FISCAL YEAR 2017 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

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FISCAL YEAR 2017 AMENDMENT TO THE AMENDED AND RESTATED OPERATING AGREEMENT

THIS FISCAL YEAR 2017 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", and together, the "parties").

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 the 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-Arraignment Detention Facility and would provide forensic medicine services, which Agreement is on file with the Clerk of the City, and which the Third Amendment to the Operating Agreement was incorporated into the Operating Agreement;

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: Fiscal Year 2000 Amendment to the Amended and Restated Operating Agreement dated December 20, 1999; 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; 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; Fiscal Year 2011 Amendment to the Amended and Restated Operating Agreement dated November 2, 2010; Fiscal Year 2012 Amendment to the Amended and Restated Operating Agreement dated December 6, 2011; Fiscal Year 2013 Amendment to the Amended and Restated Operating Agreement dated November 19, 2012; Fiscal Year 2014 Amendment to the Amended and Restated Operating Agreement dated December 2, 2013; Fiscal Year 2015 Amendment to the Amended and Restated Operating Agreement dated November 10, 2014; First Amendment to Fiscal Year 2015 Amendment to the Amended and Restated Operating Agreement dated June 12, 2015; Fiscal Year 2016 Amendment to the Amended and Restated Operating Agreement dated November 5, 2015; and, First Amendment to Fiscal Year 2016 Amendment to the Amended and Restated Operating Agreement dated February 18, 2016.

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 making other changes to the Operating Agreement as appropriate, the parties now wish to so amend the Amended and Restated Operating Agreement for Fiscal Year 2017.

NOW, THEREFORE, the parties agree as follows:

1. The Amended and Restated Operating Agreement, is amended by replacing Section 4.1 of the body of the Agreement with the following language:

4.1 Charges, Invoicing, and Payments. For those Services for which there is a charge, the charges for such Service provided by one party to the other shall be based on the actual cost of providing the Service, a flat payment, or a fee for the Service to be calculated, invoiced and paid in the following manner:

a. Services provided by the Authority for which charges are based on actual cost. Charges for each Service billed based on actual cost will include both capital and operating expenses for providing the Service, including but not limited to: salaries, supplies, materials, and third-party charges incurred in providing that Service, and shall be calculated as follows:

i. the total costs for the Services will be included in the budget request estimate;

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

iii. an estimate or actual of the incremental revenue offset will be applied to each month's invoice; and

iv. may be capped at an agreed upon amount.

v. The dollar amount resulting from the calculations pursuant to this Section 4.1(a) shall be paid, on a monthly basis, to the Authority pursuant to Section 4.1(f) below.

1. A reconciliation of each period of revenue offset will be performed by the Authority and delivered to the City's point of contact no later than the fifteenth (15^{th}) day following the end of each quarter.

2. A mid-year reconciliation will be performed by the Authority no later than June 30^{th} 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, the Authority may request a supplemental appropriation, in writing, for the City's consideration.

3. A reconciliation will be performed by the Authority no later than March 31^{st} of the year following the Fiscal Year for which payment is being made, to determine any remaining shortfall or overage. Subject to 4.1(f) 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.

b. Services provided by the Authority for which charges are based on a flat payment. Charges for each Service provided based on a flat payment will be calculated as follows:

   i. the budgeted flat payment for the Service;

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

   iii. as agreed by the parties, the flat payment may be periodically adjusted to account for revenues received from other sources toward the given Service; and

   iv. may be capped at an agreed upon amount.

   v. The dollar amount resulting from the calculations pursuant to this Section 4.1(b) shall be paid, in monthly installments, to the Authority pursuant to Section 4.1(f) below.

c. Services provided by the Authority for which charges are based on a fee for Service. Charges for each Service provided based upon a for Service will be calculated as follows:

   i. the fee for Service will be a negotiated pre-determined cost per Fiscal Year for a given Service or group of Services;

   ii. as agreed by the parties, the fee for Service may be periodically adjusted to account for revenues received from other sources toward the given Service; and

   iii. may be capped at an agreed upon amount.

   iv. The dollar amount resulting from the calculations pursuant to this Section 4.1(c) shall be paid, in monthly installments, to the Authority pursuant to Section 4.1(f) below.

d. The Authority shall prepare an invoice or statement, which includes applicable Supporting Documentation per the City's Fiscal Accountability Rules, to be delivered to the City by the thirtieth (30^{th}) business day of the month following the month for which the invoice is being made, for each month in the Fiscal Year. Invoices will include the actual costs of straight time, premium overtime, special overtime, training, equipment costs, indirect cost allocation, and any other cost incurred as agreed to for that Service.

e. Payments will be made for each invoice by the City to the Authority within fifteen (15) days of receipt of a complete invoice pursuant to the City's prompt payment ordinance in D.R.M.C. § 20-107, *et seq*.

f. Subject to Appropriation. 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. Forms of Payment. Acceptable forms of payment include: mailed check, hand-delivered check, or via Automated Clearing House ("ACH").

2. The Amended and Restated Operating Agreement is further amended by replacing the appendices with the revised appendices, which are attached to and incorporated in this Fiscal Year 2017 Amendment to the Amended and Restated Operating Agreement.

3. 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.

4. As amended by this Fiscal Year 2017 Amendment to the Amended and Restated Operating Agreement, the Amended and Restated Operating Agreement is hereby ratified and reaffirmed in all its particulars.

IN WITNESS WHEREOF, the parties have executed this Fiscal Year 2017 Amendment to the Amended and Restated Operating Agreement.

APPENDIX A

This appendix sets forth Core Services that the Authority provides to the City.

A.1 Patient Care Services

1.1 Scope of Patient Care Services

a. The City's Department of Environmental Health is the principal City department responsible for this Appendix. The Authority will provide the Core Services, except the Denver Health Medical Plan, as defined in this 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 City's Office of HIV Resources, for which the Authority was 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. Pursuant to Section 4.1 of the Amended and Restated Operating Agreement, 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. This payment is characterized as a flat payment. The City and the Authority agree

that the annual maximum payment will be $30,777,300. The calculation is shown below.

Denver Health and Hospital Authority **City Payment for Patient Care Services**	2014 Actual	2015 Actual	2016 Formula	2017 Formula
Total Gross Charges to Patients in the "Population"	$ 329,830,568	$ 197,668,155	$ 203,598,200	$ 209,706,146
Patient Pay Collections & Third Party Payments	$ (30,210,868)	$ (25,163,140)	$ (25,918,034)	$ (26,695,575)
Subtotal	$ 299,619,700	$ 172,505,015	$ 177,680,166	$ 183,010,571
Cost to Charge Ratio	34.00%	34.52%	38.06%	38.06%
Total Cost related to Patients in the "Population"	$ 101,870,698	$ 59,548,731	$ 67,616,187	$ 69,644,673
Medicaid Disproportionate Share/State Provider Fee	(45,726,773)	(37,986,044)	(24,121,088)	(24,844,721)
Federal Award for CHS	(4,785,087)	(4,785,087)	(4,785,087)	(4,785,087)
Healthcare Services Fund Funding	(5,106,497)	(5,050,794)	(5,037,036)	(5,188,147)
Subtotal	46,252,341	11,726,806	33,672,976	34,826,718
Discount for Services	(15,475,041)	19,050,494	(2,895,676)	(4,049,418)
Total Amount Due for Services to the "Population"	30,777,300	30,777,300	30,777,300	30,777,300
Percent Discount	33.46%	-162.45%	8.60%	11.63%
Actual amount per operating agreement				
Notes:				
Medicare Shortfall to Cost	$ (17,855,921)	$ (26,565,141)	$ (27,880,918)	$ (28,717,346)
Total Cost related to Patients in the "Population" with Medicare Shortfall	$ 119,726,619	$ 86,113,873	$ 95,497,105	$ 98,362,019
Subtotal Reimbursement for Services	$ (55,618,357)	$ (47,821,925)	$ (33,943,211)	$ (34,817,955)
Subtotal	$ 64,108,262	$ 38,291,948	$ 61,553,894	$ 63,544,064
Discount for Services	$ (33,330,962)	$ (7,514,648)	$ (30,776,594)	$ (32,766,764)
Total Amount Due for Services to the "Population"	$ 30,777,300	$ 30,777,300	$ 30,777,300	$ 30,777,300
Percent Discount	51.99%	19.62%	50.00%	51.57%

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 Authority through its Board of Directors (the "Board") reasonably expects will result in a substantial operating loss for the Authority.

a. The Authority through its 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 Authority through its 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 community health center, it will notify the Mayor and the Executive Director of the Department of Environmental Health, in writing, at least thirty (30) days in advance of the changes.

