defined in the Homeless Veterans Per Diem: Denver Veterans 1st Program for all VA qualified patients that participated and for whom the City has received Per Diem payment from the Veterans Administration in the Denver Veterans 1st Program at the Denver CARES facility during the prior month. The City has agreed that the Authority will work directly to secure this funding for the next grant term. Once the City is no longer the grant recipient, the Authority will receive 100% of this funding and the funding will come directly to the Authority.

(iii) This will be in addition to the City's support of \$3,802,700 outlined in Section 1.2(d).

f. The City's obligation to make payments pursuant to the terms of this Agreement shall be contingent upon such funds being appropriated and paid into the City Treasury and encumbered for the purposes of this Agreement on an annual basis by the City.

1.3 Specific Time Frame for Performance. Services provided at the Denver C.A.R.E.S. facility are a core service as defined in the Operating Agreement. Performance time frames will be the City's fiscal year.

1.4 Performance Criteria

a. One-hundred percent of the women of child-bearing age utilizing the services of

Denver C.A.R.E.S. will be offered a pregnancy test and, if the test is positive, will be provided referral and follow-up.

b. An ESP average response time of 35 minutes or less will be provided, with that time being calculated as the number of minutes from the dispatcher notifying the van to the time of arrival on the scene. A goal of 35 minutes will be set for contract year 2012 based on available resources.

c. Average length of stay will be 36 hours or less.

d. The Authority will provide an annual report by May 1 of the year following the year being reported on, which includes performance statistics for the year just ended and the two previous fiscal years, for the following items:

Shelter: Average Daily Census

Detoxification: Average Daily Census

DUI Program: Patient Encounters

Emergency Services Patrol:

Average Response Time

Number of clients picked up per shift

Number of clients admitted for the first time

Number of clients admitted more than one time for the program year

Number of admissions of homeless clients

Number of clients who did not pay any charges due for services rendered

Number of veterans entering Denver C.A.R.E.S.

Number of veterans admitted to the Denver Veterans 1<sup>st</sup> program

Number of veterans completing the Transitional Residential Treatment part of the Denver Veterans 1<sup>st</sup> program and Denver C.A.R.E.S.

e. The Authority will provide a quarterly report to the City in the format attached to this Appendix, which indicates the amount of year-to-date expenses and revenues for Denver C.A.R.E.S. by the 45<sup>th</sup> day after the end of the reporting period.

f. The Authority will provide to the City ESP van reports of shifts worked on a monthly basis by the 45<sup>th</sup> day after the end of the reporting period.

g. For Veterans Services and 25 Housing First Units – the Authority will participate in all evaluation efforts for the Ten Year Plan to End Homelessness.

h. Provide a quarterly report no later than the 15<sup>th</sup> day of the month following the end of the quarter, for data representing the previous quarter including the following:

Number of persons entering CHARTT'S treatment program

Number of persons successfully completing CHARTT'S treatment program

Number of persons housed at Denver CARES

Disposition of individuals served including, but not limited to, Involuntary Placement, Housing, Employed, Left Treatment Prior to Completion, No Longer in Program, Hospitalized, Average Daily Attendance in Detox and Treatment.

Denver Health and Hospital Authority: Denver C.A.R.E.S.  
 Year 2013 Budget Final

Cost Center	Personnel	Supplies & Services	Capital	TOTAL	REVENUE	PAYMENT
C.A.R.E.S. Detox	4,636,139	685,911		5,322,050	2,080,980	3,802,700
C.A.R.E.S. ESP	458,662	102,968		561,630	-	-
<b>TOTAL C.A.R.E.S.</b>	<b>5,094,801</b>	<b>788,879</b>		<b>5,883,680</b>	<b>2,080,980</b>	<b>3,802,700</b>

Revenue Breakdown

Signal Grant	1,465,672
Patient Revenue (Avg census of 74* \$325 per visit real rate =7%)	615,308
<b>Total Revenue</b>	<b><u>2,080,980</u></b>

## **A-5 Substance Treatment Services**

### **1.1 Agreement to Provide Drug Abuse Treatment Services**

a. The Authority will provide Substance Treatment Services and testing on an inpatient and outpatient basis.

b. The scope of Substance Treatment Services to be provided by the Authority includes provision of these services to any client for whom this program is deemed appropriate, whether or not that person is a citizen of the City and County of Denver.

1.2 **Payment Mechanism.** This program is funded entirely with state and federal "pass through" funds and collections from clients. No City funds will be provided in support of this program.

1.3 **Limitation of Services.** In the event that the existing funding sources are decreased or eliminated and replacement funding is not identified, the Authority may limit (i) the amount of Substance Treatment Services it provides to the Population and/or (ii) the Population to which it provides such services. In the event that funding is eliminated completely, the Authority may eliminate this program. The Board shall consider the following factors before implementing a reduction in Substance Treatment Services:

- a. the mission of the Authority;
- b. the importance of providing quality Substance Treatment Services;
- c. the Population and the scope of Substance Treatment Services provided to the Population.

1.4 **Specific Time Frame for Performance.** Substance Treatment Services are a core service as defined in the Operating Agreement.

### **1.5 Performance Criteria**

- a. On the average, 60% of the methadone clients will have "clean" urine tests.
- b. Comprehensive assessments and evaluations will be performed on 95% of patients, on a same day walk-in basis. This totals approximately 800 evaluations per year.
- c. Ninety percent of infants delivered by women in treatment as part of the Special Connections program will be free of any illicit substances. Twenty Special Connections women will be in treatment in this Fiscal Year.

d. Eighty percent of clients admitted to HIV Intervention Services will realize continued medical care as well as a reduction in use of either alcohol or illicit drugs. Approximately 50 to 60 clients will be admitted in this Fiscal Year.

e. The Authority will see one hundred percent of pregnant women and women with dependent children who meet eligibility criteria for Special Women's and Family Services.



## **A-6 Medical Services for Prisoners at Denver Health and Hospital Authority**

1.1 Agreement to Provide Medical Services for Prisoners. The Authority will oversee and provide all correctional health care services to the Denver City and County prisoner population, except as otherwise agreed by the parties. This will include the provision of medical and surgical inpatient, outpatient, ancillary and emergency medical and behavioral health services to patient prisoners. For purposes of this section, "Medical Services" and "Patient Care Services" will be synonymous and may be used interchangeably.

a. Scope of Medical Services for Prisoner Care.

(i) The scope of services to be provided by the Authority includes provision of patient care services to any patient, 18 years or older and juveniles charged as adults, who require such services, whether or not they are a citizen of the City and County of Denver and regardless of whether the provision of care is related to a self-inflicted injury or condition that was preexisting to the person's arrest.

(ii) The scope of services includes services not provided at the Authority facilities or by Authority physicians, but which are medically necessary for the prisoner and are referred to other providers by Authority physicians.

(iii) The Authority shall be responsible for the ongoing development, implementation and ongoing maintenance of a continuous quality improvement based Correctional Care System and Utilization Management Program specific for the Denver City and County offender population. The Utilization Management Program shall have a mission statement, goals and objectives, scope, structure and accountability, medical management process and activities, role of the UM committee and other components as agreed to between the City and the Authority.

(iv) The Authority has and shall maintain and manage a Utilization Management Committee specifically for the City's correctional program. This committee shall meet no less than monthly and shall review and revise the plan annually.

(1) The Director of Corrections and Undersheriff or his designee shall be a member of the committee.

(2) This committee shall approve UM criteria, review UM reports, analyze such reports, make recommendations for improvement, and engage in any other activities agreed upon by the City and the Authority.

(3) This committee shall approve UM criteria, review UM reports, analyze such reports, make recommendations for improvement, and engage in any other activities agreed upon by the City and the Authority. The reports that will be provided by the Authority under this section are: Inpatient Trending Report; Trending Reports for Average Costs per Admission, Total Number of Inpatients and One Day Length of Stays; High Cost Inpatient Admissions; Reduced Housing for Inpatients; Emergency Department Trending showing Total Number of Patients, Number of Admits, Number of Non-admits, Total Cost, Admit Cost and Non-admit Cost; ED Visits by Emergency Levels Trending; Alert and Activation Trending Report; Ambulance Report; Clinic Top 5 Report; Outside Services; Combined Average Daily Population; Pharmacy and Physician Billing. These reports will be provided in the format used in the October 2009 UM meeting or as mutually agreed by the Authority and the City. Any additional reports required by the City will only be provided if the reasonable costs of the reports are paid by the City.

(v) The Authority shall review, approve and implement nationally endorsed utilization management guidelines and criteria. These criteria shall be used, at minimum, for:

- (1) Inpatient utilization management.
- (2) The basis for reporting, trending, monitoring, and auditing UM activities.

(vi) The Authority shall establish and maintain a pharmaceutical management program that shall include, but not be limited to:

- (1) A formulary.
- (2) Reporting of utilization metrics and formulary compliance to the UM Committee.

(vii) The Correctional Care Medical Facility (CCMF), an acute care locked hospital unit owned and managed by Denver Health, will be open for Denver prisoner admissions on a priority basis limited only by bed availability 24 hours/day, 7 days/week.

(viii) Sub-specialty consultation will be available to the prisoner care staff at the Department of Safety as needed.

(ix) Upon the request of either the Authority or the Sheriff Department, in-services will be conducted each year with the Sheriff's Department addressing health-related issues to improve coordination and teamwork.

b. Medical Services for Other Jurisdictions. In addition to providing patient care services to the Denver City and County prisoner population, it is agreed that the Authority may offer patient care services to prisoners of all other Colorado county, state, and federal correctional facilities on a space-available basis. Prisoner security and payment for patient care services will be provided as appropriate by the jurisdiction, unless the Authority arranges for the Denver Sheriff Department to provide prisoner security for other jurisdictions pursuant to Appendix C. The City has agreed with the U.S. Marshals Service (USMS) to provide secure custody, care and safekeeping of federal prisoners. The Intergovernmental Services Agreement between the City and the United States requires the City to provide federal prisoners the same level of medical care and services provided to local prisoners at the expense of the Federal government. The parties agree that Federal Prisoners will be provided the same level of medical services provided to local prisoners in accordance with the Intergovernmental Services Agreement between the City and the United States. The Authority agrees to notify the USMS as soon as possible of all emergency medical cases requiring removal of a USMS prisoner from the jail and to obtain prior authorization from the USMS for removal for all other medical services required.

1.2 Authority of the Director of Corrections and Undersheriff. The Director of Corrections and Undersheriff is the official City Representative for Appendix A-6 of this Agreement. Communication between the City and the Authority shall be directed through the Undersheriff or such other representative as the Undersheriff shall designate.

1.3 Payment and Payment Mechanism.

a. The City will reimburse the Authority for the care of Denver City and County prisoners, subject to the Authority's agreement to bill the prisoner (with copies to the City) for all medical services except for services rendered at the county jail clinic and at the Downtown Detention

Center (DDC) and to pursue available third party payment for all care provided to the prisoners by the Authority. In all cases, the prisoner shall be primarily responsible for payment for all medical services, except for services rendered at the county jail and at DDC, and the Authority shall bill the patient (except those who are federal prisoners), Medicaid, Medicare, and any other third party payor, as appropriate under applicable law. For services at the DDC infirmary which require a professional consultation from a provider at Denver Health Medical Center such as radiology, EKGs, and dental x-rays, the Authority may charge the City a professional consulting fee but no facility component charge. The City will act as a secondary payor if the prisoner and/or third party payors do not or are unable to pay; however, the City will pay in advance for all services provided to prisoners, in accordance with Section 1.3.d. below, and the City will deduct from its payment to the Authority any collections received from prisoners, Medicaid, Medicare, or any other third party payor, which amounts (identified by patient and billing details) shall be reported to the City monthly by the Authority. The Authority and the City shall cooperatively develop a process for obtaining the best possible financial and personal information from prisoners in order to identify potential third party sources of reimbursement for their care. The Authority will pursue collection of prisoner accounts. The Authority, the Sheriff's Department and the Finance Office will meet as to the methods of collection, the level of effort, the cost of collection and the results of the collection program.

b. The incremental cost of the third party billing and prisoner billing activities described in 1.3a up to a maximum of \$50,000.00 will be included in the cost to be reimbursed to the Authority pursuant to this section.

c. Medical services for Federal inmates shall be billed by the Authority and the bill will be paid directly by the Federal government. When the Intergovernmental Services Agreement between the City and the United States regarding federal prisoner custody, care and safekeeping is renegotiated, any term relating to services provided by the Authority will be mutually agreed upon by the City and the Authority.

d. Subject to Section 1.3(g) below, the City will purchase from the Authority the medical services for prisoner care described in 1.1, in an amount to be purchased in accordance with the following formula:

(i) the list of total gross charges for services provided to Denver City and County prisoners, by department, separated into inpatient and outpatient components, for the current Fiscal Year as of the most current month for which data is available, annualized;

(ii) the gross charges will be adjusted downward using the Authority's current Medicare cost to charge ratio separated into inpatient and outpatient charges or if this rate ceases to be in effect or is substantially and materially modified, another similar methodology as agreed upon by the parties;

(iii) there will be a special facility rate of \$586 per day in the CCMF for the care of inmates who do not require inpatient medical care but cannot be transferred back to the County Jail or to DDC because of inadequate medical facilities to properly care for the inmate. The availability of this rate is temporary and limited to beds available for this purpose, not to exceed four beds per day when twelve (12) other beds on the unit are occupied.

(iv) for non-emergency ambulance transports payment will be made based on the current Medicaid rate for ambulance transports. Non-emergent is defined as any transport beginning

and ending as a Code 9 status.

(v) the amount derived from the calculations pursuant to (ii) of this Section 1.3(d) will be the City's estimated payment for Medical Services for prisoner care for the next Fiscal Year.

(vi) the dollar amount resulting from the calculations pursuant to this Section 1.3(d) shall be paid, in equal monthly installments, to the Authority at the start of the first business day of each month of the fiscal year for which the payment is being made.

(vii) A reconciliation will be performed by the Authority no later than May 1 of the year following the Fiscal Year for which payment is being made, to compute actual charges multiplied by the Authority's current Medicare cost to charge ratio to determine the actual payment amount due. The charges for each service established in the approved budget may not be increased without prior written notice, detailed justification and written agreement of both parties. Additionally, any collections received by the Authority (net of any outside collection agency fee) from or on behalf of any prisoners for whom charges have been included, will be deducted from the amount due the Authority to determine any remaining shortfall or overage. Subject to Section 1.3 g. below, any shortfall in funding will be reimbursed by the City. Any overage will be returned to the City unless the City approves, in writing, the Authority retaining all or part of the overage for other services to the City.

(viii) The Authority shall (no later than May 31, 2013) provide comparative information and data to the City so that it can compare what it would pay under state Medicaid rates and using the 2010 CDM and 2010 CCR as baseline costs versus a Medicare cost to charge ratio-based methodology. Unless a different methodology is established by state Medicaid billing rules, the Medicaid rate is the Authority's state authorized base rate times the state authorized and posted Medicaid weighted DRG for the service. It does not include any separate, additional DSH, training or CICP payments the Authority may receive from the state or federal government.

(ix) As mutually agreed upon by both parties, the Sheriff Department may select and obtain medical and other services for inmates from other vendors, in which case said vendors will separately bill the Sheriff Department. For special billing projects the parties may agree in writing from time to time on a different allocation of retention of the revenue from collections received by the Authority and this is permissible as long as the budget figure in A-6 1.1h is achieved.

e. For services to prisoners not provided at the Authority that are referred to other providers by Authority physicians, the outside providers shall bill the Authority directly and the Authority shall reimburse the outside providers. The Authority shall invoice the City monthly for these services and shall attach a copy of the invoice from the outside provider. The Authority shall attempt to negotiate favorable discounts with outside providers and, where discounts are granted, shall invoice the City net of discount. C.R.S. 17-26-104.5(1.3) provides that Colorado providers shall not charge county jails for medical care provided to a person in custody more than the same rate that the provider is reimbursed for such services by the Colorado medical assistance program (Medicaid). The City and the Authority shall work together to approach other providers and secure their agreement to limit their charges to DHHA and the City's county jail as required by C.R.S. 17-26-104.5(1.3). The cost of these services is budgeted in Appendix B-5 and is not included in the budget for services provided in this appendix. The Authority will work with outside providers to have them pursue available third party payment for these outside provider services.

f. The Authority and the City will agree upon the estimated City payment for any given fiscal year in accordance with the City's budget calendar for the fiscal year and the appropriation to the Authority from the City will be submitted for final approval, as part of the City's budget approval process, in accordance with the City's budget calendar.

g. The City's obligation to make payments pursuant to the terms of this Agreement shall be contingent upon such funds being appropriated and paid into the City Treasury and encumbered for the purposes of this Agreement on an annual basis by the City.

h. The City and the Authority agree that the annual estimated payment described in Section (b) above for Fiscal Year 2013 shall be \$4,878,500 and the calculation is shown on page A-6-7 of this Appendix.