1.4 In-Kind Contributions.

a. Pursuant to the Transfer Agreement between the parties executed on January 1, 1997, 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 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 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 1.4 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 1.5(g) and 1.5(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 Authority's 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 patients seen in a primary care clinic in the Authority's system at least once in the past eighteen months ("active patients").

f. As agreed by the parties, the Authority will update performance criteria for the City as circumstances, such as demographics and population size, change.

g. Performance Criteria Table – Clinical (I-W numbering follows the Authority's annual report).

Number	Contract Criterion	GOAL
1.5I	**Childhood Immunization Rate**	At least 80% of patients who have their third birthday in the measurement year, initiated care prior to their second birthday, and are active patients will have received four DPT, three polio, one MMR, three Hib, three Hepatitis B, one Varicella, and four Pneumococcal immunizations (following guidelines of the CDC Advisory Committee on Immunization Practices).
1.5J	**Percent Women Entering Prenatal Care**	

	1st Trimester	At least 70% of women will begin prenatal care within the 1st Trimester.
1.5L	**Patient Satisfaction**	
	Community Health Service Adults	71% of adults seen in primary care clinics will respond with a 9 or a 10 ("top box") for "Overall provider rating."
	Community Health Service Pediatrics	78 % of parents with children seen in primary care clinics will respond with a 9 or a 10 ("top box") for "Overall provider rating."
	Denver Health Medical Center	73% of hospitalized patients will respond with a 9 or a 10 ("top box") for overall patient satisfaction.
1.5M	**Breast Cancer Screening**	65% of active) female patients age 51 to 74 years will have a mammogram in the past 2 years.
1.5N	**Cervical Cancer Screening**	80% of active female patients age 24-64, will have had a PAP test in the past three years or a PAP+HPV in the past 5 years (age 30-64).
1.5O	**Adolescent Vaccinations**	80% of active adolescent patients, age 13-17, will have both Tdap and MCV4 vaccinations.
1.5P	**Diabetes Monitoring**	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.
	Diabetes- per cent of diabetics with HbA1c < 9	70% of Diabetic patients will have an HbA1c < 9.
	Cardiovascular Disease Prevention	50% of Diabetic patients will be treated with statin medication.
1.5Q	**Hypertension Control**	70% of patients identified with hypertension will have their blood pressure under control as defined by current standards.
1.5R	**Smoking screening Tobacco Use Status: Advise or Refer**	Maintain smoking assessment, advice and refer for 85% of adults.
1.5S	**Flu Vaccinations**	60% of patients, 6 months of age or older who have had a visit to a primary care clinic during the influenza season and who do not have a contraindication to vaccination will receive the influenza vaccine.
1.5T	**Survival with Trauma**	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%.

	Joint Commission Quality Measures	
1.5U	Early Elective Delivery between 37 – 39 weeks gestation	The rate of elective delivery between 37-39 weeks as defined by the Joint Commission measure PC-01 will be maintained at 1.5% or lower.
	Hospital-Acquired Infection Rates	
1.5V	Adult Critical Care Central Line Associated Blood Stream Infection (CLABSI)	Risk-adjusted rate that is the same or better than the national rate on the most recent CDPHE report.

h. Performance Criteria Table –Ambulatory Encounters (1.5 numbering follows the Authority's annual report).

Number	Contract	2008	2009	2010	Recommendations
I.5G	Denver Health Medical Choice Average Monthly Enrollment				
I.5G	Inpatient Admissions				
I.5G	Inpatient Days				
I.5G	Emergency Room Encounters				
	Urgent Care Visits				
	ER Cost/Visit				
	Top 25 DRGs for MI population				
	NICU days				
	CT Scans				
	MRIs				
	Outpatient Surgeries				
	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, and Women's Mobile Clinic, and prior to 2008, the Denver Health Medical Plan Clinic.
	OP Pharmacy Cost/per patient				
	OP Behavioral Health Visits				
	TOTAL AMBULATORY ENCOUNTERS				

i. The Authority's Medical Center's adjusted inpatient mortality will be in the top 20% of all academic health centers nationally as measured by the University Health Systems Consortium (UHC), a collaboration of approximately 120 academic health centers.

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

k. The Authority will maintain national Residency Review Committee accreditation for its training programs.

l. The Authority 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. The Authority 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.

A.2 Emergency Medical Services

1.1 Scope of Emergency Medical Services

a. The City's Department of Safety and Department of Aviation are the principal City departments responsible for this Appendix. The Authority will provide Emergency Medical Services which include a pre-hospital system for responding to 911 originating calls in the City, Emergency Medical Services based at the Authority's 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 City's Fire Department ("DFD") at locations to be identified and mutually agreed upon by the Authority and DFD, and various miscellaneous emergency services for the City 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 Emergency Communications Center ("Denver 911" or "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 and other first responder services under the Department of Safety. The Medical Director will be responsible for implementation, application, and approval of all Medical Priority Dispatch System ("MPDS") protocols and oversight of Quality Improvement. Additionally, the Medical Director is responsible for consolidated medical direction services, including the protocols, development of training curriculum and resources, and quality oversight of first responders' emergency medical initiatives, and the administration of Narcan, also known as Naloxone.

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

1. Medical Quality Improvement Unit;
2. Medical Dispatch Review Committee; and,
3. Medical Dispatch Steering Committee.

(iii) The Authority will be responsible for case evaluation of at least 3% of all emergency medical dispatcher ("EMD") calls (approximately 96,000 calls in 2013) handled by Denver 911. The Authority will utilize Advanced Quality Assurance ("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, 20% of one Communications Lieutenant FTE, and 70% of a Dispatcher FTE.

c. Unless otherwise expressly stated in this Agreement, the scope of services to be provided by the Authority shall be limited to those delivered within the City, including 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. Pursuant to Section 4.1 of the Amended and Restated Operating Agreement, and the provisions specific to DEN 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 a flat payment.

d. Payment for 30 percent of a board certified Emergency Medicine Physician plus benefits, based on a flat fee $105,082 in total. The calculation is shown below.

e. Payment for 10 percent of a board certified Emergency Medicine Physician plus benefits, payment for 20 percent of one Communications Lieutenant plus benefits, and payment for 70 percent of one Dispatcher plus benefits, based on flat payment $97,489 in total. The calculation is shown below.

f. The City and the Authority agree the estimated payment described in 1.2(c) above for Fiscal Year 2017 shall be for training services, personnel and supplies provided to the Fire Department EMT-B responders, for EMT certification services. This is characterized as a flat payment. The total estimated payment for Fiscal Year 2017 shall be $487,000.

In addition, recruit training will be reconciled on a fee for service model based on number of trainees requiring EMT certification. On average, the base fee will be a fixed cost $9,554 per academy and a variable cost of approximately $210 per student.

i. Each invoice shall include the following supporting documentation: for EMT training services – the date of service, type of training hours, and fire station where the service was performed; for EMT recruit certification – training dates, name of fire recruit, Fire Department ID# (FDID), and the training fee.

Denver Health and Hospital Authority: Medical Direction Services Consolidated				
Year 2017 Budget Final				
Cost Center	Personnel	Supplies & Services	TOTAL	
Medical Direction Services Consolidated	105,082	-	105,082	
for (.25 FTE-DFD and .05 FTE DPD)				
TOTAL Medical Direction Services Consolidated	105,082	-	105,082	

Denver Health and Hospital Authority: Denver Fire Department Training				
Year 2017 Budget Final				
Cost Center	Personnel	Supplies & Services	Capital.	TOTAL
Denver Fire Department Training	432,357	54,643	-	487,000
TOTAL EMS Training	432,357	54,643	-	487,000

Denver Health and Hospital Authority: Medical Direction and QA/QI for EMS Universal Call Taker			
Year 2017 Budget Final			
Cost Center	Personnel	Supplies & Services	TOTAL
Medical Direction, QA/QI activities, and Dispatcher	97,489	-	97,489
for EMS Universal Call Taker			
TOTAL Medical Direction and QA/QI for Universal Call Takers	97,489	-	97,489

1.3 Specific Time Frame for Performance. Services provided by the Authority's Emergency Medical Services are a Core Service as defined in the 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 (system wide).

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 Emergency 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 below.

TABLE 1

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

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 En route
- 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. At DEN this may also include calls outside of the defined response area for paramedics assigned to DEN.

(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's 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 DEN

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

2. Limited visibility operations, as defined by DEN.

3. 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.

4. 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 the Authority's 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 (911 Communications Center, Denver Fire Department and the Authority) 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.

1.5 Scope of Emergency Medical Services at Denver International Airport ("DEN").

a. The Authority will provide Emergency Medical Services at DEN, including services provided to citizens of the City, travelers at Denver International Airport, employees of Denver International Airport, other persons in need of emergency medical services, and for special events on DEN property. These services shall include twenty-four (24) hour/seven (7) days per week on-site paramedic services. At least one ambulance shall be dedicated to DEN twenty-four (24) hours per day, and, at the Airport's request, a second ambulance shall be dedicated to DEN for twelve (12) hours per day. Any dedicated ambulance(s) or on-site paramedic shall service solely the DEN response area excepting only occasional responses to property adjacent to DEN after obtaining approval from the on-duty Airport Operations Manager.

b. DEN's Executive Vice President of Operations will be DEN's point of contact for any communications related to the Authority.

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

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

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

f. DEN and the Authority may choose to implement a "Closed Point of Dispensing" or "CPOD" system for persons working at DEN and their families, pursuant to a separate agreement. DEN's obligation to enter such an agreement is contingent upon approval by the Federal Aviation Administration ("FAA"); funds being appropriated and paid into the City Treasury and encumbered for the purposes of such agreement; compliance of such agreement with the terms of this Agreement; and compliance with all applicable laws.

g. Both parties shall abide by the Paramedic Vehicle Use Policy, dated February 21, 2014, as well as the Vehicle Use Agreement between the City and the Authority dated January 17, 2014.

h. DEN will provide adequate office and parking space on DEN property for Authority staff. Required utilities will be provided by DEN. The suitability of the space will be coordinated between DEN and the Authority; however, ultimate authority over the size and locations of such space remains with DEN. Office and parking space may be moved at the discretion of DEN with adequate notice to the Authority.

1.6 Payment Mechanism for Services at DEN.

a. For each Fiscal Year, the Authority will submit to DEN a full budget, to include both capital and operating expenses, for providing the services at DEN 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 DEN's Executive Vice President for Operations for any given Fiscal Year in accordance with the City's budget calendar for that Fiscal Year. DEN will review the Authority's submission, and the parties will negotiate a final budget, which will be placed in this Agreement as part of the following year's fiscal amendment.

(i) The City and the Authority agree that the payment for the emergency medical services at Denver International Airport, as described above, for Fiscal Year 2017 will be based on actual costs incurred by the Authority. The estimated amount is expected not to exceed

$3,576,336. The calculation and budget amounts are shown on the Table for DEN expenses included in this Appendix.

b. Equipment and Supply Purchases

(i) The Authority will advise and consult with DEN prior to the purchase of equipment with a cost exceeding $5000 per unit, and for which DEN is liable for the cost, to allow for negotiation of need and cost.

(ii) Invoices shall identify when EMS services, equipment, and supplies were needed for services at the new DEN plaza and Terminal hotel, and identify whether the Authority was or expects to be compensated by other sources for such services, equipment, or supplies.

(iii) All equipment, with an original purchase price exceeding $5000 per unit and which was purchased by DEN for use by Authority personnel, shall remain property of DEN for the useful life of the equipment. All proceeds resulting from the sale or surplus of said equipment will be returned to DEN.

c. The Authority shall invoice DEN for the Authority's expenses for providing the services described in this Appendix in accordance with the budget approved by DEN's Executive Vice President of Operations. The invoice should be delivered to DEN's designated point of contact on the tenth (10^{th}) 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 DEN to the Authority pursuant to the City's prompt payment ordinance D.R.M.C. §§ 20-107 through 20-115.

(i) Invoices will include the actual costs of straight time, premium overtime, special overtime, training, ambulance, equipment costs, and indirect cost allocation.

(ii) Invoices shall be accompanied by a billing statement summarizing hours worked by and associated rates for each paramedic.

(iii) Overtime: the Authority shall make good faith efforts to reduce overtime costs, including by first assigning open shifts to staff from other locations who have not yet reached overtime status.

(iv) An estimate of the incremental revenue offset will be applied to each month's invoice. Invoices shall report the number of transports and provide documentation on revenue received from third parties. Incremental revenue offset summaries will be provided to DEN on a quarterly basis.

(v) Invoiced amounts for training or exercises will include details stating the dates and purpose of the training or exercise.

(vi) A reconciliation of each calendar quarter period of revenue offset will be performed by the Authority and delivered to DEN's point of contact no later than the 45th day following the calendar quarter.

c. 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.

Denver Health and Hospital Authority: DEN EMS Services
Year 2017 Budget Final

Cost Center	Personnel	Supplies & Services	Capital	TOTAL	REVENUE	PAYMENT
DEN EMS Services	3,126,806	525,057	32,100	3,683,963	107,627	3,576,336
TOTAL DEN EMS Services	3,126,806	525,057	32,100	3,683,963	107,627	3,576,336

1.7 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.

1.8 Obligations of Authority.

a. The Authority will provide the City with guidelines for paramedic dispersal and response at DEN 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 DEN'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 DEN operations at the request of and to DEN's point of contact, in a timely manner, as mutually agreed by the parties.

1.9 Scope of Emergency Medical Services to Englewood.

a. The City entered into an Intergovernmental Agreement ("IGA") with the City of Englewood, Colorado ("Englewood") to provide fire department and fire-related services to

Englewood, including emergency medical services. The Authority agrees to provide the Emergency Medical Services in Englewood to support the City's IGA with Englewood. The Authority shall provide Emergency Medical Services in Englewood in accordance with the terms and conditions of the IGA. The City will provide a copy of the fully executed IGA to the Authority and will consult with the Authority in the event that any changes to the Emergency Medical Services provision of the IGA are proposed.

b. The Authority will provide Emergency Medical Services, as described in Section 1.1(a) of Appendix A-2 of the Amended and Restated Operating Agreement, which include a pre-hospital system for responding to 911 originating calls in Englewood, oversight of and accountability for Emergency Medical Services provided in Englewood, and various miscellaneous emergency services for Englewood such as training and events where onsite emergency medical services are necessary or appropriate, including special events at Englewood facilities and locations. During the initial year of the IGA, the Authority shall use good faith efforts to meet the performance measures as set forth in paragraph Section 1.4 of Appendix A-2 of the Agreement. In the event the Authority fails to meet the performance measures of Section 1.4 of Appendix A-2, the Authority and the City, in consultation with Englewood, agree to meet to review the performance of EMS services and to establish revised, mutually-agreed-upon performance measures or to take other mutually-agreed-upon steps to ensure adequate performance. The Authority and the City agree to meet and to cooperate in good faith with Englewood, as described in Section 3.4 below, in an effort to ensure compliance with the requirements of the IGA with respect to EMS performance. The City agrees that the Authority will be given a good faith opportunity to address any performance concerns before the City will take any affirmative steps to terminate this Service.