#### 1.4 Audits and Access to Records.

a. The Authority and the Sheriff's Department will develop a cooperative audit process and audit the charge data supporting the calculation in 1.3d(i) periodically during the fiscal year in which the charges occur. Adjustments resulting from this audit process will be incorporated into the amount used in 1.3d(i) as agreed upon by the City and the Authority.

b. Under reasonable notice, the Sheriff's Department or its designee shall have the right to inspect, review and make copies of records maintained by the Authority related to medical services rendered to inmates under the Operating Agreement. This includes the right of the City to periodically audit activities, such as but not limited to:

- (i) Medical coding.
- (ii) Utilization and medical management activities and processes.
- (iii) Billing records.

c. The Authority shall, to the extent permitted by law including but not limited to the Healthcare Improvement Portability and Accountability Act (HIPAA), and in accordance with the Authority's outside reviewer policy allow full access to correctional care facilities, prisoner medical records, and reports including reports to the UM Committee, as related to correctional care to the City, including its designated representatives.

1.5 Specific Time Frame for Performance. Medical services for prisoner care are a core service as defined in the Operating Agreement. Performance time frames will be the City's fiscal year.

#### 1.6 Performance Criteria and Reports

a. The CCMF is a Denver Health patient care facility and as such will comply with Joint

Commission on Accreditation of Healthcare Organizations regulations and review.

b. The Authority will continue to provide the City with mutually agreed to standardized UM reports each month. In addition, the following information shall be provided to the Undersheriff or his/her designee:

- i. a daily census report for all inpatients at CCMF or DHMC;
- ii. within 60 days, monthly patient data including the patient name, medical record number, total length of stay, admit and discharge dates, DHHA charges, City Cost, patient DOB, split billing information.;
- iii. within 60 days, monthly reports including ambulance, facility and physician billing;
- iv. within 60 days monthly third party billing reports including patients name, admit and discharge dates, split billing information, sum of charges, sum of City cost, amount collected from third party, , name of third party payor, credits/debits to City;
- v. daily DONX reports showing account detail of current hospitalization for each patient; and,
- vi. within 60 days, a monthly A-6 report and B-5 report as agreed upon by the City and DHHA.

c. The Authority shall continue to develop and submit financial reports at least monthly to enable the City and the Authority to evaluate payment mechanisms and to improve understanding of costs. If the ongoing billing methodology work group (consisting of representatives from the Authority and the City) agrees, the City and the Authority may amend this agreement as to payment methodology.

d. If any third party payment is denied or reduced to less than full payment, the Authority shall provide detailed documentation of such (including the stated reason and any available appeal procedures) to the City within 15 days. The Authority shall timely take such action as is necessary and reasonable to challenge or appeal the denial or reduced payment, where warranted under the law and the rules of ethics as long as the City pays all necessary, reasonable and preauthorized (in writing) associated fees and expenses and the City's written preauthorization is received within three days of the Undersheriff's or his designee's receipt of written notice from the Authority of the denial or reduction. However, the City shall not pay for the processing and re-submission of third party claims that can be accomplished by Authority staff.

#### 1.7 Liability and Cooperation.

a. The Authority agrees to be responsible for any and all negligent or wrongful acts or omissions of its officers, employees, doctors and agents arising out of this Agreement. The parties acknowledge that the City and the Authority are insured or are self-insured under the Colorado Governmental Immunity Act, C.R.S. §24-10-101, *et seq.*

b. The Authority agrees that, unless the City or Authority are defending a pending or threatened third party claim, it and all of its personnel who are employed at CCMF shall fully cooperate in any internal investigations concerning the correctional care facilities or employees of the

Denver Sheriff Department undertaken by the City, subject to confidentiality laws and provided that the Authority's legal counsel is afforded the opportunity to be present. If the City or Authority are defending a pending or threatened claim, the Sheriff Internal Affairs Investigators shall be allowed to interview nurses or other Authority personnel who work at the CCMF by submitting written questions to the Authority. The Authority shall have the nurses answer the written questions in their own words with the assistance of legal counsel. If ambiguities arise during a particular written question, the parties will discuss them as soon as possible to avoid unnecessary delays.

**Medical Service for Prisoner Care at Denver Health and Hospital Authority**

Description	July YTD	July YTD Annualized
Annualized Physician Billing Costs	\$ 594,706	\$ 1,021,889
Annualized Hospital Costs	\$ 2,505,279	\$ 4,304,846
Annualized Ambulance Costs	\$ 226,849	\$ 389,797
Annualized Outside Services	\$ 46,674	\$ 80,200
Annualized Cost to Collect 3rd Party Payors	\$ 29,167	\$ 50,000
Annualized Remove Prior Year Claims for which Payment Received	\$ (363,637)	\$ (363,637)
2012 Annualized Projection*	\$ 3,039,038	\$ 5,483,095
<b>2013 Budget Request</b>		\$ 4,878,500

\*Costs increasing due to a combination of volume, lengths of stay, and severity of patients seen. The annualized information is based as of July and is subject to change depending on final third party collections.



**A-7 Denver International Airport (DIA) Medical Clinic-discontinued.**

## **A-8 Denver Health Medical Plan**

### **1.1 Agreement to Provide Denver Health Medical Plan; Scope of Denver Health Medical Plan**

a. Subject to Section 1.1(e) below, the Authority will provide the Denver Health Medical Plan, a coordinated system of health care that provides comprehensive health services to all eligible classes or employees of the City and County of Denver who enroll in the Plan. The Plan will be offered pursuant to a separate contract with the Denver Health Medical Plan, Inc. that sets forth the details of the Plan and the rights and obligations of the parties.

b. The Plan will be provided as an option to City employees and others, on a nonexclusive basis as described in the Operating Agreement.

c. The City Department of Finance or Career Service Authority (CSA) shall submit, with one regular payroll and one lag payroll per month, a disk tape or such other similar medium as the City may reasonably select, and hard copy report listing all employees enrolled in Denver Health Medical Plan for the month, the level of benefit, and the premium. The City shall include, with this information, a check for the total amount of premiums due for the applicable month.

d. The Authority shall reconcile the information provided by the City with Denver Health Medical Plan enrollment records. Any adjustments made as a result of this reconciliation shall appear on payment information from the Department of Finance or CSA in the month following the month being reconciled.

e. The City's obligation to make payments pursuant to the terms of the Agreement with the Denver Health Medical Plan, Inc. shall be contingent upon such funds being appropriated and paid into the City Treasury and encumbered for the purposes of this Agreement on an annual basis by the City.

1.2 **Specific Time Frame for Performance.** Provision of the Denver Health Medical Plan is a core service as defined in the Operating Agreement. This service will have an annual negotiated scope of benefits for the covered health services based on a per member per month rate to be established between the City and the Health Plan.

### **1.3 Performance Criteria**

a. The Health Plan will meet all performance standards defined by the City for other health plans offered to employees.

b. Health Employer Data Information Set, National Center for Quality Assurance standards will be used.

- c. The membership disenrollment rate will not exceed 10% in any given year.

## **A-9 Rocky Mountain Poison and Drug Consultation Services**

### 1.1 Agreement to Provide Poison Control and Drug Consultation Services; Scope of Poison Control and Drug Consultation Services-

a. The Authority will provide poison control and drug consultation services including, but not limited to toxicology information and treatment recommendations to consumer and health care professionals for poisoning, consultation to the public and health care professionals and public and professional education.

b. The City will reimburse the Authority for Poison and Drug Consultation services to citizens of the City and County of Denver.

1.2 Payment Mechanism. Subject to Section 1.2(f) below, the City will purchase drug consultation services for citizens of the City and County of Denver, in an amount to be purchased in accordance with the following formula:

a. The Authority will prepare in accordance with the City's budget calendar an expenditure and a revenue budget request for Drug Consultation Services for the upcoming year.

b. The Estimated amount of the City payment for the next Fiscal Year will be calculated as follows:

(i) the budgeted expenditures for Drug Consultation Service shall be included in the estimate;

(ii) the total from (i) will be adjusted downward by total budgeted revenues related to Drug Consultation Services.

c. The dollar amount resulting from the calculations pursuant to this Section 1.2(a) shall be paid, in quarterly installments, to the Authority at the start of the first business day of the months of January, April, July, and October of the Fiscal year for which the payment is being made.

d. The Authority and the City will agree upon the estimated City payment for any given Fiscal Year in accordance with the City's budget calendar for that Fiscal Year.

e. In the event that additional funding is needed, a supplemental appropriation will be requested in order to provide the additional funding. Any overage will be returned to the City unless the City approves, in writing, the Authority retaining all or part of the overage for other services to the City.

f. The City's obligation to make payments pursuant to the terms of this Agreement shall be contingent upon such funds being appropriated and paid into the City Treasury and encumbered for the purposes of this Agreement on an annual basis by the City.

g. The City and the Authority agree that the annual maximum payment described in Section (a) above for Fiscal Year 2013 shall be \$96,900 and the calculation is shown on page A-9-3 of this Appendix.

1.3 Specific Time Frame for Performance. Services provided by the Rocky Mountain Poison and Drug Consultation Center are core services as defined in the Operating Agreement.

1.4 Performance Criteria

a. Telephone lines will be answered within six rings. The Poison Center will answer phones 24 hours a day, 365 days a year.

b. Physicians will respond to complicated, difficult or unusual cases within 10 minutes of page.

c. The Center will maintain certification by the American Association of Poison Control Centers.

d. The Center will provide public education in the Denver Metro Area.

e. The Rocky Mountain Drug Consultation Center will answer telephone calls within six rings during working hours 8:00 a.m. to 4:30 p.m., Mountain Time.

f. The Authority will provide an annual report by May 1 of the year following the year being reported on, which includes the following information for the year just ended and the previous fiscal year:

Number of calls from Denver County and total State calls for:

Poison Center  
Drug Consultation Center

g. The Authority will provide a quarterly report to the City in the format attached to this Appendix, which indicates the amount of year-to-date expenses and revenues for the Rocky Mountain Poison and Drug Consultation Center by the 45<sup>th</sup> day after the end of the reporting period.

**2013**  
**Drug Center Service for the City and County of Denver**

Hours of Operation	M-F 8:00 am - 4:30 pm	8.50	Hours per Day
		5.00	Days per Week
		42.50	Total Hours per Week
		52.00	Weeks per Year
		2,210.00	Total Service Hours per Year

Full Time Equivalents (FTE's)	
2,080	Hours per Year
252	Less leave time (split 1-10 yrs)
1,828	FTE Worked Hours per Year

Required FTE's to staff Phone [Calculation- Service hours per year divided by FTE Worked Hours]  
1.21

Average FTE Cost	
Annual budget for Call Center portion of Drug Center- pharmacist and nurses with benefits	\$ 4,658,285.07
FTE's in budget	47.50
Average rate for 1 FTE	\$ 98,069.16

**Program Service Cost**

Personnel	1.21 FTE times average FTE rate	\$ 118,562.82
Telephone Line	65.00 per month	780.00
Subscriptions for Drug Information & Updates		-
Annual Conference for 1 - eliminated		-
Drug Dex Software and semi annual updates		3,200.00
Scan Forms	no longer used, use computer	-
Office Supplies		-
Administrative Support (SCR pays 25% of RMPDC Admin budget expense, * 4.17% (City budget personnel (line 24) divided by of total nurses and pharmacist on line 18)		24,026.72
Total Budget		\$ 146,569.54
Less Discount to City		49,669.54
Amount of City Payment		\$ 96,900.00

**Program Statistics**

**Drug Center Case Volume**

	Annual Volume	Per Day Average	% of Total
2011 Actual Denver City Calls	401	1.54	0.39%
2011 Actual Other Client Calls	103,095	396.52	99.61%
2011 Total All Calls	103,496	398.06	100.00%

**Poison Center Case Volume**

	Per Day Average	% of Total
2011 Actual Denver City Calls	8,854	3.92%
2011 Actual Other Client Call	216,803	96.08%
2011 Total All Calls	225,657	100.00%

\* Call data includes Colorado HELP calls, 4,189 from Denver area.

**A-10 Clinical and Laboratory Services for the City's Department of Environmental Health**

**1.1 Agreement to Provide Clinical and Laboratory Services for the City's Department of Environmental Health; Scope of Services.**

a. The Authority will provide Pathology and Laboratory Services for the City's Department of Environmental Health. These services may include, but are not limited to Anatomic Pathology services (histology and cytology), Clinical Pathology services (clinical laboratory tests), and medical consultation .

b. The Scope of Services to be provided by the Authority includes services provided to the City's Department of Environmental Health.

1.2 Payment Mechanism. Subject to Section 1.2(e) below, the City will purchase from the Authority the Services as described in 1.1(a) and 1.1(b) in an amount to be purchased in accordance with the following formula:

a. The Authority shall prepare, in accordance with the City's budget calendar, a schedule of estimated cost for the services described in this section for any given fiscal year, containing the following information or calculations:

(i) the list of gross expected charges for Pathology and Laboratory Services for the most recently ended fiscal year;

(ii) the gross charges will be adjusted downward to cost using the Medicare cost-to-charge ratio; or if this ratio ceases to be in effect or is substantially and materially modified, another similar methodology as agreed upon by the parties;

(iii) the cost derived from the calculations pursuant to (ii) will be the City's estimated payment for Pathology and Laboratory Services for the City's Department of Environmental Health for the next fiscal year;

(iv) the actual payment for services during the fiscal year will be based on the Medicare cost-to-charge or similar ratio, applied to gross charges.

b. Notwithstanding any of the language in 1.2 a. above, all reference laboratory testing for the Office of Medical Examiner will be passed through to the City at the cost from the reference laboratory plus all shipping fees and a \$30 processing fee per test to account for Authority laboratory personnel cost and any Pathology professional time required for interpretation of results.

c. The Authority shall prepare an invoice or statement to be delivered to the City on the tenth business day of the month following the month for which the invoice is being made, for each month in the Fiscal Year. Payments will be made for each invoice by the City to the Authority within thirty days of receipt of a complete invoice pursuant to the City's prompt payment ordinance

D.R.M.C. 20-107 through 20-115.

d. The Authority and the City will agree upon the estimated City payment for any given fiscal year in accordance with the City's budget calendar for that fiscal year.

e. In the event that additional funding is needed, a Supplemental Appropriation will be requested to provide the additional funding. Any overage will be returned to the City unless the City approves, in writing, the Authority retaining all or part of the overage for other services to the City.

f. The City's obligation to make payments pursuant to the terms of this Agreement shall be contingent upon such funds being appropriated and paid into the City Treasury and encumbered for the purposes of this Agreement on an annual basis by the City.

g. The City and the Authority agree that the annual estimated payment described in Section (b) above for Fiscal Year 2013 shall be \$18,000 and the calculation is shown on page A-10-4 of this Appendix.

1.3 Specific Time Frame for Performance. Clinical and Laboratory Services for the City's Department of Environmental Health are a core service as defined in the Operating Agreement.

1.4 Performance Criteria

a. Laboratory test Turn Around Time (TAT). The TAT for laboratory testing will be calculated from the date and time that a specimen is received in the Authority's Department of Pathology and Laboratory Services (DPLS).

1. The Office of Medical Examiner shall deliver specimens to DPLS.

2. Chemistry, Hematology, Blood Banking, and Special Chemistry test results shall be available within four (4) business days following receipt by DPLS.

3. Routine Microbiology culture results (excluding cultures for fungi or mycobacteria) shall be completed within five (5) business days following receipt by DPLS.

4. Routine Histology slides shall be available within five (5) business days following specimen receipt by DPLS.

5. Molecular Diagnostics test results performed in-house by DPLS shall be available within five (5) business days following specimen receipt by DPLS.

6. The City shall notify DPLS of any time-sensitive testing requirements. On request for time-sensitive laboratory testing, the Authority shall meet the time requirements of the City whenever possible.