c. The Authority shall provide ambulance transport and EMS services within the jurisdictional boundaries of Englewood. The EMS and transportation services provided by the Authority shall be equivalent to those services provided in Denver. The primary destination for transports in Englewood shall be Swedish Medical Center ("Swedish") located at 501 East Hampden Avenue in Englewood. Transports shall be made to Swedish unless Swedish is on divert, or there is a mass casualty event or other extraordinary event which makes transport to Swedish impractical or infeasible, or a patient being transported requests that he or she be taken to a different hospital.

d. The Authority shall dedicate two (2) ambulances to Englewood. Each ambulance shall be staffed by two (2) Authority paramedics. The Authority shall provide the ambulances and crews on a twenty (24) hour-a-day, seven (7) day-a-week basis throughout the year. One ambulance shall be stationed at the Englewood firehouse currently located at 555 West Jefferson Avenue and the other ambulance shall be stationed at the firehouse located at 4830 South Acoma Street (jointly, the "Fire Stations").

e. The two ambulances and the paramedics assigned to the Fire Stations shall be dedicated to providing Emergency Medical Services solely within Englewood and shall not be subject to the "dynamic dispersal" model typically used by the Authority with respect to the Authority's ambulance service within Denver. If at any time the two ambulances and the paramedics assigned to the Fire Stations are engaged in providing Emergency Medical Services within Englewood or are otherwise unavailable and another call for Emergency Medical Services in Englewood is received, the Authority agrees to dispatch an ambulance with paramedics from Denver to provide said Emergency Medical Services in Englewood.

1.10 Transfer of Certain Assets. The City shall transfer ownership, title and possession to the Authority of two (2) ambulance vehicles previously owned by Englewood and acquired by the City through the IGA. Said ambulance vehicles shall be transferred to the Authority free of any encumbrances. Upon transfer, the Authority shall be responsible for obtaining and maintaining all required insurance for said ambulances. In addition to the ambulance vehicles, the City agrees to transfer ownership and possession of the ambulance equipment associated with said ambulances to the Authority, including but not limited to, two (2) cardiac monitors and other equipment contained within each ambulance.

1.11 Fire Station Operations. The Authority paramedics and any other Authority personnel situated in the Fire Stations shall abide by and comply with all applicable Denver Fire rules, standards, standard operating guidelines and directives for station operations as they may be adopted, amended or replaced from time to time, when the paramedics and any other Authority personnel are situated in and around the Fire Stations. The Authority paramedics and other personnel working at the Fire Stations shall be provided with access to and within the Fire Stations, including but not limited to, access to and use of bunks, restroom, water, electricity, computer and internet access, equipment storage, personal storage areas, and common areas within the Fire Stations to the same degree as Denver Fire Department personnel and subject to the same requirements and protocols applicable to Denver Fire Department personnel. Any disputes between the Authority and Denver Fire Department related to the above-referenced rules, standards, guidelines or directives, shall be submitted through each organization's applicable chain of command.

1.12 Reports and Communications. The Authority agrees to coordinate with and support the City in providing such information and data as needed for reports to be provided to Englewood and engaging in such communications and meetings with the Englewood City Manager, as both are specified in the IGA. At the request of the Fire Chief for the Denver Fire Department, the Authority will send representatives with authority to discuss and resolve any issues or concerns that arise with respect to the performance of the terms and conditions stated herein.

1.13 Term. Emergency Medical Services provided by the Authority in Englewood, as stated herein, are a Non-Core service under Section 3.2 of the Amended and Restated Operating Agreement. Subject to the terms hereof, if the Authority provides satisfactory Emergency Medical Services in Englewood, the term herein shall be coterminous with the IGA.

1.14 Termination. The City shall have the right to terminate the Emergency Medical Services of the Authority in Englewood in the event of a material breach by the Authority, which breach the Authority fails to cure within sixty (60) days of being notified by the City in writing of such breach, unless the Authority and the City agree in writing to a longer cure period. This right of termination would likewise pertain to any material breach by the Authority that would result in the City materially breaching or failing to comply with a material requirement of the IGA. In addition, the City shall have the right of immediate termination if the IGA is terminated.

1.15 Payments. The City agrees to pay the Authority, and the Authority agrees to accept as payment, the amount of $87,550a month ($1,050,600 for 2017) for Emergency Medical Services in Englewood. The adjusted monthly payments shall be increased by 3% on January 1 of each year thereafter that the Authority provides the Emergency Medical Services in Englewood. The City and the Authority acknowledge and agree that the payments specified herein shall be the complete and satisfactory consideration for the provision of the Emergency Medical Services by the Authority in Englewood, as stated herein. Each invoice will include the month of service and purpose of the invoice. The City's obligation to make payments pursuant to these terms shall be contingent upon such funds being appropriated and paid into the City Treasury and encumbered for the purposes stated herein on an annual basis by the City.

A.3 Public Health Services

1.1 Scope of Public Health Services

a. Pursuant to CRS 25-1-506 the City's Department of Environmental Health ("DEH") contracts with the Authority to provide certain responsibilities and functions, and is the principal City department responsible for this Appendix. The Authority will provide certain 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:

- Disease Control
- ID/AIDS Clinic
- Vital Records
- TB Clinic
- STD Clinic
- Immunization Clinic

In order to protect the public health of the City, DEH delegates to the Authority's Department of Public Health ("DPH") the conduct of medical epidemiological investigations necessary to coordinate with DEH 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 listed on Colorado Department of Public Health and Environment's website, including the following non-infectious events:

- Chronic diseases, including, but not limited to obesity, diabetes, hypertension, cardiovascular diseases, asthma, cancer
- 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

The City retains the following functions:

- Public Health Inspections
- Environmental Quality
- Animal Protection
- Office of the Medical Examiner

- Community Health and the Office of HIV Resources

DPH, 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 DEH and DPH will collaborate closely on these investigations. DPH of will communicate immediately to the Executive Director of DEH any findings and medical recommendations in a timely fashion from these investigations.

b. The Authority agrees to provide the services of the director of the DPH to serve as the medical officer for the City's Department of Environmental Health. The Authority's Director of Public Health shall continue to be a full-time employee of the Authority during the term of this agreement.

c. The City and the Authority recognize that public and environmental health services should be provided in a collaborative and coordinated manner and expect the DEH and the DPH to work together to serve the best interest of the citizens of the City in an efficient and cost effective manner.

d. The scope of Public Health Services to be provided by the Authority includes services to all citizens of the City.

e. Epidemiologist. The City and the Authority recognize there are increasing data demands that require an epidemiologist or informatician to provide analytic services that are responsive to multiple data inquiries. In the best interest of the citizens of the City, DEH and DPH mutually agree to work in a collaborative and coordinated manner by sharing 1 (one) full-time equivalent (FTE) to provide analytic services, as outlined in the jointly created position description. The City and the Authority will collaborate on the job duties to be performed by the position, as well as the annual performance evaluation. DEH and DPH agree that the FTE, as provided under this provision and funding thereof, will be an Authority employee expected to work 2 (two) days per week onsite at DEH. DEH and DPH agree to work collaboratively to effectively manage performance expectations, data access, workload, and performance evaluations at each respective work site. DEH and DPH mutually agree to address any conflicts that may arise from this work arrangement collaboratively.

f. Director of Epidemiology and Informatics. This position will promote and help establish expertise for the City in the capture and use of health information to support decision-making. This position will oversee all Epidemiology and Informatics programs and staff within DPH and will respond to specific requests as defined by DPH, DEH, as well as City Council and the Mayor's office. This position will be re-negotiated and justified on an annual basis, as DPH will seek grants or other sources of funding to continue this position in future fiscal years.