7. If the laboratory is unable to run a requested test within the TAT specified, it shall immediately notify the Office of Medical Examiner or other affected City agency.

b. All concerns or complaints regarding laboratory services shall be directed to the Director of Pathology and Laboratory Services.



c. The laboratory code of ethical behavior ensures that all testing performed by the laboratory are billed only for services provided. All marketing and billing is performed in accordance with community standards; all billing is for usual and customary services. All business, financial, professional, and teaching aspects of the laboratory are governed by standards and professional ethics.

**Denver Health & Hospital Authority**

**Coroner Lab - City Contract**

**Invoice Amounts 2009, 2010, 2011 and Year to Date 2012**

	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>
January	2,345.22	1,689.11	1,926.36	1,385.80
February	2,404.18	1,243.19	1,724.91	1,725.18
March	2,393.72	2,095.94	1,888.35	1,343.84
April	1,796.49	1,143.00	1,209.14	1,195.33
May	1,361.50	1,247.92	1,284.47	
June	2,053.89	1,195.23	932.58	
July	1,539.65	1,421.76	1,440.65	
August	1,817.02	1,172.60	1,891.18	
September	1,817.02	1,307.79	1,514.47	
October	2,072.09	1,648.00	1,240.33	
November	1,787.74	2,675.62	1,648.20	
December	1,721.63	1,210.15	1,647.66	
<b>Annual Totals/YTD current Year</b>	<u>23,110</u>	<u>18,050</u>	<u>18,348</u>	<u>5,650</u>
<b>Annualized based on Jan-Apr invoices</b>	16,950			
<b>Estimated Increase</b>	6%			
<b>2013 Request</b>	<u><u>18,000</u></u>			

## APPENDIX B

### B-1 Psycho-diagnostic Evaluations and Consultation Services

#### 1.1 Agreement to Provide Psycho-diagnostic Evaluations and Consultation Services; Scope of Psycho-diagnostic Evaluations and Consultation Services.

a. The Authority will provide psycho-diagnostic evaluations and diagnoses of children and adults, including such specialized services as may be required by clients of racial and ethnic diversity.

b. The scope of services to be provided by the Authority includes services provided to any person referred by the Denver Department of Human Services Family & Children's Services Division.

c. Psychological testing will be performed following an evaluation whenever clinically indicated. In those situations where Department of Human Services staff or the court has requested specialized testing, and the clinical evaluation does not support the need for such testing, that decision will be discussed in the written report.

d. If parent/child interactional evaluations will be performed, the parent must have received a mental health evaluation prior to the interactional evaluation. If the child is age 5 or under, there will only be an interactional evaluation where the child has had a relationship or regular contact with the parent or there is a court order to conduct the evaluation.

1.2 Payment Mechanism. Subject to Section 1.2(e) below, the City's Department of Human Services will purchase from the Authority the services described in Section 1.1(a) and 1.1(b), in any amount to be purchased in accordance with the following formula:

a. The Authority shall prepare in accordance with the City's budget calendar an estimate of the actual cost of providing these services;

b. The amount derived pursuant to this Section 1.2 will be the City's estimated payment for these services for the next Fiscal Year.

c. On the first business day of each month in the Fiscal Year, the City shall pay the Authority in monthly installments, which will be calculated as follows:

i. The City shall pay amounts as specified for the services below which will be billed and paid one month in arrears.

(1) \$410 per psycho-diagnostic or psychiatric evaluation performed under Section 1.1 a. and b. above;

(2) \$525 per forensic psychiatric evaluation performed under Section 1.1a and b. as requested by Human Services;

(3) \$65 per hour for Individual counseling (can be billed in 15 min. increments): Individual psychotherapy, insight oriented, behavior modifying, and/or supportive, in an office or outpatient facility, approximately 45-50 minutes with the patient. Therapy provided or supervised by licensed Psychologist.

(4) \$150 per episode of Diagnostic services: Intake for neuropsychological, psychological evaluation or other services and write up if requested. Need for service may be ruled out.

(5) \$65 per hour for Care coordination (can bill in 15 min. increments) – includes telephone contacts to caseworker or collaterals, report writing, appointment scheduling, and telephone contact with client.

(6) \$150 per hour for Neuropsychological evaluation: Includes evaluation and report.

(7) \$50 per episode for Medication management: Pharmacologic management, including prescription use and review of medication with no more than minimal medical psychotherapy.

(8) \$150 per episode for Psychiatric evaluation: Includes evaluation and prescription if indicated. A written evaluation and report will be provided upon request.

(9) \$75 per hour for family counseling.

d. The Authority and the City will agree upon the estimated City payment for any given Fiscal Year in accordance with the City's budget calendar for that fiscal year and the appropriation to the Authority from the City will be submitted for final approval, as part of the City's budget approval process, in accordance with the City's budget calendar for the fiscal year.

e. The City's obligation to make payments pursuant to the terms of this Agreement shall be contingent upon such funds being appropriated and paid into the City Treasury and encumbered for the purposes of this Agreement on an annual basis by the City.

f. The City and the Authority agree that the annual estimated payment for the services in Sections 1.1 a. and b. above for Fiscal Year 2013 shall be \$24,000.

1.3 The City will provide to the Authority a Service/Payment Preauthorization form for any service authorized for an individual or family specifying the service, rate and identifying details. Referrals will be reviewed by the team leader to determine whether the OBHS clinic is able to appropriately provide the services requested. The team leader will contact the referring

party within 3 business days of the referral if OBHS is unable to provide the services requested. The Authority agrees to send invoices for services to the Denver Department of Human Services Financial and Administrative Services Division no later than the 5<sup>th</sup> day of the month following the end of the month in which services were rendered. The City agrees to pay invoices monthly if received by the 5<sup>th</sup> of the month.

1.4 Specific Time Frame for Performance. Human Services Psychiatric Evaluations and Consultation Services are a non-core service as defined in the Operating Agreement. The service will be part of the annual operating contract for services between the City and the Authority.

1.5 Performance Criteria

a. The Authority will maintain a referral system that tries to accommodate the scheduling of an appointment within a thirty-day time frame. The Authority consultant and Human Services' administrator will try to maintain the capacity, within the monthly schedule, to provide evaluations for urgent client situations within two weeks of referral. If the Authority cannot accommodate these time frames, the Authority shall promptly decline the particular case and the City will seek another provider.

b. A verbal report will be made available to Human Services upon request by worker or attorney on each comprehensive psychiatric or psychological evaluation within 72 hours of the evaluation.

c. The Authority agrees to submit a typed report of the evaluations and diagnoses within two weeks of the referred client's actual evaluation. The Authority will provide an initial progress report and treatment plan to the caseworker within 1 month of intake and subsequent progress reports every two months or prior to court hearings, which include at a minimum; dates of attendance, dates absent, a statement of the level of participation and progress by the client, any child safety issues, client's understanding of concepts and recommendations for treatment. Providers working closely with families involved in the child welfare system are expected to be capable of discussing parental capacity to adequately and safely care for and meet the needs of the child based on their interaction and assessment of parent. It is expected that anyone providing these services will be able to testify in Court if necessary.

d. The Authority will provide expert testimony at the request of the District Attorney or the City Attorney and Human Services. This includes the expectation that the experts will cooperate with the legal staff of the District Attorney's office and the City Attorney's office and will make themselves available to discuss testimony and to prepare for trial or other contested hearings. The expert will also need to testify in trials, termination hearings, or other contested matters. The expert will accept subpoenas from the City Attorneys' office by fax and will sign waivers of personal service as needed.

e. To the extent information is available, the Department of Human Services shall transmit the information concerning the consultation or evaluation to the Authority two weeks prior

to the clinic visit. The Department of Human Services case workers shall transport or accompany the patient to the appointment for psycho-diagnostic testing or shall meet the patient at the psycho-diagnostic testing site to reduce the risk that the client will miss the appointment.

f. If the Authority has a Medicaid contract, the Authority will refer or facilitate a referral to Medicaid for payment if the family or client is Medicaid eligible and services appear to address treatment issues that meet Medicaid eligibility.

g. The Authority will agree to respond to referrals within 24 hours of the phone call on week days by the caseworker.

## **B-2 Family Crisis Center**

### 1.1 Agreement to Provide Clinical Services and Medical Passport Services to the Family Crisis Center (FCC) for the Denver Department of Human Services; Scope of Services

a. Service Overview for On Site (FCC) Services: The Authority will provide healthcare services including medical evaluations and episodic care for children ages 0-21 years being evaluated by DDHS for concerns of abuse and neglect and for children in residence at the Family Crisis Center (FCC) operated by the Denver Department of Human Services (“DDHS”). Services to be provided will include, but are not limited to, professional medical and nursing services, technical assistance, medical consultation and hospital backup. Services will be provided by a consistent team of medical practitioners with expertise in child maltreatment. After Hours services will be provided via the Denver Emergency Center for Children (DECC). Staffing Resources for the medical clinic at the FCC are outlined below:

(i) The Authority will provide the services of a medical director and a program manager who will provide medical and administrative leadership in the management and delivery of health care services for children seen at the FCC and for the coordination of the collection of the Medical Passports and corresponding duties as outlined below.

(ii) The Authority will provide additional healthcare providers and support staff for the medical clinic as funded by DDHS. This will include providers to evaluate children for abuse and neglect, evaluate and provide episodic care for children placed at the FCC while in the facility, and nursing support services for children in the residential program. In addition the Authority will provide the medication administration services for FCC residential children specified herein. Authority staff will administer medications during regular clinic hours and prepare medications for remaining hours. Whenever reasonably possible, and in all cases where DHS provides a minimum of 24 hours notice prior to the discharge of children or for children going out on passes, the Authority staff will prepare medications for the discharge or pass. If not, DDHS staff will be responsible for those medications. The Authority will provide quality assurance of the overall program and oversight of the service provided by Authority employees. The number and level of staff assigned by the Authority to the FCC will be determined by the needs of the residents at the FCC, the needs of DDHS for medical evaluations and shall not exceed the resources available as found in B-2 1.2 e.

(i) The Authority shall provide a licensed psychiatrist to perform full psychiatric evaluations, medication monitoring, and provide training to the staff upon the request of the DDHS administration at an hourly rate of \$110.57 for up to fifteen hours per week. The psychiatrist shall see any youth identified by the FCC clinical mental

health therapy team as requiring a full psychiatric or a medication monitoring evaluation within one week of a request for such an examination.

b. Out of Home Care Medical Coordination Services. The Authority shall provide medical staff to support and help coordinate the care of Denver County children in out of home care. Duties shall include:

(i) Identifying special/high risk medical needs cases based upon the available case information, developing medical treatment plans for youths in these cases, and communicating the plans to the out of home placement providers. Additionally, when appropriate, the regular medical provider shall be informed of the information and plan.

(ii) Providing basic medical consultation to DDHS staff or referring the staff to an appropriate medical specialist as needed.

(iii) Providing staff to ensure Medical Passports are compiled for all children entering out of home care in Denver County per child welfare rules.

c. The parties agree that a signed consent form is necessary before any child can receive healthcare services unless the situation is emergent.

d. The parties agree that they will work collaboratively with other agencies and organizations involved with the care of children at the FCC including but not limited to the Denver Police Department, the District's Attorney's Office and the Denver Children's Advocacy Center. Information will be shared with these agencies and organizations as needed for the timely completion of investigative and protective actions following established policies and procedures concerning release of patient medical information.

e. The parties agree that they will work collaboratively with each other to carry out the work outlined in this document and will assign lead staff from each organization to meet regularly to assure smooth operation of services at the FCC, to problem solve and address issues that interfere with efficient, effective and compassionate care to the children served through the FCC.

f. The parties agree that all staff providing health care services at the FCC shall adhere to the DDHS FCC Policies and Procedures, including all policies and procedures with respect to confidentiality and other operational issues.

g. The parties agree that all staff providing health care services at the FCC shall meet all necessary and appropriate licensing and credentialing requirements.

h. DDHS will provide the space for the medical clinic and associated offices. In addition, DDHS will provide all maintenance and janitorial services required in these areas.



i. DDHS will provide financial support for the provision and maintenance of all utilities (electricity, heat, and air conditioning), telephone, copy machines, fax machines, computers, office supplies, and other administrative support as agreed to by DDHS.

1.2 Payment Mechanism. Subject to Section 1.2(e) below, the City's Department of Human Services will purchase from the Authority the services described in 1.1 in an amount to be purchased in accordance with the following formula:

a. The Authority shall prepare an expenditure and a revenue budget request for support provided to this program, in accordance with the City's budget calendar. The Authority agrees to complete an annual time study and have further discussions regarding the improvement of financial reporting and financial analysis.

b. The estimated amount of City payment for the next fiscal year will be calculated as follows:

(i) The sum of total budgeted expenditures shall be included in the estimate;

(ii) The total from (i) will be adjusted downward by the sum of total budgeted revenues.

c. The Authority and the City will agree upon the estimated City payment for any given fiscal year in accordance with the City's budget calendar for that fiscal year.

d. The Authority shall invoice the City on a monthly basis for the cost of services provided pursuant to section 1.1, net of any reimbursement received for that month from Medicaid or other sources. In the event that reimbursement received exceeds the cost of service for that month, the overage will be carried forward to the next month to fund the FCC related service. In the event that a surplus exists at the end of a fiscal year, the surplus will be carried forward to the next fiscal year to fund necessary FCC related services. If this service is discontinued, any surplus existing at the time of the discontinuance will be returned to the City.

e. The City's obligation to make payments pursuant to the terms of this Agreement shall be contingent upon such funds being appropriated and paid into the City Treasury and encumbered for the purposes of this Agreement on an annual basis by the City.

The City and the Authority agree that the annual estimated payment for services as shown in B-2 1.1 a. (i), B-2 1.1. a. (ii), and B-2 1.1. b for Fiscal Year 2013 is \$284,855. In addition, the City shall pay estimated amount of \$86,245 for the services described in paragraph B-2 1.1.a. (iii). Budget line items within B-2 may be modified by the written approval of the Manager of the Denver Department of Human Services as long as no budget line item modification causes the budget amount in B-2 to exceed the total payment amount for B-2. The total payment amount for B-2 services in Fiscal Year 2013 shall not exceed \$371,100. The calculation is shown on page B-2-6.

However, the City reserves the right to reduce the amount to be paid and the services to be provided during 2013 based on declining residential census, reductions in census driven revenue generation, and changes in service needs. Any such reductions during the contract year would not exceed 25% of the total medical contract, and would apply only to medical services provided by Denver Health to the Residential Treatment Facility, and not to the child abuse and neglect intake medical services provided by the Denver Health medical team. If this reduction becomes necessary, the City will provide ninety days' notice before reductions are implemented; this 90 day period would begin after a meeting of the DHS Managers of Youth and Community Support Services and the Family Crisis Center, and Denver Health Director of medical services at the FCC and the Director of General Pediatrics.

f. The Authority will bill third party payors on behalf of the FCC.

1.3 Specific Time Frame for Performance. Clinical Services provided to the FCC are a non-core service as defined in the Operating Agreement. The service will be part of the annual operating contract for services between the City and the Authority.

1.4 Performance Criteria.

a. Examination of Children in Shelter Placement.

- (i) All children in residence at the FCC will be examined at the FCC, Monday through Friday, by a consistent team of medical practitioners with expertise in the field of child abuse and neglect. The medical staff will also provide episodic care for these children as needed.
- (ii) All children placed in out of home care by DDHS for abuse and neglect will be examined as soon as possible at the FCC, Monday through Friday, by a consistent team of medical practitioners with expertise in the field of child abuse and neglect.
- (iii) Emergency, after hours assessments will be performed as needed by the physicians at the Denver Emergency Center for Children or Emergency Department 24 hours/day, 7 days/week.

b. Child Abuse and Neglect Consultation

- (i) Medical evaluations for purposes of assessing child abuse or neglect will be performed upon the request of Human Services at pre-established locations agreed upon by both parties. These evaluations will be performed within time frames established by program administrators from Human Services and the Authority. These time frames will include a plan for responding to urgent requests.