1.2 Payment Mechanism. Subject to Section 4.1 of the Amended and Restated Operating

Agreement, the City will purchase from the Authority certain Public Health Services provided to the citizens of the City 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 the State of Colorado Per-Capita Contract.

c. Each invoice shall include the following information and supporting documentation: invoice number and date, due date, contract activity, activity description, Operating Agreement reference (section and paragraph), purchase order number, and a list of what the charges represent. All supporting documentation should be attached.

d. This payment is characterized as an actual cost. The City and the Authority agree that the annual maximum payment for Fiscal Year 2017 shall be $2,443,789. The calculation is shown below.

e. 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 citizens. To enable the parties to undertake these efforts, the City has agreed that, in addition to the estimated payment in paragraph 1.2(d) and subject to available funding, it will support certain information technology infrastructure costs to standardize data exchange methodologies, security policies, and data normalization strategies.

Denver Health and Hospital Authority: Public Health							
Year 2017 Budget Final							
Cost Center	Personnel	Supplies & Services	Capital	TOTAL	REVENUE		PAYMENT
Public Health Administration	643,162	110,328	-	753,490	-		2,443,789
Public Health Informatics	362,781	22,610		385,391	-		
Per Capita	-	-	-	-	898,790		
Vital Records	369,002	342,355	-	711,357	925,000		-
ID\AIDS Clinic	883,388	68,803	-	952,191	1,280,000		-
Tuberculosis Clinic	672,839	276,085	-	948,924	35,000		-
STD Clinic	786,731	483,580	-	1,270,311	75,000		-
Immunization Clinic	447,392	298,427	-	745,819	700,000		-
Epidemiology & Surveillance	288,648	10,177	-	298,825	-		-
Public Health Preparedness	113,984	1,200	-	115,184	-		-
Health Promotion Program	102,241	-	-	102,241	-		-
HIV Prevention & Training	73,846		-	73,846	-		-
TOTAL PUBLIC HEALTH	4,744,014	1,613,565	-	6,357,579	3,913,790		2,443,789

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 reports upon request by DEH that specify the number of cases of all Colorado Board of Health reportable communicable diseases. Communicable disease and public health specialty consultation will be available twenty-four (24) hours a day, seven (7) days per week.

b. Collaborate with DEH and other public health agencies in outbreak investigations. In particular, a public health nurse within DPH will assist the Division of Public Health Inspections within DEH to conduct a more comprehensive childcare inspection program. This nurse will serve as a liaison between child care providers, child care nurse consultants, Environmental Health Investigators and Public Health and perform duties such as immunization audits, trainings, outreach and education, provide medical and health advice to child care providers, child care inspectors, and nurse consultants and assist with public health inspections. DEH and DPH agree to work collaboratively to effectively manage performance expectations, workload, and performance evaluations at each respective work site. DEH and DPH mutually agree to address any conflicts that may arise from this work arrangement collaboratively.

c. Provide immunizations to City citizens 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 infectious disease, including HIV and Hepatitis C primary care and prevention services to existing and new patients in the City.

e. Work with the Denver Office of Emergency Management and DEH in developing, planning, exercising, annual review and updating the public and environmental health support functions under the Emergency Support Function 8 (i.e., Public Health and Medical Services), standard operating procedures (SOPs) and related ESFs in the City and County of Denver's Emergency Response and Operations 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, prevention and treatment Monday through Friday in the Sexually Transmitted Disease Clinic outreach clinics and community based settings (as applicable) 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

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 45th day after the end of the reporting period.

k. DPH will work with DEH to collect, compile, assess, and prepare a comprehensive report on the health of Denver. This comprehensive report will be prepared and published every three (3) years. DPH and DEH will also collaborate on the development of a community health improvement plan every five (5) years. The two departments will then provide updates on key metrics of the plan at least every six (6) months. DPH will provide ongoing detailed analysis of health data by which *Be Healthy Denver* can assess the effectiveness of interventions.

l. DEH and DPH will jointly pursue national accreditation, including sustaining reaccreditation efforts.

m. DPH will in collaboration with DEH create an environment that is responsive to information requests of the City's citizens and City leaders. The informatics group will create SOPs for the project management, reporting services and development of information and business intelligence systems that support data-driven decision making.

A.4 Denver Community Addictions Rehabilitation and Evaluation Services (CARES)

1.1 Scope of Services at the Denver CARES Facility

a. The City's Department of Human Services ("DHS") is the principal City department responsible for this Appendix. 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 CARES facility. Denver CARES is a non-hospital detoxification facility within the Department of Behavioral Health Services of Denver Health, which currently has 100 beds and is budgeted in 2017 to be staffed at a census of 80. Approximately 530 public inebriates per week are detoxified at Denver CARES.

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

(i) The City will provide funds for a new ESP van in 2017.

(ii) The Authority will provide to the City by January 15, 2017 the utilization metrics that are being used for the "Patient Transportation Vehicle" and include the number of transports in 2016.

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, whether or not that person is a citizen of the City.

c. Denver's Road Home. In support of Denver's Road Home, 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 Comprehensive Homeless Alcoholic Recovery and Treatment Team (CHARTS III), and other joint ventures with Denver's 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 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.

(i) Screen clients admitted to Denver CARES for referral to appropriate programs including, but not limited to, CHARTs III or 16th Street Mall/Housing First.

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

Coordinate outreach and follow-along services with Denver Street Outreach Collaborative for persons participating in CHARTs III and 16th Street Mall/Housing First.

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

(v) 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 4.1 of the Amended and Restated Operating Agreement, 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.

a. Each invoice shall include the following supporting documentation: average daily census for the payment period.

b. This payment is characterized an actual cost. The City and the Authority agree that the annual maximum payment Fiscal Year 2017 shall be $3,062,938 and the calculation is shown below.

Denver Health and Hospital Authority: Denver C.A.R.E.S.							
Year 2017 Budget Final							
Cost Center	Personnel	Supplies & Services	Capital	TOTAL	REVENUE		PAYMENT
C.A.R.E.S. Detox	5,110,058	685,911	163,859	5,959,828	3,556,607		3,062,938
C.A.R.E.S. ESP	580,838	78,879		659,717	-		-
TOTAL C.A.R.E.S.	5,690,896	764,790	163,859	6,619,545	3,556,607		3,062,938
Revenue Breakdown							
Signal Grant	1,494,932						
Patient Revenue (Avg census of 80)	2,061,675						
Total Revenue	**3,556,607**						

c. Denver's Road Home/ CHARTS III.

(i) In a separate agreement titled the CHARTS III Program 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 III program to homeless persons with substance abuse issues. Under the same agreement, the City is also funding a project coordinator of homeless activities in accordance with Denver's Road Home.

(ii) The CHARTS III amount will be in addition to the City's support outlined in Section 1.2(d).

1.3 Specific Time Frame for Performance. Services provided at the Denver CARES facility are a Core Service as defined in the Operating Agreement. Performance time frames will be in 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 CARES 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 30 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 30 minutes will be set for contract year 2017 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:

Detoxification: Average Daily Census

- 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 clients referred for an involuntary commitment; number obtained. Provide a copy of the standard of work to initiate an involuntary commitment.
- Number of referrals not accepted for services.
- Number of clients admitted for the first time

DUI Program: Patient Encounters

Emergency Services Patrol:

- Average response time

- Total calls for service
- Number of clients picked up per shift

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 CARES by the 45th 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 forty-fifth (45th) day after the end of the reporting period.

g. provide a quarterly report no later than the 15th day of the month following the end of the quarter, for data representing the previous quarter including the following:

- Number of persons entering CHARTS III treatment program
- Number of persons successfully completing CHARTS III 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.

h. The Authority will work with the City to define future data metrics by July 2017.