- (ii) Results of all medical assessments of possible abuse/neglect will be communicated to the referring social worker from Human Services at the completion of the exam in order that decisions about protective action may be made in a timely manner.
- (iii) Any disagreement between medical staff assigned under this contract and Human Services' staff regarding the need for a medical assessment, will be addressed at the monthly meeting of the FCC management team, which has representatives from the Authority, DHS, law enforcement, and the DA's office.

c. Court Testimony. Medical staff assigned under this contract will provide expert court testimony at the request of the District Attorney, City Attorney or Department of Human Services in regard to children evaluated by the medical staff. This includes the expectation that the experts will make themselves available to the legal staff of the District Attorney's office and the City Attorney's office to discuss testimony and to prepare for trial or other contested hearings. The expert will also need to testify in trials, termination hearings or other contested matters. The expert will accept subpoenas from the City Attorneys by fax and will sign waivers of personal services as needed.

Denver Health and Hospital Authority: Family Crisis  
 Year 2013 Budget Final

Cost Center	Personnel	Supplies & Services	Capital	Other Funding Source	TOTAL
Family Crisis	713,195	7,084	-	(349,179)	371,100
<b>TOTAL Family Crisis</b>	<b>713,195</b>	<b>7,084</b>	<b>-</b>	<b>(349,179)</b>	<b>371,100</b>

**B-3 Expert Witnesses – added to miscellaneous services in Appendix B-11**

## **B-4 Center for Occupational Safety and Health (COSH)**

### **1.1 Occupational Health & Safety Services:**

a. Statement of Purpose: The goal of the City's Workers' Compensation program is to provide high quality medical care to its injured workers in an efficient, cost-effective manner, enabling employees to recover from their injury and return to work as soon as medically reasonable. It is also the City's goal to provide quality medical care for other employment-related medical services.

b. Partnership: In partnership with the City, the Authority shall manage the Denver Health portion of the Occupational Health Services for the City, which is a critical part of the City's workers' compensation program and employment-related medical programs. The City has set a goal of reducing its workers' compensation costs by 10% in 2013. The partnership between the City and the Authority to achieve this goal will allow each partner to share in the medical cost savings realized by this joint effort.

c. Workers' Compensation Services. The Authority shall, when chosen by the injured worker:

(i). Provide initial evaluations of occupational injuries or diseases and infectious and toxic exposures for all City employees, except in conflict of interest cases. The initial evaluation report shall include a complete and thorough, unbiased history and systems review with regard to causation, which is defined as whether the mechanism of injury is consistent with the reported accident, exposure, or job duties of the City employee. The report of each evaluation shall include time-defined, goal-oriented medical care and treatment plans that return the employee to work as soon as medically reasonable.

The initial evaluation shall contain a specific statement addressing the physician's opinion on causality. In this statement of causality, the physician shall explain the link between the mechanism of injury, the patient's complaints and the work duties of the patient with a reasonable degree of a medical probability as required by Colorado state law. If further information such as a description of work duties, witness statements, etc. is required to evaluate causality, the physician will indicate this in his/her statement of causality. The physician will readdress causality in the 45 day report.

(ii). Manage the medical care provided by all physicians by whom treatment is provided to City employees, whether these services are directed (a) by the Center for Occupational Safety and Health (COSH), or (b) by a physician, clinic or provider to whom the employee has been referred by the COSH.

(iii). Communicate effectively with all persons in the City with whom communication is necessary for the management of its employees, including but not limited to the Risk Management Office, the City Attorney's Office, and managers and supervisors of the various agencies and departments.

(iv). The management of the list of Specialist Consultants will follow the guidelines as per the City Ordinance that is current at the time. In non-emergent situations, when the Primary Care Physician at the Authority believes that the best interests of the City employee will be met only by utilizing a Consult Specialist not on the Level II Provider list, a written request of medical necessity is required. The submission of a written request of medical necessity by the Primary Care Physician at the Authority to the City does not presume approval by the City. Authorization must be granted by the City for this referral.

d. Non-Workers' Compensation Services. The Authority shall:

(i) Provide non-workers' compensation-related medical services as requested by the City, including but not limited to post conditional job offer and fitness for duty evaluations and employee health evaluations, administer programs for hearing conservation, selected aspects of infection control, immunization, respirator clearance, special medical surveillance, and assessments for exposure to lead and asbestos as identified on page B-4-12.

(ii) Provide drug and alcohol testing services described in Section 1.3 as requested by the City.

(iii) Selection of Workers' Compensation Designated Authorized Treating Physician:

(1) Should an injured employee provide appropriate notice to the City of either initial selection of, or change in the selection of, a designated authorized provider to a provider other than the Authority, and thereafter the Authority is notified by the City of the selection, the Authority shall (within seven calendar days from receipt of the City's notice) make available to the newly designated provider all pre-employment information as well as any previous work related medical records. If a change occurs, at the time of the initial visit with the newly authorized treating physician (other than the Authority) the relationship between the Authority and the employee shall be terminated.

(2) Should an injured employee provide appropriate notice to the City of initial selection of, or change in the selection of, the Authority the newly designated authorized provider, and thereafter the Authority is notified by the City of the selection, the Authority shall promptly proceed to provide Workers' Compensation services to the injured employee and related services to the City in accordance with the provision of this Section 1.1.

e. Quality of Service: All medical services, including written reports resulting from post-conditional job offer and fitness for duty evaluations shall comply with applicable federal, state, and local law, including the Americans with Disabilities Act. Reports shall be completed and returned within five (5) working days of evaluations, provided all pertinent medical records have been received, but in no instance more than 10 working days following the evaluation. If records have not been received within 10 working days following the evaluation, the report will so indicate and state that the evaluation cannot be completed.

f. Releases: The Authority shall provide a written release to all claimants,

employees, or candidates consistent with applicable state and federal requirements. Once it has obtained a fully executed release, the Authority shall immediately forward all work related medical information in its possession to the City. If additional records are required for medical treatment purposes by COSH, it will obtain a medical release. If the City requires additional medical records, it will obtain an additional release.

g. Fees for Service: All such medical services, including written reports resulting from post-conditional job offer and fitness for duty evaluations, shall be provided at the fee agreed upon for each such service, reflected in the attached schedule, and no additional charges for transcription costs, personnel costs, administrative costs, and other such costs shall be billed to the City. This does not prevent the City from purchasing these services from other vendors.

h. Pilots: As long as there is no conflict with existing law, the City intends to explore alternatives in occupational medicine and cost containment through the implementation of pilot programs with other occupational clinics. The goal of these pilots is to identify best practices and improve the quality of the City's program. The Authority is not responsible for medical oversight or management of claims provided in the pilot programs.

i. Notice to Terminate: Either party shall provide 120 days written notice to cancel the workers' compensation services provided pursuant to the operating agreement.

j. Definitions:

(i). "Workers' Compensation encounter", as used in this Appendix, shall mean an initial appointment, follow-up, or contact at or with the COSH or other Authority facility directly relating to the work-related injury, disease, or exposure.

(ii). "Non-Workers' Compensation encounter", as used in this Appendix, shall mean medical service provided to a City employee relating to employment but not arising out of a work-related injury or disease.

(iii). "Occupational Health Services", as used in this Appendix, means Workers' Compensation and Non-Workers' Compensation services.

1.2 Specific Time Frame for Performance: Occupational Health Services provided at the Authority for City employees are a non-core service as defined in the Operating Agreement. The service will be part of the annual operating contract for services between the City and the Authority.

1.3 Drug and Alcohol Testing: Pre-employment, random, post-accident, reasonable suspicion, return-to-duty, and follow-up testing will be performed for employees as required by the U.S. Department of Transportation or Executive Order 94 and §8-42-112.5, C.R.S., as amended. The determination of whether to use the procedures, standards and requirements under state and local law (Executive Order 94 and §8-42-112.5, C.R.S.) or federal law (U.S. Department of Transportation rules and regulations) shall be made by the City and shall be elected by the City at the time the request for testing is made for the particular employee. The City will generate the lists of employees for random drug testing and refer these employees to the Authority or another provider for testing.



a. All Authority personnel handling the City alcohol or drug-testing program under the Department of Transportation (DOT) rules and regulations, including but not limited to, sample collectors and medical review officers, shall be trained in accordance with the DOT regulations.

b. Specifically, all breath collection, urine collection personnel, and medical review officers shall complete their initial, refresher, and any required error response training as set forth in 49 C.F.R., Part 40, before working on any City employees' DOT samples. Each DHHA employee required to attend the training shall maintain documentation evidencing completion of the training and have it immediately available for inspection.

c. All breath collection, urine collection, and personnel and medical review officers shall comply with and follow all DOT rules and regulations regarding CDL alcohol or drug testing for the City. The results of alcohol or drug testing conducted in connection with an alleged work-related accident shall be provided to the City immediately without a release provided this complies with federal and state law and a sample is preserved and made available to the worker for purposes of a second test pursuant to §8-42-112.5, C.R.S.

d. Prior to verifying a positive, adulterated, substituted, or invalid test result, medical review officers, shall contact the person who provided the sample as required by the U.S. Department of Transportation and set forth in 49 C.F.R., Part 40, Subpart G, but not longer than 48 hours, after notification of the test result. Medical review officers shall make at least three attempts to contact the sample provider over the first 24-hour period and must use the designated employer representative if needed to bring about this contact. Once contact has been made or it has been determined that contact is futile, medical review officers shall verify the test results as soon as possible, but not to exceed ten days from the date of test result notification.

e. The Authority shall pay directly, or reimburse the City, for any fines levied against the City by the U.S. Department of Transportation that are the result of the Authority's failure to meet the performance criteria established in this Section 1.3, or the Authority's failure to meet any DOT rules and regulations.

f. Where drug or alcohol tests are performed in workers' compensation cases, the Authority shall collect and maintain a split sample of urine collected from the employee for purposes of the test. The split sample shall be made available to the employee or his/her representative for testing at the employee's expense pursuant to § 8-42-112.5(1), C.R.S. The Authority shall maintain split samples as per DOT rules and regulations. In the instance of a workers' compensation claim by a City employee, the authority shall maintain split samples up to three hundred sixty-five (365) calendar days following the date of collection.

#### 1.4 Workers' Compensation Managed Medical Care, Evaluations, and Treatment.

a. Best Practice: In addition to the requirements described herein, managed care services shall mean "Managed Care" as defined in the Workers' Compensation Act of Colorado, Articles 40 to 47, Title 8, Colorado Revised Statutes and the rules promulgated pursuant thereto

(Act). "Case Management" as defined in the Act shall be provided by the City, if it so chooses. Recognizing that managed care is an industry best practice, the Authority shall medically manage all workers' compensation cases utilizing standards that include the assessment and preparation of a Progress Report as follows:

(i). Initial Report/Memo: Except in first aid injuries defined in b(iii) (2) of this section 1.4, every claim for a new injury or occupational disease shall contain an initial narrative dictated report/memo by the initial evaluating physician. The initial report/memo shall address all elements of the Progress Report contained below.

(ii). Progress Report: Beginning January 1, 2005, each new case shall be reviewed in its entirety not less than every 45 days. Each such review shall be memorialized by a "Progress Report" to the medical file setting forth all new medical and personal information gathered from the patient and/or from therapists, physicians, and other health care providers. The memo shall address the following:

(1). For every case, for each diagnosis and for each area of the body undergoing treatment, there shall be a statement considering and evaluating the causal relationship between the diagnosis and the need for treatment as it relates to the work-related injury or disease.

(2). In every case, an initial treating physician shall take a detailed history with respect to each diagnosis regarding any and all preexisting conditions that may impact the patient's recovery and that have or may combine with or contribute to the patient's symptomatology. In each instance where preexisting conditions are present an Initial Report described in subparagraph 1.4a. (i) shall include a reasonable assessment of the relative responsibility for current symptoms between preexisting conditions and the work-related injury or occupational disease to establish a baseline of causation.

(3). The detailed history shall be in a format and on a form, "Patient Initial Workers' Compensation Injury Questionnaire" (PIWCIQ) approved by the City and shall be automatically transmitted to the Workers' Compensation Unit ("WCU") with each injury or occupational disease along with the "Employee Work Injury Report".

(4). All inconsistencies in the subjective complaints and the objective medical evidence of the patient shall be documented in the Progress Report and evaluated as it relates to the employee's complaints and the need for additional treatment.

(5). The physician shall assess and report in the Progress Report whether current medical efforts are consistent with the Workers' Compensation Medical Treatment Guidelines and whether the patient is improving, and whether current treatment should be continued and for how long.

(6). The Progress Report shall also contain a projection of the care and treatment to be provided for the next 45 days with a statement of goals, which goals shall be reviewed at the time of the next file review.

(7). The Progress Report shall further indicate whether the goals identified in the last memo were met, and shall state and consider all treatment options, the efficiency of said options available to the patient, and shall evaluate future treatment based upon the patient's response as well as the cost effectiveness of treatment.

(8). In all cases in which the COSH provider has made a referral to a specialist, the COSH provider must obtain the specialist's report, provide a copy to the WCU, and have such report available at the time of any follow-up appointment at the COSH with the injured employee and at the time of the review. All such reports shall be provided to the WCU within five (5) business days unless otherwise required herein.

(9). For cases referred to consultant specialists prior to January 1, 2005, the City will notify the COSH of the cases that require progress reports. The COSH will modify its agreements with the consultant specialist that will include a requirement that they prepare progress reports as established in this Appendix. The COSH will review the progress reports, provide the report to the WCU and advise the adjuster on its recommendations based on the progress report.

(iii). Delivery of Progress Report: The Progress Report shall be provided to the City's Risk Management Office within five (5) business days of each mandatory review.

(iv). Treatment Plan: In those cases in which the COSH retains the function of primary care/authorized treating physician without any physician referrals outside of the COSH and in all other cases in which the Authority is acting as a gatekeeper, a time-defined, goal oriented initial treatment plan in accordance with treatment guidelines and acceptable practice standards shall be included as part of an initial medical narrative report referred to in section 1.4(a) (i) above. The plan must include an estimated date of maximum medical improvement (MMI) as the term is defined under the Act. The plan must be reevaluated and reported in the method required for the initial plan until MMI is obtained. If a referral to a specialist physician has been made or diagnostic testing done, the initial treatment plan and all reviews shall contain information on how the specialist treatment or diagnostic testing will effect treatment. COSH staff will meet with the City nursing program manager every forty-five (45) days to review treatment plan effectiveness.

It is recognized that the Authority does not relinquish its responsibility as gatekeeper, for injured employees who have chosen the Authority as their designated provider, by referring a City employee to a Specialist.

The City reserves the right to request an explanation of medical necessity for any care not deemed reasonable and necessary, or related to the injury or consistent with the Treatment Guidelines from the Primary Care physician at the Authority as outlined in Section 1.4.a.(ii)(8).

(v) At the City's discretion a random audit of any initial reports, progress reports, 45-day progress reports and treatment plans may be performed. These audits will consist of 10% of the number of reports prepared in the previous month. This audit will evaluate for correct format as per the operating Agreement Appendix B-4, Section 1.4.a. In addition, evaluation of appropriate

follow up of 45-day reports, evaluation of patients for causality in initial reports and adherence to treatment guidelines will be made by auditors. Arrangements for access to those records must be made a month in advance and that access to the records must not disrupt clinical operations. Authority will receive a copy of the auditor's report

b. Operational Procedures and Requirements.

(i). Treatment of Non-Emergency Injuries: For non-emergency injuries reported during regular business hours initial evaluation for all City employees shall be performed the same day the injury is reported. For non-emergency injuries reported at other times, City employees shall receive initial treatment at the Authority's Emergency Department but shall receive any necessary follow-up treatment at the COSH on the next business day during which the COSH is open. COSH will continue to review hours of operation and adjust the hours depending on customer needs.

(ii). Conflict Patients: The parties agree that City employees in the Risk Management Office and the City Attorney's Office who handle workers' compensation claims present a conflict of interest and will be treated by medical staff outside of the Authority system.

(iii). Physician and Physician Extender Requirements / Reporting: All COSH providers shall meet the following criteria:

(1). All physicians associated with or treating employees through the COSH shall be level II accredited by the State of Colorado Division of Workers' Compensation (DOWC). All physicians employed by the Authority providing services to injured City employees must be credentialed in accordance with Denver Health Medical staff policy.

(2). All initial evaluations, consultations, treatments, examinations, or visits for injured workers for new dates of injury or in reopening cases shall be performed by a licensed physician as defined by the Act; except that a physician extender may be used in first aid injuries, which are defined as injuries not requiring follow-up treatment, permanent impairment, referral to a specialist or other provider, time off of work, or restrictions or modification in work performance. Regardless of whether a physician or a physician extender has performed the service, a level II accredited physician must complete a DOWC M164 or other document as may be required by the DOWC, along with a dictated narrative report.