A.5 Substance Treatment Services

1.1 Scope of Substance Abuse Treatment Services.

a. The City's Department of Human Services ("DHS") is the principal City department responsible for this Appendix. The Authority will provide Substance Treatment Services and testing on residential 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 intended to be funded entirely with state and federal "pass through" funds, Medicaid, foundation and collections from clients. The Authority will actively pursue state and federal grant funding. The City will partially fund this project in 2017 to maintain current service levels. Funding must be re-justified annually.

a. Each invoice shall include the following supporting documentation: average daily census, number of patient services, or other statistical measures deemed appropriate by the City and Authority.

b. This payment is characterized as a flat payment. The City and the Authority agree that the annual maximum payment for Fiscal Year 2017 will be $75,000. The calculation is shown below.

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.

To promote the goal of recovery, OBHS will report the following metrics (for this 2017 Agreement, the metrics should be considered baseline as no comparable data is available):

a. OBHS patient census and 'recovery' measures

1. Total patient census in methadone treatment
    a. Percent of patients on phases 1 through 5
2. Total patient census in outpatient Suboxone
    a. Percent of Suboxone patients considered on maintenance
3. Total patient census in traditional outpatient
    a. Percent of reduction of use at discharge compared to C-STAT measure
4. Patient census by program reported quarterly and including new admissions, current/active and terminations.

b. Total number of annual admissions into each program (OMAT, OBOT, TOP)

1. For TOP; Access to services with 7-business days will be included

c. 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.

1. Ninety percent of infants delivered by women in treatment as part of the Women and Family Services (WFS) program will be free of any illicit substance. Twenty or more pregnant women will be in treatment in this Fiscal Year.
2. If positive will include percentage of positive illicit opioid births.

d. Number of OBHS births, at Denver Health, treated for neo-natal abstinence syndrome.

A.6 Medical Services for Prisoners at Denver Health and Hospital Authority

1.1 Scope of Medical Services for Prisoners. The City's Department of Safety is the principal City department responsible for this Appendix. 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, eighteen (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 ("UM" or "UM Program") specific for the Denver City and County offender population. The UM 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. The UM reports will be sent to the committee members monthly. This committee shall meet no less than quarterly and shall review and revise the plan annually.

(1) The Sheriff or his/her 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.

(v) 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; Pharmacy, Physician Billing, and Medicaid Billing Report, and Affordable Care Act enrollment report. 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.

(vi) 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.

(vii) 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.

(viii) 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 twenty-four (24) hours/day, seven (7) days/week.

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

(x) 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 Sheriff. The Sheriff is the official City Representative for Appendix A-6 of this Agreement. Communication between the City and the Authority shall be directed through the Sheriff or such other representative as the Sheriff 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). The Authority agrees to pursue available third party payment, including but not limited to the enrollment of prisoners into the Affordable Care Act, 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 and DCJ medical units which require a professional consultation from a provider at Denver Health Medical Center such as radiology, EKGs, 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 all 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. Pursuant to Section 4.1 of the Amended and Restated Operating Agreement, 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, 2016) provide comparative information and data to the City so that it can compare what it would pay under state Medicaid rates and using the 2015 CDM and 2014 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.

(x) Except with respect to the facility rate for special circumstances described in Section 1.3(d)(iii) above, total payments from this formula shall not exceed the amount the Authority is reimbursed by the Colorado medical assistance program including but not limited to capitated, fee schedule and supplemental payments up to the Medicaid Upper Payment Limit amounts permitted under 42 C.F.R. § 447.271, 42 C.F.R. § 447.272, 42 C.F.R. § 447, Subparts F and G, and any related State Plan Amendments to the Colorado State Medicaid Plan as applied to the Authority.

e. For services to prisoners not provided at the Authority that are referred to other providers by Authority physicians or who are treated in another facility on an emergent basis, 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 the Authority 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-3 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 shall prepare an invoice and submit it to the City 60 days after the close of each month. Each invoice shall be accompanied by the monthly reports described below.

g. This payment is characterized as an actual cost. The City and the Authority agree that the annual estimated payment for Fiscal Year 2017 shall be $4,000,000. The calculation is shown below.

Medical Service for Prisoner Care at Denver Health and Hospital Authority

Description	July YTD	July YTD Annualized
Annualized Physician Billing Costs	$ 397,439	$ 682,923
Annualized Hospital Costs	$ 1,688,804	$ 2,901,889
Annualized Ambulance Costs	$ 231,052	$ 397,019
Annualized Outside Services	$ 1,447	$ 2,486
Annualized Cost to Collect 3rd Party Payors	$ 29,167	$ 50,000
2016 Annualized Projection*	$ 2,347,909	$ 4,034,317
2017 Budget Request		$ 4,000,000

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 1.3(d)(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 1.3(d)(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 health 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 Sheriff 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, the Authority 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; and,

(v) within sixty (60) days, a monthly A-6 report and B-3 report as agreed upon by the City and the Authority.

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 fifteen (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 (3) days of the Sheriff's or his/her 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.

c. The City and the Authority agree to cooperatively explore and implement when agreed upon billing opportunities related to the Affordable Care Act.

A.7 Denver Health Medical Plan and City Employee Healthcare Opinion Survey

1.1 Scope of Denver Health Medical Plan

a. The City's Office of Human Resources ("OHR") is the principal City agency responsible for this Appendix. 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. Once per month, the Office of Human Resources (OHR) will generate a premium bill that lists all employees enrolled in Denver Health Medical Plan for the month, the level of benefit and the premium. The City remits by electronic file transfer (EFT) the total premium due. Denver Health Medical Plan will then reconcile the monthly payment against their eligibility and will provide the OHR with a list of discrepancies within thirty (30) days.

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 OHR 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 in the annual contract.

b. Health Employer Data Information Set, National Center for Quality Assurance standards will be used to define the Performance Standards above.

1.4 The Authority - City Employee Healthcare Opinion Survey.

a. The Authority and the City agree that the Authority's Marketing and Public Relations Department will coordinate with the City's Executive Director of the Office of Human Resources to conduct a Denver City Employee Healthcare Opinion Survey ("Survey").

b. The Survey shall be issued every two years with the next survey scheduled for 2017. Denver Health will provide a copy of the Survey to the City's Executive Director of the Office of Human Resources. The Executive Director has the right to review and approve the timing of publication and content design of the Survey prior to publication for coordination with other employee surveys.

c. Once the Survey is pre-approved by the Executive Director of the Office of Human Resources, the Authority will provide a link to the Survey for publication in the City's Employee Bulletin or, if the Bulletin is no longer available, within the City's regular electronic employee communication. The survey link will be made available to employees for up to two consecutive weeks.

d. The Survey content shall be designed and prepared by Denver Health at Denver Health's sole cost and expense. The survey will be conducted and programmed by a market research organization selected and paid for by the Authority. The Survey results shall be considered proprietary and confidential to the Authority. The Authority will share an executive summary of the Survey results with the City upon request.

A.8 Rocky Mountain Poison and Drug Consultation Services

1.1 Scope of Poison Control and Drug Consultation Services

a. The City's Department of Environmental Health ("DEH") is the principal City department responsible for this Appendix. 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. Pursuant to Section 4.1 of the Amended and Restated Operating Agreement, the City will purchase drug consultation services for citizens of the City.

a. Each invoice shall include the following supporting documentation: the month of service and number of calls.

b. This payment is characterized as a flat payment. The City and the Authority agree that the annual maximum payment for Fiscal Year 2017 shall be $96,900. The calculation is shown below.

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 forty-fifth (45^{th}) day after the end of the reporting period.

		2017			
Drug Center Service for the City and County of Denver					
Hours of Operation		24/7/365	24.00	Hours per Day	
			7.00	Days per Week	
			168.00	Total Hours per Week	
			52.00	Weeks per Year	
			8,736.00	Total Service Hours per Year	
Full Time Equilivants (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			1.19	[Calculation- Service hours per year divided by FTE Worked Hours x 25% FTE Coverage]	
Average FTE Cost (based upon 2016 budget)					
	Annual budget for Call Center portion of Drug Center- pharmacist and nurses with benefits		$ 2,475,529.95		
	FTE's in budget		17.00		
	Average rate for 1 FTE		$ 145,619.41		
Program Service Cost					
	Personnel	1.19 FTE times average FTE rate	$ 173,978.55		
	Telephone Line	65.00 per month	780.00		
	Drug Dex Software and semi annual updates		3,200.00		
	Total Budget		$ 177,958.55		
		Less Discount to City	81,058.55	45.5%	discount
		Amount of City Payment	$ 96,900.00		
Program Statistics					
	Drug Center Case Volume		Annual Volume	Per Day Average	% of Total
	2014 Actual Denver City Calls		351	1.35	0.33%
	2014 Actual Other Client Calls		106,762	410.62	99.67%
	2014 Total All Calls		107,113	411.97	100.00%
	Poison Center Case Volume		Annual Volume	Per Day Average	% of Total
	2014 Actual Denver City Calls		14,195	38.89	13.92%
	2014 Actual Other Client Call		87,804	240.56	86.08%
	2014 Total All Calls		101,999	279.45	100.00%
	*Call data includes Colorado HELP calls, 6,514 from Denver area.				
	Drug Center Case Volume		Annual Volume	Per Day Average	% of Total
	2015 Actual Denver City Calls		170	0.65	0.25%
	2015 Actual Other Client Calls		68,244	262.48	99.75%
	2015 Total All Calls		68,414	263.13	100.00%
	Poison Center Case Volume		Annual Volume	Per Day Average	% of Total
	2015 Actual Denver City Calls		10,676	29.25	10.80%
	2015 Actual Other Client Call		88,188	241.61	89.20%
	2015 Total All Calls		98,864	270.86	100.00%
	*Call data includes Colorado HELP calls, 4,858 from Denver area.				

A.9 Clinical and Laboratory Services for the City's Department of Environmental Health

1.1 Scope of Clinical and Laboratory Services for the City's Department of Environmental Health.

a. The City's Department of Environmental Health ("DEH") is the principal City department responsible for this Appendix. The Authority will provide Pathology and Laboratory Services for the DEH. 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's Department of Pathology and Laboratory Services (DPLS) includes services provided to the City's Department of Environmental Health.

1.2 Payment Mechanism. Subject to Section 4.1 of the Amended and Restated Operating Agreement, the City will purchase from the Authority the Services as described in 1.1(a) and 1.1(b) in accordance with the following:

a. The City will order or request Lab Services to be provided directly to the City (and not to, or on behalf of, a particular patient or City employee). Lab Services will be paid for directly by the City, as follows:

b. The City agrees to reimburse DPLS at the rates set forth in the attached fee schedule. Non-scheduled Lab Services performed at DPLS will be billed at the current Medicare fee schedule rate. Tests not performed at DPLS, but forwarded to a reference laboratory will be billed to the City at the same charge as the reference laboratory charges DPLS (any DPLS discounts will be passed through to the City plus a $10 handling charge.

c. Any amendments or changes to the scheduled fees shall be effective sixty (60) days following the date upon which DPLS has notified the City in writing, at which time the amended fee schedule will become part of this Addendum. No tests or services will be priced below the fair market value as required by law.

d. Invoices will include:

i. Name and address of DPLS.
ii. Name and address of the Service Location.
iii. Name of each patient to whom services were provided, the date each service was provided, the accession number for each service provided, the CPT code, if applicable, for each service provided and the charge for each service provided.
iv. Third party courier charges.

1.3 Records

a. *Record Retention Requirements Compliance.* DPLS agrees to keep and maintain any and all records, including but not limited to medical and financial records, for services rendered by DPLS to patients of the City as may be required by federal, state, or local government agency regulations.

b. This payment is characterized as a fee for service.

1.4 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.

1.5 Performance Criteria & Laboratory Report Delivery. Clinical and Laboratory Services for the City's Department of Environmental Health are a Core Service as defined in the Operating Agreement.

a. DPLS shall provide service twenty-four hours per day, seven days per week. DPLS agrees to render Lab Services for the patients of the City in accordance with orders given by the physicians treating the patient.

b. DPLS shall use reasonable efforts to complete tests within stated expected turnaround times (TAT) following receipt of the specimen and the requisition. In general, TAT should be no more than 4 hours following receipt of the specimen and the requisition, unless the test is esoteric, anatomic pathology, molecular diagnostic testing, or a microbiology test which requires longer turnaround. DPLS pricing and TAT are hereby attached as Exhibit A, and incorporated by reference into the Agreement.

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

d. DPLS agrees to deliver a copy of the laboratory report in a timely manner and per the hospital laboratory TAT's. The laboratory test report will include at a minimum: patient's name, date of test, test name, test result, normal values, laboratory name and address. DPLS agrees to make all records on the City patients to whom DPLS has rendered services available for the City upon request.

e. 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.

f. 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.

g. All concerns or complaints regarding laboratory services shall be directed to the

Director of Pathology and Laboratory Services.

h. 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.

APPENDIX B

This appendix sets forth Non-Core Services that the Authority provides to the City.

B.1 Center for Occupational Safety and Health (COSH) and Worker's Compensation Triage Line (OUCH Line)

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 2016. 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.

(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: 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-1, 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 an appropriate care facility 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 Service Team. The City is required to designate authorized treating physicians pursuant to §8-43-404(5)(a)(I)(A), C.R.S. The City Director of Risk Management will designate in writing the current COSH physicians as authorized treating physicians to the Medical Director at COSH by January 1, 2017. The authorized treating physicians will continue in that status until a claim is

closed or a change in the authorized treating physicians is communicated to COSH by the Director of Risk Management. Physicians not designated as authorized treating physicians will not see, treat, or provide services to injured workers of the City. To the extent possible, the City will advise the Authority with prior written notice of issues with physician performance before removing an Authority COSH physician from the City's list of designated physicians, and before failing to renew the status of a currently designated COSH physician.

1.6 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 below.

Other services as requested 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.

1.7 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, but not

less than 100 files. 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.

1.8 Payment Mechanism: To the extent City employees receive services described in section 1.1 of this Appendix from the Authority, and pursuant to Section 4.1 of the Amended and Restated Operating Agreement, 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. City and COSH shall work together to identify appropriate metrics measuring medical performance upon which to create an incentive program in future operating agreements.

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.

(i). The Authority shall submit a bill to the City's Risk Management office within (thirty) 30 days after the first business day of the month for non-workers' compensation services provided the prior month.

(ii.) 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.

1.9 Workers Compensation Triage Line (OUCH Line)

a. DHHA, by and through its department, the Denver Health NurseLine (DHNL), shall provide the City and County of Denver ("City") with OUCH Line workplace incident reporting and work injury telephone triage services.

b. OUCH Line Services shall include answering incoming telephone calls, collection, and documentation of work injury reports and work injury triage recommendations ("Services").

1.10 OUCH Line Scope of Services.

a. Services shall be provided seven (7) days a week, twenty-four (24) hours a day, three hundred sixty-five (365) days a year.

b. All calls for Services will come to the DHNL by dialing the designated DHHA OUCH Line number (303-436-6824). DHNL agrees that it will not publish or otherwise intentionally disseminate this designated phone number outside DHHA and the City because all Services provider hereunder are intended to be for employees of DHHA and the City only.

c. Employees or Supervisors may place calls to DHNL. If a single call results in requests for services to multiple people, each person shall be considered an individual case.

d. The DHNL OUCH Line will provide the following program services:

1) FIRST REPORT OF INJURY

A) Work Injury Report Case: If no medical advice is requested, or required based on the incident, case will be "categorized" and reported as a "work injury report" (non-triage) case. For these cases DHNL will collect and document complete and appropriate work-injury information for each employee encounter on a client specific incident report standardized to the City's requirements and unique risk management needs.