(3). In all cases requiring multiple visits, every third visit must be a DOWC level II accredited physician. In all subsequent visits, a physician's report or record of visit must be completed and signed by a DOWC level II accredited physician.

(iv). Records: All records (charts) maintained or received by COSH in connection with each workers' compensation claim, including but not limited to the dictated medical reports and medical notes, shall be provided to the WCU within five (5) business days of the service by COSH, or receipt from some other source, and all such documents, including the detailed history, shall be maintained in the patient's chart.

(v). Authorization and Notification: All COSH providers shall obtain prior actual authorization for services, including referrals, in all cases involving stress, mental or emotional, psychiatric or psychological issues, secondary employment, questionable course and scope issues, a previously closed claim, aggravations of a previous injury whether on or off the job, occupational exposure claims in any case in which the injury/disease is not normally seen in the workers' compensation arena in the provider's experience, and when required by Rule 16 of the Workers' Compensation Rules of Procedure or the medical treatment guidelines, or as instructed in writing by the City's Director of Risk Management subject to the provisions of C.R.S. 8-43-503(3) which bar an employer or insurer from dictating to any physician the type or duration of treatment or degree of physical impairment. However, pursuant to C.R.S. 8-43-503 (3), nothing in this subsection (3) shall be construed to abrogate any managed care or cost containment measures authorized in articles 40 to 47 of (Title) 8. The OSCARLINK on-line system shall be utilized for medical authorizations and referrals. Leaving a voicemail message is not acceptable as an attempt to obtain authorization. Immediate contact with one of the adjusters, the adjuster workers' compensation supervisor, the medical case manager, or the Director of Risk Management is possible in the vast majority of instances, should OSCARLINK not be available.

(vi). Notice of Contest: In the event that the City files a Notice of Contest on a case initially evaluated and treated at the COSH or other Authority facility, the WCU shall inform the COSH within 24 hours of the filing of a Notice of Contest. The information shall include written instructions regarding any follow-up care. In those instances in which a Notice of Contest has been filed and the City has instructed the COSH to continue treating the employee, the Authority will be paid by the City while such treatment is authorized. The City may choose to discontinue authorizing medical treatment at any time, and will notify the COSH in writing within 24 hours.

(vii). Specific Information Requests: All providers at the COSH and the Authority shall respond to requests from the City for specific information within five (5) business days. Such responses must be typed unless otherwise agreed upon by the requestor.

c. Referral Process.

(i). As one of the initial designated providers for the City, the COSH shall, in partnership with Risk Management of the City, maintain a list of consultant specialists for referral purposes. The COSH shall enter into a written agreement with each consultant specialist to whom it refers City employees. The City shall be provided with a copy of all agreements and related rules as provided in Denver Revised Municipal Code (DRMC) Section 18.309, which the City must approve. Each agreement shall include the same quality assurance standards and performance criteria that the City requires of the COSH. If in the opinion of the COSH or the City a specialist fails to meet the quality assurance standards and performance criteria as determined by the COSH and the City's Risk Management Department, the specialist shall be removed from the referral list. Once the COSH removes a consultant specialist from the list, the COSH shall not refer any City employees to that consultant specialist. The list of Specialist Consultants for referral process will follow the City Ordinance that is current at the time.

(ii) All physicians, including those at the COSH, physician extenders, and consultant specialists authorized to treat the City's employees shall render their services consistent with this Agreement, including but not limited to community standards and quality assurance measures in 1.4.a(i); (ii) (1) to (7); (iii); (iv); and b.(iii). It shall be the responsibility of the COSH, except when not acting as the City's designated provider, and the City, individually and jointly, to maintain and enforce all best practice standards and quality assurance measures for all physicians, physician extenders, and consultant specialists. In addition, the Primary Care Physician at the Authority shall be responsible for reviewing all Specialist recommendations for adherence to the Colorado State Medical Treatment Guidelines.

(iii). COSH shall review the performance and adherence to quality standards of any consultant specialist upon request of the City Director of Risk Management.

(iv) COSH shall review the performance and adherence to quality standards of any COSH clinic physician upon request of the City's Director of Risk Management.

(v). In acting as the initial designated provider or seeing an injured employee in the first instance after an emergency room visit, physicians at the COSH shall act as primary care physician/authorized treating physician as those terms are used in the Act. In all instances in which the COSH refers the injured employee to a consultant specialist for treatment and evaluation, that physician must be a DOWC level II accredited physician unless otherwise agreed upon by the City and COSH.

#### 1.5 Reporting.

a. Annual Report: The Authority will provide an annual report by May 1 of the year following the year being reported on, which includes performance statistics for the year just ended and the two previous fiscal years relating to the services provided to the City under this Appendix B-4. The report shall include, but not be limited, the following items for City employees:

##### Workers' Compensation Encounters:

- Initial visits;
- Follow-up visits;
- Emergency room visits;
- Number of referrals;
- Average time from initial treatment to maximum medical improvement

##### Non-Workers' Compensation Encounters:

- By Agency or Department as identified in Schedule B-4 on page B-4-12;
- Other services as requesting in the prior contract year.

b. Performance Criteria Review: As part of the medical management process identified in section 1.4 of this Appendix, the COSH, on an ongoing basis, shall conduct a performance criteria review of the services provided by a consultant specialist as indicated in his/her file for each City

employee for whom the physician has an open file based on an COSH referral. The COSH shall provide the completed reviews, including all raw data, to the Risk Management office quarterly at the end of the quarter in which the review was performed.

In addition, the Authority and City will jointly identify and expand the performance statistics measured and provided by the clinic for work related injuries to identify areas of improvement.

c. Other Requested Reports: COSH shall provide such other reports as requested by Risk Management office to quantify services and workloads, evaluate performance, and identify achievement of best practices.

#### 1.6 Enforcement and Compliance.

a. Audit of Workers' Compensation Files: At the City's expense and discretion a quarterly random audit of workers' compensation medical files may be conducted by an independent, outside party to ensure compliance with the requirements of this Appendix, as well as the Act and other governing laws, rules, and regulations. The number of files reviewed should be equivalent to the average of new claims filed each week for the previous calendar year. A checklist of requirements based upon this Appendix and the requirements under the Act shall be developed by the City. If the auditor needs access to charts held by the Authority, arrangements for access to those records must be made a month in advance and that access to the records must not disrupt clinical operations. The results of these audits will assist the City in determining the level of quality in the services it is purchasing from the Authority under this appendix and to what extent the Authority has acted in partnership with the City to reduce the overall costs of the City's workers' compensation program while providing City employees with the high quality medical care.

1.7 Payment Mechanism: To the extent City employees receive services described in section 1.1 of this Appendix from the Authority, payment for said services shall be as follows:

a. Workers' Compensation Payments: For patient encounters classified as "workers' compensation encounters", as defined herein, the Authority shall charge the City based only upon the fee schedule defined in the State of Colorado Workers' Compensation Act, which shall include all costs of providing services, including but not limited to transcription costs, overhead, personnel, administrative cost, and other such costs. The City shall reimburse the Authority at 90% of the fee schedule. The Authority shall submit individual patient bills to the Risk Management Office or other designated location.

(i) All bills for service by the Authority shall be submitted to the WCU within sixty (60) days immediately following the service and must have attached to them a copy of the supporting documentation of service, including a report of service, copies of all diagnostic procedures and results, and any other supporting documentation. All bills must be on forms and contain all information required pursuant to the Act. All bills for services rendered prior to October 1 must be submitted on or before December 31 of the same fiscal year or the City will not pay them. The Authority may request the Director of Risk Management for an exception to this requirement, which the Director may grant upon a showing of good cause.

(ii). Savings Sharing: The intent of the City is to effectively manage the medical components of its workers' compensation program and provide high quality medical care to its employees in the most cost effective manner. To achieve its stated goal for 2013 of reducing its workers' compensation costs by 10%, the City will implement an incentive program to share savings resulting from COSH's skilled medical management and case coordination and oversight, subject to annual appropriation, payable in the following City fiscal year. Based on the estimated cost for 2012 a 10% savings will be approximately \$356,054.

(a). For the purpose of determining the savings to be shared with the Authority pursuant to the section 1.7(b)(ii) (the "Shared Amount"):

(1). The "target average cost per claim" shall be determined annually and stated in this section. The calculation shall (a) first exclude any workers' compensation claim over \$100,000 in a given year, and then (b) average the costs of all remaining claims over the base period. For 2013:

The base period is 2007-2011

The inflation factor is 3.5%

The target average cost per claim is \$3,069

For 2013, the actual average cost per claim shall be compared to the target average cost per claim.

(2). "Cost savings" shall be determined by comparing the actual total medical cost for 2013 with the actual total medical cost for 2012, excluding any savings realized through any Pilot programs pursuant to Section 1.1.h. of this Appendix.

(3). The determination of average cost per claim and cost savings will be determined by mutual agreement of the City's Risk Management Office and the Authority.

(b). The Shared Amount shall be determined as follows:

(1). If the Cost Savings are less than the 10% goal, the Shared Amount shall be 20% of the incremental Cost Savings.

(2). If the 2013 actual Average Cost Per Claim is (a) less than the target Average Cost Per Claim and (b) the Cost Savings are equal to or greater than the 10% goal, the Shared Amount shall be 20% of the incremental Cost Savings equal to or greater than the 10% goal plus 20% of the Cost Savings below the 10% goal.

(c). The City shall pay the Shared Amount of savings no later than June 1, 2014.

b. Non-Workers' Compensation Payments: The Authority shall prepare a schedule of non-workers' compensation fees and deliver to the City's Risk Management Office, according to the



City's budget calendar. For patient encounters classified as non-workers' compensation encounters, as defined herein, the Authority shall charge the City based on the schedule of fees for services attached, Schedule B-4 on page B-4-12.

(i). The Authority shall submit a bill to the City's Risk Management office within 30 days after the first business day of the month for non-workers' compensation services provided the prior month. Each invoice must be accompanied by a report breaking down the encounter and itemizing services provided by the name of employee or applicant, date of service, service type, and identifying department or agency utilizing services for the month just completed. Upon receipt and review of each monthly invoice, the City will authorize payment, subject to resolution of any disputes over the invoice.

c. Appropriation Contingency: The City's obligation to make payments pursuant to the terms of this Appendix shall be contingent upon such funds being appropriated and paid into the City Treasury and encumbered for the purposes of this Appendix on an annual basis by the City.

Denver Health and Hospital Authority

**OHSC 2013  
FEE SCHEDULE FOR NON-WORKERS' COMPENSATION SERVICES**

Description of Service	2013 Per Service Fee
<b>PHYSICAL EXAMS</b>	
Post Conditional Job Offer Physicals .....	\$ 135.00
Senior Utility Workers - Post Conditional Job Offer Physical with Range of Motion and Strength Agility Exam.....	\$ 190.00
Pre-employment PT/OT Exam .....	\$ 95.00
Civil Svc Post Cond Job Offer Physical with Range of Motion (includes CBC and Metabolic panel) - Police/Fire Cadets	\$ 249.00
DOT Physicals (renewals) .....	\$ 80.00
DOT Physical Follow-up (routine) .....	\$ 40.00
DOT Physical Follow-up (complex) .....	\$ 65.00
DOT Physicals (new) with drug screen .....	\$ 260.00
DOT drug screens .....	\$ 180.00
Combined Post Offer & DOT Physical	\$ 180.00
Hazmat physicals (includes CBC, Metabolic Panel, Lipid).....	\$ 265.00
Respirator use Medical Exam / Hazmat Exposure Physical Exam	\$ 106.00
Medical Review of OSHA Questionnaire	\$ 53.00
Fit for Duty .....	\$ 125.00
Disability Retirement (Without Physical).	\$ 57.00
Disability Retirement Physical	\$ 180.00
<b>OTHER SERVICES</b>	
DPD Firing Range Surveillance Exam (includes Audio, CBC w/DIFF, BUN, Creatinine, Blood Lead, ZPP)	\$ 267.00
Lead Exposure Exam (includes Blood Lead, ZPP, CBC w/DIFF, BUN, Creatinine)	\$ 236.00
Breath alcohol test .....	\$ 27.00
Rapid Drug Screen	\$ 35.00
Hearing screening .....	\$ 31.00
Vision test .....	\$ 25.00
Occupational Health Provider (Time Charged Per Hour)	\$ 129.00
Impairment Exam By Treating Physician Per rule 18 Fee Schedule, DOWC	\$ 355.00
Respirator Fit Test Qualitative	\$ 52.00
Respirator Use Training	\$ 31.00
Respirator Training & Qualitative Fit Testing Combined	\$ 71.00
Requested drug screen (XO 94) .....	\$ 180.00
<b>IMMUNIZATIONS</b>	
Hep B Shot (per injection) .....	\$ 80.00
Flu Shot .....	\$ 25.00
PPD .....	\$ 25.00
Two Step PPD	\$ 30.00
MMR Vaccine	\$ 80.00
Notables:	
1) Other services/ procedures will be provided as medically required and will be billed by applying the appropriate cost to charge ratio to the current hospital charge for that service or on an agreed upon price.	
2) Drug screen cost does not include medical record (MRO) services. These are billed at the COSH MRO provider rate.	
3) 2013 Fee for Service - Volume sensitivity model based on competitive pricing, using year to date COSH volume.	

## **B-5 Acute and Chronic Health Care at Denver County Jail and Downtown Detention Center**

### **1.1 Provision of Medical Services:**

a. **Scope of Services.** The Authority shall oversee and provide the City with onsite medical services at the Denver County Jail and Downtown Detention Center (“DDC”), including physical examination, dental examination and x-ray (dental x-ray only at DDC), pharmacy, TB screening program, first aid for jail employees, inmates, and visitors, behavioral health care, mental health assessments, radiology (radiology only at DDC), long term intravenous antibiotics (only at DDC), medical oversight of negative air rooms (only at DDC), wound vacs (only at DDC), and EKGs. All acute and chronic medical care as appropriate, dental and mental health services will meet the National Commission on Correctional Health Care (“NCCHC”) standards and American Correctional Association (“ACA”) standards through certification or audit by the City and maintain accreditation.

(i) The Authority will be responsible for issuing all prescriptions and will be open for inspection as requested by the City and the State Board of Pharmacy.

(ii) As set forth in Appendix A-6, the Authority shall be responsible for the development, implementation and ongoing maintenance of a Correctional Care System and Utilization Management Program specific for the Denver City and County offender population, the components of which shall be an Utilization Management Program, with a mission statement, goals and objectives, scope, structure and accountability, medical management process and activities, role of the UM committee and other components as agreed to between the City and the Authority. The UM Program shall also be applied at DDC and the County Jail.

(iii). The Authority shall provide nursing and physician staff as required to meet NCCHC standards which require a written staffing plan to assure that a sufficient number of qualified health personnel of varying types is available to provide adequate evaluation and treatment consistent with contemporary standards of care. The Authority shall review this staffing plan annually. Current staffing will be maintained unless changes are agreed upon in writing by both the City and the Authority.

One physician and one psychiatrist shall be on call twenty-four hours per day, 365 days per year, to answer medical and psychiatric questions related to inmate care. Onsite physician coverage shall be provided at least five (5) days per week, every week at DDC and three (3) days per week at DCJ with hours as appropriate. Scheduling for these onsite visits will take into consideration a time period that does not interfere with other jail activities and is consistent every day. The physician will stay onsite until the inmate referrals are evaluated and treated, and physician charting is completed.

The Authority shall provide qualified medical records staff to operate and maintain a medical records department and pharmacy staff to operate an onsite pharmacy service.

The Authority shall provide a Nurse Manager position or its

equivalent to oversee nursing functions at the County Jail and at DDC.

b. The Authority and the City agree that as it pertains to the areas located at the Denver County Jail, including the DDC, the Denver Health staff located there will be the primary response team for medical emergencies. However, the emergency 911 system shall be the primary response team for medical emergencies occurring in the DDC DUI room, at the courthouse, and in the adjoining tunnel between the DDC and the courthouse.

c. The City and the Authority agree to study the feasibility of billing for services at the jail and at the DDC.

#### 1.2 Authority of the Director of Corrections and Undersheriff.

a. The Director of Corrections and Undersheriff is the official City Representative for Appendix B-5 of this Agreement. Communication between the City and the Authority shall be directed through the Undersheriff or such other representative as the Undersheriff shall designate.

b. All personnel are under the jurisdiction of the Sheriff's Department while onsite at the Denver County Jail ("DCJ") and the DDC for security and security training purposes, but not health procedures. All personnel must comply with security clearance requirements and training of the Sheriff's Department. All personnel must comply with the applicable Denver Sheriff's Department Rules and Regulations regarding security.

#### 1.3 Integration of Psychologist Services:

a. The City currently employs psychologists and other staff classified as diversion and criminal justice officers, in its jail system who provide psychology services to City prisoners, herein referred to as "Psychology Staff".

b. The City and the Authority wish to increase the integration of these Psychology Staff with other jail medical services under the medical supervision and medical oversight of the Authority.

c. The City and the Authority will work together to initiate a behavioral health management team, composed of representatives from psychiatry, medical, psychology, security and classification divisions, who will staff difficult inmates and generate plans to help manage disruptive inmate behaviors.

d. The City and the Authority will integrate staff functions so that the Psychology Staff and Authority staff work as one unified team for the purpose of identifying and intervening in suicide and mental health-related crises.

e. The City and the Authority will initiate a system of documentation and record keeping as follows:

(i) Appropriate and integrated policies and procedures will be developed

consistent with this system.

(ii) A unified health care record will be created which will include all of the psychologists' notes as well as the Authority's records.

f. The City and the Authority will develop a holistic treatment model that incorporates the skills of a variety of mental health disciplines, in order to reduce the extent of maintenance functions now provided by psychiatrists, if feasible, increase methods of inmate health supervision, and provide a range of treatment approaches that can be used effectively with inmates.

g. The City and the Authority will design, review and implement programs that are aimed at inmate re-integration to the community.

h. The existing City Psychology Staff will remain City employees and the following provisions will apply to them:

(i) Supervision of Psychology Staff .

A. The City and the Authority acknowledge and agree that each City psychologist shall be under the direct supervision and direction of whomever Authority management designates as the appropriate supervisor, whether a City Employee or an Authority Employee. The Authority shall be responsible for ensuring that all City psychologists are supervised in a manner which is fully consistent and in conformance with the Career Service Authority system. The Authority shall have the right to require each City Employee to fully comply with the Authority standards of performance so long as such compliance is consistent and in conformance with the Career Service Authority system. However, the Authority shall have the right to take any adverse action against a City Employee which constitutes discipline, including, but not limited to verbal or written reprimands, disciplinary suspension, dismissal, disqualification, and involuntary termination under the Career Service Authority system, only upon prior approval by the City.

B. The City and the Authority shall cooperate and use their best efforts in achieving a consistent application of the Career Service Rules by supervisors to all City Psychology Staff .

C. The supervisor designated by the Authority for City Psychology Staff shall have the right to determine eligibility and the amount of merit increases, promotions and demotions for such psychologists in accordance with Career Service Rules but only with the prior approval of the City.

D. The Authority shall have the right to establish work schedules, including overtime and standby schedules, and the granting of leaves as set forth in Career Service Authority Rules, for City Psychology Staff in accordance with Career Service Rules.

(iii) (ii) No Discrimination Against City Psychology Staff . The Authority shall not discriminate against any City psychologist on the basis of City employment status. Grievances and Appeals Involving Psychology Staff .

A. If a grievance is filed by Psychology Staff under the Career Service Authority system, the Authority will accept resolution of such grievance according to Career Service Rules as to the Psychology Staff t. The Authority will have the right to fully participate in such proceedings.

B. If a member of the Psychology Staff appeals the outcome of a grievance to the Hearings Officer, or appeals the decision of the Hearings Officer to the Career

Service Authority Board, or requests judicial review of a decision of the Career Service Authority Board or proceeds to bring any claim against the Authority with any state or federal agency or court, the City will defend against such claim on its own behalf and on behalf of the Authority. The Authority will accept resolutions of such appeals and any judicial review of such appeals according to Career Service Rules. If the Authority has legal defenses that are different from or in addition to the defenses available to the City, as determined by the Authority, the Authority will have the right to enter an appearance or otherwise participate fully in such proceeding at its own cost.

C. All costs of any such grievance proceedings and appeals of any kind shall be at the expense of the City using City staff and not outside counsel. The direct costs of the Authority's participation shall be borne by the Authority.

(iv) Supervisor Training.

A. The City agrees to provide training to those Authority supervisors who supervise Psychology Staff regarding the Career Service Authority system concerning grievances, appeals, corrective/disciplinary actions and other matters affecting conditions of employment.

(v) Job Descriptions and Appraisal.

A. The Authority Employees who are supervisors shall (with prior approval of the City), propose and complete job descriptions, performance appraisals, performance evaluations, or similar obligations for Psychology Staff within a timely manner as required by Career Service Rules. The City shall provide, as may be requested from time to time by the Authority, training and consultation services relating to these matters to the Authority Employee supervisors who supervise Psychology Staff .

(vi) Other Services for City Psychologists. The City will continue to perform all administrative and other functions related to employment of the Psychology Staff and shall be the final decision maker on all employment matters.

(vii) Equal Employment/Affirmative Action.

A. With respect to all Psychology Staff, the Authority shall comply with the City's rules, policies and procedures concerning equal employment, affirmative action, sexual harassment and nondiscrimination.

i. Should any Psychology Staff vacancies exist, those vacancies shall be filled by Authority employees and not Psychology Staff.

j. Either the City or the Authority may terminate this section with 60 days written notice to the other.

#### 1.4 Fees and Payment Mechanism.

a. The City shall pay to the Authority an estimated amount of \$9,861,700 for the 2013 Fiscal Year, payable in advance in accordance with the progress of this work as fully documented by the Authority's quarterly invoice. The calculation is shown on the attached table. Amounts paid for services provided in each fiscal year shall be reconciled and adjustments to the amounts to be paid shall be made as described in Section 1.3 b(ii) C and D, below. All invoices to the City shall be delivered to the Undersheriff or his designee. All invoices shall reflect the services to be provided and costs to be incurred during the invoice period and shall be due and payable within thirty (30) days of their receipt. All payments by the City to the Authority pursuant to this Agreement shall be delivered to the Authority addressed as follows: Denver Health and Hospital Authority, Attn. Treasurer, 660 Bannock Street, Denver, Colorado 80204.

b. The City will purchase from the Authority the Sheriff's Medical Services as defined in this Agreement. The amount to be purchased will be in accordance with the following formula:

(i) The Authority shall prepare in accordance with the City's budget calendar an expenditure budget request for Sheriff's Medical Services for the then upcoming fiscal year.

(ii) The estimated amount of City payment for the next fiscal year will be calculated as follows:

A. The sum of total budgeted expenditures.

B. The dollar amount resulting from the calculations pursuant to this section shall be paid, in quarterly installments, to the Authority at the start of the first business day of the months of January, April, July and October of the fiscal year for which the payment is being made. Additionally, any collections received by the Authority, net of the collection agency fee, from or on behalf of any prisoners for which charges have been included in the quarterly report, will be deducted from the amount due the Authority. The Authority will make any adjustment resulting from this calculation to the subsequent quarter's invoice.

C. A reconciliation for the first six months will be performed by the Authority no later than August 31 of each fiscal year for which the payment is being made, to determine if the amount estimated in the prior year is sufficient. In the event that additional funding is needed, a supplemental appropriation will be requested in order to provide the additional funding.

D. A reconciliation will be performed by the Authority no later than May 1 of the year following the fiscal year for which payment is being made, to determine any remaining shortfall or coverage. Subject to the section below, any shortfall in funding will be reimbursed by the City by June 1. Any overage will be returned to the City by June 1 unless the City approves, in writing, the Authority retaining all or part of the overage for other services to the City.

c. The Authority and the City will agree upon the estimated City payment for any given fiscal year in accordance with the City's budget calendar and the requested appropriation for the Authority's services pursuant to this agreement will be submitted for final approval, as part of the City's budget calendar.

d. The City's obligation to make payments pursuant to the terms of this Agreement shall be contingent upon such funds being appropriated and paid into the City Treasury and encumbered for the purposes of this Agreement on an annual basis by the City.

e. The Authority and the City shall cooperatively develop an equitable system of assessing and collecting a medical treatment charge from any person in custody who receives medical treatment that is not required by the City.

1.5 Maintenance, Supplies and Equipment:

a. Cleaning and maintenance of the Infirmary will continue to be provided by the Denver Sheriff's Department. The Sheriff's Department will also clean the medical unit and medical exam and administration rooms.

b. Bedding and clothing for infirmary patients will continue to be provided by the Denver Sheriff's Department.

c. The Denver Health and Hospital Authority will provide medical and office supplies necessary for the provision of medical services. The Denver Sheriff's Department will provide medical messages (kites) forms.

d. The Authority may use existing Sheriff Department capital equipment. The Authority or the City may purchase all equipment after January 1, 1997, as approved and paid by the City. The City will retain ownership to this equipment. The Denver Sheriff's Department has provided the Authority with a list of all capital equipment currently assigned to medical services. No later than June 30<sup>th</sup> of each year, beginning on June 30, 2013, the Authority will complete an annual inventory of equipment and will assume liability for missing equipment if the fault of the Authority. The Authority will be responsible for the maintenance of equipment assigned to medical services. The Authority may use Authority owned equipment in the delivery of inmate medical care.

1.6 Policies and Procedures: Policies for all inmate medical care and requests for inmate medical care shall be documented. Any changes to current policies and procedures shall be approved by the Jail Administrator.

1.7 Reporting Requirements: The Authority shall continue to provide the following reports unless modified by mutual agreement of the parties in the Utilization Management process:

a. Reports and meetings as required by the National Commission on Correctional Health Care and the American Correctional Association;

b. Sheriff's Department Monthly Statistical Report on Medical Activities;

c. Any meetings as deemed necessary by the Jail Administrator or the Health and Hospital Authority.

d. Schedule of health care personnel and specific jail assignments of specific days upon request by the Jail Administrator.

1.8 Ownership, Custody and Access To Records: The Authority shall create and maintain medical records for Denver County Jail and DDC patients. All such medical records shall be created and maintained in accordance with the National Commission on Correctional Health Care (NCCHC) and American Correctional Association (ACA) standards. The City agrees that the medical records will be maintained in an electronic format in a separate jail



medical record system. Additionally, it is understood and agreed that all patient charts, medical files for treatment at Denver City Jail and DDC and other records other than billing, personnel, and time records prepared or utilized by the Authority and its physicians in the course of performing its services under this Agreement are not the property of the Authority or its physicians and shall remain in the custody of the City which shall retain them for at least 10 years, provided however, that the Authority and its physicians shall have full access to such records through the term of this Agreement for the purpose of performing its services hereunder and thereafter, shall continue to have access for the purpose of defending a professional liability action or any audit or claim by an insurer, accreditation organization, governmental agency or other party. Should the City decide to dispose of any such records after ten (10) years, the City shall offer such records to the Authority in writing at least thirty (30) days prior to their destruction. If the Authority accepts such records, they shall become the sole property of the Authority. The medical record can become part of the integrated medical record in the hospital system. Medical records of prisoners of the Denver County Jail and DDC for treatment occurring at Denver Health and Denver Health Medical Center are considered to be the same as any other patient record at Denver Health. The City agrees it does not own any prisoner-patient records or information kept or maintained by Authority health care providers for treatment provided to a prisoner-patient while he or she is not in the custody of the City's Sheriff Department.

For services at the DDC infirmary which require a professional consultation from a provider at Denver Health Medical Center such as radiology, EKGs, and dental x-rays, the Authority may charge the City a professional consulting fee but no facility component charge. The consultation reports for these services shall be the property of the Authority with access for the City's Sheriff Department as provided by law.

The City is responsible for transporting inmate medical records to and from the DDC and the Denver County Jail to ensure the record follows the prisoner to each facility. The City will provide adequate notification as agreed upon by both parties to the Authority health services staff in the jails of prisoners who are scheduled to be transported to another Denver Jail Facility in order to coordinate the transport of the prisoner's medical record. The Authority staff and the City will verify that the medical record of the prisoner is obtained and ready to be transported with the prisoner prior to leaving the original jail setting. The transport of medical records will occur in a secure manner to ensure HIPAA compliance is maintained.

The Authority is responsible for credentialing of all medical personnel providing services under this Agreement. Any records pertaining to credentialing, peer review or similar activities are the property of the Authority.

1.9 Liability and Cooperation.

a. The Authority agrees to be responsible for any and all negligent or wrongful acts or omissions of its officers, employees, doctors and agents arising out of this Agreement. The parties acknowledge that the City and the Authority are insured or are self-insured under the Colorado Governmental Immunity Act, C.R.S. §24-10-101, *et seq.*

b. The Authority agrees that, unless the City or Authority are defending a pending or threatened third party claim, it and all of its personnel who are employed at DDC or County Jail shall fully cooperate in any internal investigations concerning the correctional care facilities or employees of the Denver Sheriff Department undertaken by the City, subject to confidentiality laws and provided that the Authority's legal counsel is afforded the opportunity to be present. If the City or Authority is defending a pending or threatened claim, the Sheriff Internal Affairs Investigators shall be allowed to interview nurses or other Authority personnel who work at the DDC or County Jail by submitting written questions to the Authority. The Authority shall have the nurses answer the written questions in their own words with the assistance of legal counsel. If ambiguities arise during a particular written question, the parties will discuss them as soon as possible to avoid unnecessary delays.

Denver Health and Hospital Authority: Denver Sheriffs  
 Year 2013 Budget Final

Cost Center	Personnel	Supplies & Services	Capital	TOTAL
Sheriffs	8,467,922	1,393,778	-	9,861,700
Sheriffs	8,467,922	1,393,778	-	9,861,700

**B-6 HIV/Aids Drug Reimbursement Option – discontinued.**

**B-7 Newgenesis Program – discontinued.**

**B-8 Best Babies Initiative – discontinued.**

**B-9 Physical and Specialty Examinations for Aid to the Needy and Disabled Determination**

1.1 Agreement to Provide Physical and Specialty Examinations for Aid to the Needy and Disabled Determination:

a. The Authority shall provide appointment slots as needed each week for the City's Department of Human Services (DDHS) to schedule physical examination appointments to make determinations for Aid to the Needy and Disabled (AND). Specialty appointments shall be made as determined necessary by the DHHA provider.

1.2 Payment Mechanism. Subject to Section 1.2(b) below, the City shall purchase from the Authority the services described in 1.1(a) at the rate of \$38.00 per examination. The estimated cost of providing these services in 2013 is \$2000.

a. The Authority shall submit monthly invoices to DDHS indicating the names of clients for whom examinations were performed and the number of examinations. DDHS shall pay the Authority for examinations included in each month's invoice at the rate of \$38 per examination.

b. The City's obligation to make payments pursuant to the terms of this Agreement shall be contingent upon such funds being appropriated and paid into the City Treasury and encumbered for the purposes of this Agreement on an annual basis by the City.

1.3 Performance Criteria.

a. The Authority shall provide appointment slots as needed each week for DDHS to schedule physical appointments for AND determinations.

b. The Authority providers conducting the physical appointments shall provide the appropriate documentation regarding AND determination to DDHS in a timely manner.

## **B-10 Head Start Medical Services**

### 1.1 Agreement to provide medical services to Head Start participants

- a. The Authority will provide certain medical services to City Head Start children.

1.2 Payment Mechanism. Subject to Section 1.2(a) below, the City will purchase from the Authority the services described in 1.1(a) pursuant to a separate agreement between the City and the Authority that describes the rights and obligations of the parties. The parties agree that DHHA shall provide these medical services at cost consistent with the intent of the Operating Agreement.

- a. The City's obligation to make payments shall be contingent upon such funds being appropriated and paid into the City Treasury and encumbered for the purposes of this Agreement on an annual basis by the City.

1.3 Specific Time Frame for Performance. Head Start Medical Services is a non-core service as defined in the Operating Agreement.



## **B-11 Miscellaneous Services**

### 1.1 Agreement to provide additional miscellaneous services

a. Occasionally during the year, the City requires and the Authority agrees to provide additional services, including materials, not specified in this Agreement. The Authority will provide reasonable medical services to the City upon request.

b. (i) In accordance with State statute CRS 18-3-407.5 which requires that the law enforcement agency referring a victim of sexual assault or requesting an examination of a victim of sexual assault pay for any direct cost associated with the collection of forensic evidence from such victims, the City hereby agrees to reimburse the Authority for the costs associated with the collection of forensic evidence of sexual assault victims requested or referred by a City law enforcement agency at the following per exam rates: \$630 for victims and \$210 for suspects, which is the Authority's actual cost.

The City will purchase, prepare, and provide the evidence kits to the Authority. The completed forensic evidence kit will be transported, using proper chain of custody procedures, to the Police Headquarters building.

The City will reimburse the Authority a maximum of \$6,000 annually for the cost of registration and travel expenses for the training of new SANE program nurses. Requests for training must be submitted for approval at least four weeks in advance for any out-of-state travel and a minimum of two weeks in advance for in-state travel. An identified benefit to the Denver Police Department SANE Program must be included in the training request. Reimbursement for travel-related expenses will be subject to Denver Police Department and/or General Services Administration rates for reimbursement.

(ii) The Authority's SANE program nurses will collect and preserve forensic evidence and document the findings of victims of sexual assault. The SANE Program nurses will also conduct evidentiary exams of suspects in sexual assault cases in accordance with established protocol.

The Authority will bill the Denver Police Department on a monthly basis for exams. The invoice must contain all of the following information: date of exam, delineation of victim/suspect, last name and first name initial, medical record number, encounter number, city/county designation, CAD #, General Offense (GO) # and cost. The Authority agrees to provide this service without charge to the victim.

The Authority will be responsible for all training and travel costs above the \$6,000 annual cost for new SANE program nurses reimbursed by the City.

(iii) The Authority will present an annual accounting of costs of the program by the end

of January of the following year. Requests for rate increases must be submitted to the City at least sixty days prior to anticipated date of the rate increase and must be accompanied by supporting documentation.

c. The Authority agrees to provide expert witnesses to the City upon request for purposes of testifying in court and or other formal hearings involving the City.

d. The Authority agrees to provide psychological competency examinations and reports as requested by the County Court. These examinations shall be performed for a per report fee of \$500.00.

e. The Authority will perform legal blood alcohol draws for individuals brought to the Authority Emergency Department by Denver law enforcement. The Authority will follow chain of custody procedures as set forth in Denver Health Policies and Procedures P-2.040. The law enforcement officer will take immediate possession of the specimen in accordance with the policy. The City will pay the Authority \$29.00 per specimen based on the monthly invoice.

f. The Authority has operated a family health center in the Park Hill neighborhood for many years. In order to assist the Authority in carrying out its mission, the City has committed to partially fund land acquisition, construction and equipping of the Park Hill clinic.

(i) Pursuant to an Agreement (the Funding Agreement), the City has agreed to partially fund land acquisition and construction of the Park Hill Clinic. The City's maximum payment obligation for the land acquisition and construction of the Park Hill Clinic over the term of the Funding Agreement will not exceed \$4.788 million. The City's annual contribution is subject to appropriation by City Council and is calculated in accordance with the formula contained in the Funding Agreement. For Fiscal Year 2013, the City's annual payment for its land acquisition and construction contribution to the Park Hill Clinic shall be \$127,900.

g. The Authority is constructing a new Denver Health Primary Care Clinic to serve the Montbello neighborhood due to lack of adequate current capacity to serve this neighborhood's health needs. In order to assist the Authority in carrying out its mission, the City has committed to partially fund construction of the Montbello Family Health Center.

(i) In 2010, the City contributed \$1.29 million to the construction by allowing the Authority to retain the 2009 Operating Agreement surplus.

(ii) In 2010, the City, through the Office of Economic awarded a grant under a separate grant agreement (GE02157) to the Authority in the amount of \$500,000 for architectural and professional costs related to the construction of the Montbello Family Health Center.

(iii) In 2011 and 2012, the City paid \$423,000 each year as a contribution to the construction costs of the Montbello Family Health Center, with the agreement that over the term of three years beginning in 2011, the City's overall contribution would not exceed \$1.27

million in total. The payments were to consist of three annual capital payments of \$423,000. For Fiscal Year 2013, the City's final payment for the Montbello Family Health Center construction contribution shall be \$423,000.

The City's obligation to make these payments pursuant to the terms of this Agreement shall be contingent upon: such funds being appropriated and paid into the City Treasury and encumbered for the purposes of this Agreement on an annual basis by the City; compliance with this Agreement; the completion of the grant and funding agreements referred to above; and compliance with the same grant and funding agreements.

h. The Authority intends to construct a new Westside Clinic or to make improvements to the existing Westside Clinic to serve the west Denver population. In order to assist the Authority in carrying out its mission, the City has committed to partially fund the construction improvements of the Westside Clinic for FY 2012-2013 through some proceeds of the Better Denver Bonds program (the "Westside Proceeds"), pursuant to the terms of the Westside Clinic funding agreement. The City's total contribution for the Westside Clinic through this bond project shall not exceed \$1,400,000.

The City's obligation to make this payment is pursuant to the terms of the Westside Clinic Agreement and shall be contingent upon: such funds being appropriated and paid into the City Treasury and encumbered for the purposes of this Agreement on an annual basis by the City; compliance with this Agreement; the completion of the funding agreement referred to above; and compliance with the same funding agreement.

i. Denver Cares bathroom fixtures renovation-completed.

j. The Authority is remodeling the Lowry Family Health Center to provide additional capacity and improve traffic flow within the site. In order to assist the Authority in carrying out its mission, the City has committed to provide a one-time funding contribution for the remodel of the Lowry Family Health Center pursuant to the terms of the Lowry Family Health Center funding agreement. For Fiscal Year 2013, the City's contribution for the remodel of the Lowry Family Health Center shall be \$300,000.

The City's obligation to make this one-time contribution shall be contingent upon: capital improvement funds being appropriated and paid into the City Treasury and encumbered for the purposes of this Agreement by the City; compliance with this Agreement; the completion of the funding agreement referred to above; and compliance with the same funding agreement.

1.2 Payment Mechanism. The City will reimburse the Authority for the services described in 1.1 based on the direct cost of the services provided.

a. Within thirty days of providing services, the Authority shall send the City an invoice for services provided. The City shall pay for the services within thirty days of receiving a complete invoice.

b. The City's obligation to make payments pursuant to the terms of this Agreement shall be contingent upon such funds being appropriated and paid into the City Treasury and encumbered for the purposes of this Agreement on an annual basis by the City.

1.3 Specific Time Frame for Performance. Miscellaneous additional services will be provided by the Authority in a timely manner after being notified of the City's request. These additional services are a non-core service as defined in the Operating Agreement.

1.4 Performance Criteria.

a. The Authority will provide the City with medical services in accordance with the terms and the standard of care stated in the Operating Agreement.

## APPENDIX C

This appendix sets forth services that the City will continue to provide to the Authority. For all such services, the City will provide prompt and timely service. The City will use its best efforts to produce all work product.

### I. Career Service Authority

A. The Career Service Authority shall provide, for those employees who elect to remain with the city as Career Service employees, all services that it renders to any other city Career Service employee. Without limitation, these services include classification, recruitment, benefits administration, personnel record keeping, management of unemployment insurance claims, employee relations, appeal procedures, layoffs, promotions, transfers, employee recognition programs, flex-cash programs and wage survey consultation.

B. The Authority will reimburse for training received by Authority employees at Career Service at the same rate as charged to city agencies for classes taken by Authority employees that have been approved by Authority management in advance.

C. Monthly payment shall be made on a fixed per capita rate of \$42.25 (calculated on an annual cost of \$507 per employee, divided by twelve months) multiplied by the number of filled permanent full-time equivalent (FTE) employees of the Authority who are under the Career Service system calculated monthly on the first of each month as shown in the monthly position status report. On-call or intermittent employees are not included in the employee count. The Career Service Authority will generate a monthly bill and submit it to the Authority's Chief Financial Officer. This bill will be paid within thirty days of its receipt by the Chief Financial Officer.

D. The provision of services by Career Service will terminate when no City employees are being provided by the City to the Authority.

### E. Performance Standards.

1. The Career Service Authority will provide a three working day turnaround, after receipt, of personnel action forms. This means that personnel action forms will be completed and any required acknowledgment forms will be sent out within the three working days.

2. Should a reclassification study be necessary, the Career Service Authority will complete this study within ninety days of the receipt of the request.

3. If a new classification must be created which requires the approval of City Council, the Career Service Authority will complete its share of the process including the filing of the ordinance and the Council committee presentation within ninety days of the receipt of the request.

4. When there is a position vacancy at the Authority, any CSA employee leased by the Authority may make application for promotion or transfer to the vacant position in compliance with the Authority's Principles and Practices regarding transfers or promotions and the Authority will consider promotional and transfer applications of those CSA employees who are qualified in accordance with the Principles and Practices of the Authority. The CSA promotional percentage amount shall be applied in all cases of promotion. Promotions and transfers of CSA employees that are initiated by the Authority shall ONLY be recognized at the Authority. In the event that a CSA employee who has promoted at the Authority subsequently desires to transfer or promote to a position in a city agency other than the Authority, the employee's compensation (which may be more or less than the Authority compensation) and classification (which may be the previous CSA classification to which the employee was assigned prior to the Authority promotion/transfer) shall be designated by the Career Service Authority and all CSA rules shall apply.

5. Where a Career Service employee at the Authority requests a demotion appointment, the Career Service Authority will process the demotion paper work within three working days of its receipt at Career Service.

6. The Career Service Authority will cooperate with the Authority so that delays do not occur in the Authority's filling positions as a result of Career Service actions.

7. Career Service Authority and the Authority will encourage employees to test for certification whenever testing is offered so as to "pre-certify" them for jobs that may be posted in the future.

8. The Career Service Authority will not take more than sixty days for audit or approval of the layoff plan for the layoff unit or any other activities, which Career Service performs in conjunction with a layoff, once notified by the Authority.

9. Within fifteen days of the end of each quarter of the calendar year, the Career Service Authority will generate reports listing the number of promotional candidates and the number of examinations for promotion for the Authority that it has processed that quarter. This report shall be sent to the Chief of Employee Services and Resources at the Authority, the CEO of the Authority and to the City's Office of Budget and Management.

10. The Career Service Authority will provide an opportunity to the Authority consistent with that provided to City agencies to comment about the preliminary findings of the wage survey including both an opportunity to the Chief of Employee Services and Resources and the Chief Executive Officer to provide input prior to the salary survey being initiated and an opportunity to review the results of the survey before they are announced to the workforce. The Authority's Chief Medical Officer and the Chief of Employee Services and Resources shall be afforded the opportunity to comment in advance regarding position salary and fringe benefit surveys and the source of the survey data utilized similar to the opportunity afforded to city agencies. The Career Service will promptly return all phone calls and respond to written correspondence.

## II. Manager of Finance

### A. The Manager of Finance

1. The Manager of Finance will work cooperatively with the Authority to perform separation audits.

2. The Manager of Finance may provide Payroll Services at a per capita rate of \$217.45 per employee (equal to a rate of \$8.40 per employee per pay period) per year or such other rate as may be agreed to by the Manager of Finance and the Authority. These services include the following functions for City Employees:

- a. Providing payroll auditing service on the Authority's Career Service payrolls and entering the data into the City's computer system;
- b. Processing garnishments and calculating taxes;
- c. Generating and distributing paychecks;
- d. Issuing on-line checks; and
- e. Auditing the Authority's calculations of separation payouts.

3. In all areas, the Manager of Finance shall work cooperatively with the Authority in the process of automating the payroll system.

4. The Manager of Finance's Office shall work cooperatively with the Authority as it implements new payroll procedures.

5. Monthly payment shall be made on a per capita basis based upon the number of employees of the Authority who are under the Career Service system who receive a paycheck from the Manager of Finance calculated monthly on the first of each month. The Manager of Finance will generate a monthly bill and submit it to the Authority's Chief Financial Officer. This bill will be paid within thirty days of its receipt by the Chief Financial Officer.

## III. Department of Law

### A. Collection Services. Discontinued.

B. Employment Law Services. The Denver City Attorney's Office will provide all attorney services as requested by the Denver Health and Hospital Authority Office of General Counsel and as needed to defend any employment related grievance, claim, suit or other proceeding.

1. Performance Standards. Payment for such services will be upon an hourly rate for salary and fringe benefits for Assistant City Attorney or paralegal work done. Paralegal

work shall be paid at a rate of \$65.73 per hour and Assistant City Attorney work shall be paid at a rate of \$136.72. The city attorneys assigned to the proceeding shall treat the Authority as a client for all purposes within the meaning of the Colorado Rules of Professional Responsibility. The City Attorney's Office will be paid based upon monthly contemporaneous detailed time sheets which will be submitted to the Office of General Counsel at the Denver Health and Hospital Authority for approval. The time sheets provided shall specify only work performed for the Authority and shall contain the date, attorney, case name, nature of work performed and the amount of time expended. The Authority has the right to request the removal of any attorney in any case whose services are unsatisfactory to the Authority. The attorney assigned to each Authority case shall provide client copies of all pleadings, motions, court orders, settlement letters and any other significant documents which explain progress of each case to the Office of General Counsel on a timely basis. The Authority will not be obligated to pay any settlements from its own funds to any city employee or any other third party without its prior consent to the terms of the settlement. No settlement shall be made in an Authority case without prior approval of the Authority via the Office of General Counsel. The Authority shall pay expenses incurred in providing these services; provided that, depositions, experts or expenses over five hundred dollars (\$500) must be approved by the Authority in advance.

2. Payment. The City Attorney's Office will tender to the Office of General Counsel at the Authority a monthly report on the status of Authority cases that are pending. This report shall be received by the 10th of each month based on the activity for the preceding month. The provision of this service will terminate when no City employees are being provided by the City to the Authority, no cases are pending which are filed by City employees, or the Authority no longer requests the provision of such services. The estimated amount of payment for these services in 2013 is \$150,000.

IV. Department of General Services, Central Services Division-discontinued.

V. Office of Employee Assistance

A. The employees of the Authority and those employees leased to the Authority who are in the Career Service shall be granted the use of the services of the Office of Employee Assistance (OEA) as needed.

B. The OEA shall provide crisis intervention, counseling and referral services for all Authority employees and CSA employees who work at the Authority.

1. The OEA shall provide individual counseling services consisting of the following:
  - a. Respond within one business day of the contact from Authority or CSA staff.
  - b. Provide six timely confidential, free sessions with a counselor for any employee requesting this.
  - c. Provide counseling and community service referral services, including timely referral to Authority Employee Relations, when appropriate.



- d. Provide communication vehicles to staff on services, including maintaining an extensive website and participation in open enrollment activities.
- e. Provide brochures for distribution through the Authority's human resources program.

following:

2. The OEA shall provide crisis intervention services consisting of the

- a. Provide immediate notice to Employee Relations Manager before service is rendered, unless to do so would interfere with clinical timing. The Authority will provide OEA with a call down list and numbers, updated every six months.
- b. Provide prompt and, if clinically appropriate, onsite response to crisis situations.
- c. Provide debrief and individual counseling sessions as necessary, on-site or off-site, based on OEA's clinical assessment and business resumption services.

include:

3. The OEA shall provide additional services on request. These shall

- a. Four orientation sessions for supervisors and employees on the benefits and effective use of the OEA.
- b. Employee assistance related training, information, and referrals for counseling interventions (unless not deemed appropriate by OEA as to particular circumstances).
- c. Reporting of additional services, including number of employees served, nature of services requested, and services provided.
- d. Quarterly meetings with Employee Relations Manager and/or CHRO.

C. The OEA shall provide a quarterly report of its services by the 15<sup>th</sup> of the month following the end of each quarter to the Authority Employee Relations Manager that provides the following information: (At no time should the reporting include individual names of employees served to preserve the confidentiality for employees).

- 1. For one-on-one employee sessions:
  - a. Total number of sessions per month and nature of concerns.
  - b. Number of employees served and nature of concerns by functional area.
  - c. Number of employees with multiple visits and nature of concerns.
  - d. Number of employees served by demographic groups (e.g. gender, race, age).
  - e. Number of calls from Authority employees and CSA employees who work at the Authority, how calls were resolved: visits, referrals, etc.
  - f. Number of hours on average to respond to employee calls.

- g. Number of referrals provided to Authority employees and nature of referrals.
  - h. Trend reporting and analysis by functional area.
2. For crisis interventions:
    - a. Within 2 business days of completion of critical incident services, total number of crisis interventions, nature of crisis and services provided.
    - b. Number of employees served in debrief on each crisis.
    - c. Number of employees served with individual sessions per crisis.
    - d. Number of employees at the time of the report who requested additional sessions per crisis.
  3. For additional services:
    - a. For each additional service provide:
      - (i) Nature and content of training/service.
      - (ii) Number of employees served.
      - (iii) Number of employees requesting additional sessions.
  4. For ongoing services:
    - a. Number of employees taking advantage of multiple sessions and nature of concerns.
    - b. Number of employees using all six free sessions and nature of concerns.
    - c. Number of employees requesting more than six sessions.
      - (i) How were they served? Did they pay? Were they referred?
    - d. Provide a process for reporting complaints.

D. The Authority shall pay an annual per capita rate of \$25.76 (equal to a monthly rate of \$2.15) per employee per year for CSA employees who work for the Authority and for Authority employees, except for intermittent Authority employees who will not participate in this benefit. The calculation of the number of Authority employees shall be done monthly on the first of each month. The Office of Employee Assistance will generate a monthly bill and submit it to the Authority's Chief Financial Officer.

E. The Authority reserves the right to develop its own Employee Assistance program service for Authority employees.

#### VI. Medicaid Expeditors - discontinued

#### VII. Workers' Compensation.

A. Effective 12:00:01 a.m. on January 1, 2006, the Authority will provide workers' compensation insurance and administration for the DH/CSA employees who choose to remain in the Career Service system after that date.

B. It is agreed that any reported incident(s) of injury or illness by a DH/CSA employee with an occurrence date, or a date of “reported onset of first symptoms”, that precedes January 1, 2006, shall be referred to the City Workers’ Compensation Unit (CWCU) for adjusting and required medical costs, indemnity, and any other incurred claim costs. The CWCU shall remain responsible for such claim(s) including those claims that have occurred but have not been reported (IBNR) and/or for any closed claim that reopens until such time as all of the DH/CSA claims that have an occurrence date prior to January 1, 2006, are closed full and final.

C. For those claims that remain adjusted by CWCU:

1. On an annual basis, the CWCU shall host a claims review meeting at which time they shall provide the Authority with a list of all open claims, lost time, or medical-only, including paid, reserved, and incurred figures.

2. The CWCU shall maintain and document the frequency of file review by the assigned adjusters. This documentation shall be made available for review by the Authority if requested at the annual claims review meetings.

3. The Authority will pay the 90 days of salary continuation for DH/CSA employees at 80% of gross (not subject to the state maximum) for the first 90 calendar days after the date of injury when any admitted temporary total disability (TTD) and/or temporary partial disability (TPD) is approved.

4. The CWCU shall actively pursue closure of claims in a manner consistent with all City claims.

D. The Authority agrees to reimburse the CWCU for incurred expenses concerning any open workers’ compensation claims with an occurrence date between January 1, 1997, and December 31, 2005. Incurred expenses means the dollars actually paid to others by the CWCU in connection with the administration of the claim. Without limitation, such expenses include paid medical expenses, and external expenses for claim investigation and hearing preparation, payments for any and all indemnity or other benefits required to be paid under the Workers’ Compensation Act, including, without limitation, temporary total disability, temporary partial disability, permanent partial disability, permanent total disability, and disfigurement as required by the Division and/or as may be necessary and advisable in the ordinary course of claims adjusting and hearing preparation. External legal and administrative costs shall also be reimbursed. This reimbursement shall be subject to audit and is to be billed quarterly for the prior quarter within 30 days of the end of the quarter being billed for.

E. The Authority denies any liability for any fines or penalties imposed by the Colorado Division of Workers’ Compensation or any court or judge for any errors or omissions made by the CWCU for claims prior to 12:00:00 a.m. January 1, 2006.

F. The Authority will not be responsible for reimbursement of internal administrative costs, legal costs, or unspecified miscellaneous expenses. The CWCU agrees to allow the Risk Manager of the Authority to participate in the determination of all full and final settlements where the funds paid by the CWCU may be subject to repayment by the Authority under this agreement. This participation will apply only on those claims where the proposed settlement is in excess of \$25,000 of already admitted benefits or where the total incurred cost of the claim is in excess of \$100,000.

G. The CWCU shall provide detailed reporting, subject to audit, on all the incurred expenses on any claim for which it requests reimbursement. These detailed reports shall be submitted to the Authority on a quarterly basis. The CWCU shall submit them in the form of an itemized bill for review and payment.

H. Effective January 1, 2006, the following will apply to DH/CSA employee claims:

1. The Authority will adjust and pay all related costs of claims directly or through its agent(s) in accordance with the rules and regulations set down by the Division of Workers' Compensation and in accordance with the Workers' Compensation Act of Colorado.

2. The Authority assumes financial responsibility, and shall report to the Colorado Division of Workers' Compensation all costs related to these claims as part of the Authority's Self-Insured Workers' Compensation program and shall pay for all surcharges, fee's and premiums.

3. The City denies any liability for any fines or penalties imposed by the Colorado Division of Workers' Compensation or any court or judge for any errors or omissions made by the Authority, its employees, or its agent for claims on or after 12:00:01 a.m. January 1, 2006. Further, the Authority agrees that it shall indemnify and hold the City harmless from any loss, cost, expense, and liability, of whatever nature, arising under the Workers' Compensation Act and/or applicable workers' compensation regulations that are assessed against, levied upon, or charged to the City as a statutory employer, co-employer, or dual-employer under the Workers' Compensation Act. The City shall have no workers' compensation liability with respect to these claims, and the Authority agrees to pay any such liability and/or reimburse the City for any liability incurred.

4. The Authority will pay salary continuation for DH/CSA employees at 80% of gross pay (not subject to the state maximum average weekly wage) for the first 90 calendar days after the date of injury when any admitted temporary total disability (TTD) and/or temporary partial disability (TPD) is approved.

5. The Authority will pay DH/CSA employee's average weekly wage (AWW) as computed by the Authority, its employees or agents (subject to the state maximum) for any lost wage benefits due from the 91st calendar day following the date of injury until the claim closes.

6. The Authority shall pay DH/CSA employee's permanent disability benefits, disfigurement benefits, interest on all amounts not paid when due, mileage, and other reimbursable expenses the DH/CSA employee is entitled to under the Workers' Compensation Act of Colorado.

7. The Authority shall provide reports to the City as requested in conjunction with claims staffing, and provide a list of all open claims, lost time, or medical only including paid, reserved, and incurred figures.

#### VIII. Technology Services

A. Technology Services shall provide programming, maintenance and repair services for the Authority's EMS radios and accessories, as requested by the Authority. All parts and equipment will be invoiced by Technology Services to the Authority at an amount equal to cost. The estimated amount of payment for this service in 2013 is \$34,500.

B. These services will be billed monthly.

#### IX. Denver Police Department

A. The Denver Police Department shall provide traffic accident reports to the Authority by facsimile copy within 72 hours of a request from the Authority for these reports. The Authority may submit its requests via facsimile or email to addresses or numbers designated by the Police Department. The reports will be invoiced to the Authority at an amount equal to the Police Department's cost. The estimated amount of payment for this service in 2013 is \$4,000.

B. These services will be billed monthly and are subject to annual renewal.

#### X. Denver Sheriff Department.

A. The Denver Sheriff Department will provide prisoner security services in the CCMF on an as needed basis for prisoners of other facilities at a rate of \$209.00 per day reflecting actual costs of providing the service plus \$41,100.00 for providing key security services for other jurisdictions' prisoners. The total cost is estimated to be \$286,000 for Fiscal Year 2013. On request of Denver Health, the Denver Sheriff Department may provide security services for other jurisdictions' prisoners at or in transit to other treatment locations within Denver Health at a cost to the Authority of \$50 per hour.

B. The Denver Sheriff Department will prepare a monthly invoice or statement to be delivered to the Authority on the tenth business day of the month following the month for which invoicing is being made. The Authority will make payments for each invoice to the City within thirty (30) days of the receipt of the invoice.

C. The Authority shall provide the City Police Professional Liability insurance in the amount of One Million Dollars (\$1,000,000), which shall include any deductibles and costs of administration, either by paying the costs of a commercial insurance policy to be purchased by

the City or by self insuring all such claims which shall include establishing a funded insurance reserve account in the amount of Two Hundred Fifty Thousand Dollars (\$250,000) to defend and pay claims that arise from the Sheriff Department providing security for prisoners of other jurisdictions who are receiving care at the Denver Health Correctional Care Medical Facility (CCMF) and as they move from CCMF to other Denver Health sites of service. The Sheriff Department will provide security within CCMF, and for moving prisoners from CCMF to a clinic within Denver Health Medical Center. The other jurisdiction's officers shall provide security for prisoners outside CCMF and for transportation of prisoners between CCMF and the prisoner's jurisdiction. In the event that other jurisdictions do not provide security for movement within Denver Health but outside of CCMF, then Denver Health may request that the Sheriff Department do so and pay the Sheriff Department as provided in subsection A. above.

#### XI. Vehicle Fueling and Maintenance Services.

A. Agreement to Provide Vehicle Fueling Services; Scope of Vehicle Fueling Services. The City's Fleet Maintenance Department (Division of Public Works) shall provide vehicle-fueling services for the Denver Health and Hospital Authority's vehicle fleet.

##### B. Payment Mechanism.

1. Payment will be made for these services from the Authority to the City based on the City's Fleet Maintenance Department's actual cost as indicated on monthly invoices.

2. The City's Fleet Maintenance Department shall prepare a monthly invoice or statement to be delivered to the Authority on the tenth business day of the month following the month for which invoicing is being made. The Authority shall pay each invoice to the City within thirty (30) days of the receipt of the invoice.

C. The Authority reserves the right to obtain vehicle fueling and maintenance services from other vendors in conjunction with or instead of the City's Fleet Maintenance Division.

#### XII. Denver 911-EMS Universal Call Taker

A. The City's Denver 911 program and the Authority will operate a universal call taker system for EMS (emergency medical services) calls.

1. Denver 911 will be responsible for processing all calls for:

- a. EMS coming into the 911 Communications Center via the City's emergency and non-emergency lines;
- b. medical emergencies utilizing the approved EMD protocols, including the establishment of a determinant (medical nature) and providing pre-arrival instructions.

2. In order to implement these changes, the Authority will fund four (4) City Emergency Communication Operator positions plus benefits.

3. Additional provisions relating to Denver 911 - EMS are contained in Appendix A-2.

### XIII. The Authority's MBE/WBE Program

A. The Denver Small Business Opportunity (DSBO) will provide administrative support services to the Authority to assist the Authority in the operation of the Authority's MBE/WBE program.

B. The scope of the administrative services to be provided to the Authority is as follows:

1. Attend Authority goals committee. Provide information as to availability of MBE/WBE firms to the Authority staff who make the determinations and recommendations of suggested goals for the Authority's MBE/WBE program.
2. Determine if subcontractors are serving a commercially useful function. Determine if goals or good faith efforts are met based on a review of project invoices and other materials.
3. Receive letters of intent from apparent awarded bidders as determined by the Authority.
4. Receive notification of change orders and track MBE/WBE utilization.
5. Prepare annual reports for the Authority regarding MBE/WBE utilization.
6. Perform certification of MBE/WBE firms.
7. Provide training for Authority staff as requested by the Authority.
8. Upon the request of the Authority, DSBO shall investigate complaints related to the Authority's MBE/WBE program on behalf of the Authority.
9. Expedite certification review process on Authority-referred applicants that are being considered for an Authority contract, upon request by the Authority.

- C. Payment Mechanism. For Fiscal Year 2013, the Denver Health and Hospital Authority will purchase from the City the DSBO services described in Paragraph B of this Article.
  - 1. DSBO will receive the sum of Thirty Thousand Dollars (\$30,000.00) for the services described in section B of this Article for the calendar year 2013.
  
- D. Performance Criteria.
  - 1. Utilization reports will be prepared by DSBO. Copies of such reports shall be provided to the Authority within ten days of completion and shall describe progress in meeting the Authority's goals.
  
  - 2. DSBO will provide the Authority with DSBO's determination of whether bidders have fully met project goals, or demonstrated a good faith effort to meet such goals. DSBO's determination shall be provided within five working days after receipt of the bid results from the Authority, unless complicating factors exist, in which case DSBO will notify the Authority of the expected time frame in that specific case.
  
  - 3. DSBO shall utilize the City's MBE/WBE program standards as guidelines in making recommendations to the Authority. The Authority may make any final determinations regarding its MBE/WBE program pursuant to the Authority's policies and procedures.

XIV. General Provisions.

A. Miscellaneous Services

- 1. Occasionally during the year, the Authority may require and the City agrees to provide additional services or materials, not specified in this Agreement. The City will provide reasonable services to the Authority upon request.
  
- 2. Payment Mechanism. The Authority will reimburse the City for the services described in Paragraph 1 above based on the direct cost of the services provided.
  
- 3. Specific Time Frame for Performance. Miscellaneous additional services will be provided by the City in a timely manner after being notified of the Authority's request.

B. The respective City agency shall prepare an invoice or statement to be delivered to the Authority on the tenth business day of the month following the month for which invoicing is being made. The payment period is set forth in each section of this appendix, but if no payment period is noted, it will be quarterly. The Authority will make payments for each invoice to the



City within thirty (30) days of the receipt of the invoice.

1. The City and the Authority agree that the annual estimated payment described in Section (I), Career Service Authority, for Fiscal Year 2013 shall be \$113,600.
2. The City and the Authority agree that the annual estimated payment described in Section (II), Manager of Finance, for Fiscal Year 2013 shall be \$48,700.
3. The City and the Authority agree that the annual estimated payment described in Section (III) B., Department of Law, Employment Law Services, for Fiscal Year 2013 shall be \$150,000.
4. The City and the Authority agree that the annual estimated payment described in Section (V), Office of Employee Assistance, for Fiscal Year 2013 shall be \$138,500.
5. The City and the Authority agree that the annual estimated payment described in Section (VII), Workers' Compensation, for Fiscal Year 2013 shall be calculated in the manner currently set forth in Section (VII) above.
6. The City and the Authority agree that the annual estimated payment described in Section (VIII), Technology Services, for Fiscal Year 2013 shall be \$34,500.
7. The City and the Authority agree that the annual estimated payment described in Section (IX), Denver Police Department, for Fiscal Year 2013 shall be \$4,000.
8. The City and the Authority agree that the annual estimated payment described in Section (X), Denver Sheriff Department, for Fiscal Year 2013 shall be \$286,000.
9. The City and the Authority agree that the annual estimated payment described in Section (XI), Vehicle Fueling and Maintenance Services, for Fiscal Year 2013 shall be \$568,000.
10. The City and the Authority agree that the annual estimated payment described in Section (XII), Denver 911-EMS Universal Call Taker, for Fiscal Year 2013 shall be \$203,800.
11. The City and the Authority agree that the annual estimated payment described in Section (XIII), Denver Small Business Opportunity (DSBO) for Fiscal Year 2013 shall be \$30,000.

C. The Authority shall tender payment (either by placing such payment into the U.S. Mails postage prepaid or into interoffice mail or, if requested by the City, by holding payment for pickup at the Authority) within thirty days after the latest of: receiving a fully completed invoice or receiving satisfactory goods or services.

D. When an invoice is filled out incorrectly, when there is any error, other defect or impropriety in an invoice submitted, or when the Authority believes that it has grounds to deny payment, including but not limited to the facts that: (i) materials or services were not received by

the department or agency scheduled to receive them; or (ii) materials do not appear to comply with specifications; or (iii) services do not appear to be satisfactory; or (iv) the prices on the invoice do not appear to be reasonable or just; or (v) the prices on the invoice do not appear to be in accordance with the order or bid, the responsible official shall notify the City in writing or by documented phone call or facsimile transmission within ten (10) days after receipt of the invoice of goods and services. This notice tolls the payment requirement and payment period until a corrected invoice or acceptable materials or services are received. The payment period, less the previously elapsed days, shall commence again upon receipt of such correction.

E. If any payment is delayed after the thirtieth day from such receipt, the Authority shall pay interest to the city on such unpaid payment from the thirty-first day after the payment should have been made until the date of payment. Interest shall be paid at the rate of one percent per month on the unpaid balance of an approved invoice.