B) Work Injury Triage Case: If DHNL staff provides information as to what

course of action to follow in treating an occupational health problem or injury, including information concerning the source of appropriate medical care, these calls shall be marked and reported as "work injury triage" cases. For these cases DHNL will utilize physician authored guidelines to determine if a medical evaluation is needed, provide medical triage and First Aid advice to employees calling regarding a work-related incident. In addition, DHNL will advise employees to seek the appropriate level of care based on symptoms.

1. Self-Care Treatment
2. Preferred physician/facility network
3. Urgent Care
4. Emergency Room Services

C) Blood Borne Pathogens Exposure (BBPE)/Unknown Meningitis Exposure Calls: A BBPE case is when an employee reports or suspects a possible blood borne pathogen exposure. An Unknown Meningitis Exposure case is when an employee is exposed and the OUCH Line needs to determine if the exposure if viral or bacterial.

D) Physician Medical Triage Case: Calls resulting in a recommendation for medical care within 24 hours is provided second level triage by an experienced Emergency Room physician. Trained professionals will respond to the caller with medical information, provide instructions for home care, or recommend that the caller seek care at a medical facility.

2) REFERRALS: The OUCH Line will provide employee referrals to pre-approved designated facilities /qualified providers as per the direction and authorization of the City Risk Management Department.

3) FOLLOW-UP CALLS: If an employee or supervisor calls back to provide additional information, these are considered follow-up calls. The following will be collected for all follow-up calls and entered into the original call record:

Employer
Caller name
Report ID if available
Reason for call

Examples of these calls may include but are not limited to the following: calls where a report has already been completed and caller requests an update of report, change in provider, ineligible employee, etc.

4) REPORTING: The OUCH Line will provide the City Risk Management Department with the following reports:

1st Report of Injury Case Reports: DHNL will send a report of injury, via secure e-mail to the following departments at e-mail addresses provided by the City:

A) Risk Management
B) Human Resources Department/Agency, and
C) Treating Medical Facility, if applicable.

Standard Case Report Summary. A monthly Standard Case Report summary will be sent via a secure email and shall include:

A) Number of Work Injury (Non-Triage) calls/cases
B) Number of Work Injury Triage calls/cases
C) Number of Follow-up calls
D) Number of BBPE Triage

Custom Reports. Custom reports are available at an additional cost based on the data fields available in the database collection system. Upon request by the City, DHNL will determine whether the City's custom request can be accommodated.

5) OTHER SERVICES:

Language Interpretation/Translation Services: In the event that the DHNL Program receives a call in a language other than English and the DHNL provider needs to consult with a translator in order to provide services to the caller, the DHNL provider will connect with a translation service so that Services can be provided pursuant to this Agreement. Translation cost will be charged to the City on the monthly invoice following the occurrence. Charges will be billed based for all languages on a per minute basis. Current rates are $3.35 per minute.

Electronic Call Recordings (Audio Cases): Should the City need a voice copy of a case/call or request call recording storage, such can be made available up to 89 days from the date of the call. If the City requests a voice recording of a case/call, DHNL can provide a wave file to the City. If a request is made to store a specific recording, this can be done for an agreed upon time period otherwise they remain in archive for up to 6 months, at which time they are delete. These services are available upon written request. Please provide case#, date, time, and department name. Wave files of cases will be provided to the City within five (5) business days from request date. Wave files will be billed at the rates shown in the Compensation section.

IS Services: DHNL will maintain the necessary software and database to document and report on work injury calls. In addition, we will provide call records to Company via a secure e-mail system. These may include other custom connections, custom reporting, etc. All such charges will appear on the monthly invoice following the

occurrence. Any additional requirements may be billed at the IT Services rate in the Compensation section.

Administrative Services: Company shall be billed for requested services based on the level of employee required to perform the services. An example of a special request may include, but is not limited to, an evaluation of a call record and voice recording with or without physician review; custom reports, training of the City employees, etc., which are outside of the standard call center work injury case management. Additional fees may be billed at the Administrative Services rate in the Compensation section.

A) Services will be provided in accordance with the following:

DHNL will utilize protocols and guidelines prepared by nationally recognized healthcare professionals. New protocols and unique guidelines will be mutually agreed upon before implementation.

(i) DHNL staff shall be appropriately licensed and trained to provide the Service.

(ii) DHNL shall perform the Services in compliance with all applicable Federal, State and local laws and regulations.

(iii) DHHA shall operate DHNL in accordance with its policies and procedures.

B) DHNL Processes – Call Handling

Services will be handled in the following manner:

(i) Request for Services" shall mean an incoming call requesting Services regarding a work injury. Employees or Supervisors of the City may be placing calls to the OUCH Line.

(ii) All calls for Services will come to the DHNL by dialing a designated OUCH Line number. DHNL agrees that it will not publish or otherwise intentionally disseminate this designated phone number outside of Denver Health and the City of County of Denver.

(iii) DHNL will answer all incoming calls with the existing greeting. All individuals answering Inbound Calls shall use their best judgment in responding to the call.

(iv) All calls managed by DHNL shall be documented in a medical triage software system. Documented information may include patient (employee) specific information, including demographics, symptoms, general medical history, and nurse communication back to the caller.

(v) DHNL will handle all inbound calls to the City OUCH Line for employees injured in the State of Colorado or Nurse License Compact States.

1. Data Records. DHNL will maintain all hard copy or computer based information indefinitely during the contract period. Following the termination of this contract, DHNL will retain data records for a period of three years. This data can be provided to the City during this three-year period for a fee that is mutually agreed upon by both parties. Information obtained from callers (data records) in provision of services will be jointly owned by the City and DHNL.

2. Quality Assurance. As per established quality assurance guidelines, DHNL will monitor and review random calls.

3. Complaint Procedure. All complaints will be documented in writing. Each complaint will be reviewed by the Program's manager. Follow-up and appropriate corrective action, if any, will be done as necessary on all complaints.

4. Changes in Services. All requests for changes in Services will be submitted in writing. All changes will be mutually agreed upon in writing by the parties prior to implementation.

5. Workers Compensation Triage Line (OUCH Line) services will be procured through a competitive process as required by Executive Order 8, beginning in 2017.

2017 OUCH Line Fee Schedule

	RN Triage	MD Triage	Non-Triage	Follow Up	Language Line (per minute)	WAV Files	BBP/Unknown Exposure	Drug Exposure Protocols	Monthly Fee (includes monthly report)
2017	$34.00	$21.00	$17.00	$13.00	$3.35	$15.00	$50.00	$20.00	$200.00

** The fees above are listed as separate fees for each service offering.*

Denver Health and Hospital Authority

COSH 2017

FEE SCHEDULE FOR NON-WORKERS' COMPENSATION SERVICES

Description of Service	2017 Per Service Fee
PHYSICAL EXAMS	
Post Conditional Job Offer Physicals	$ 135.00
Senior Utility Workers - Post Conditional Job Offer Physical with Range of Motion and Strength Agility Exam	$ 200.00
Pre-employment PT/OT Exam	$ 125.00
Civil Svc (Police / Fire Cadets) Post Cond Job Offer Physical with Range of Motion (includes CBC and Metabolic Panel)	$ 275.00
Dive Physical and Bomb Squad Physical	$ 287.00
DOT Physicals (renewals)	$ 80.00
DOT Physical Followup (routine)	$ 40.00
DOT Physical Followup (complex)	$ 65.00
DOT Physicals (new) with drug screen	$ 260.00
DOT drug screens	$ 180.00
Combined Post Offer & DOT Physical (new) with drug screen	$ 325.00
Hazmat physicals (includes CBC, Metabolic Panel, Lipid)	$ 275.00
Respirator use Medical Exam / Hazmat Exposure Physical Exam	$ 115.00
Medical Review of OSHA Questionnaire	$ 53.00
Fit for Duty	$ 150.00
Fit for Duty Followup	$ 50.00
Disability Retirement (Without Physical).	$ 80.00
Disability Retirement Physical	$ 180.00
OTHER SERVICES	
DPD Firing Range Surveillance Exam / Crime Lab Exam (includes Audio, CBC w/DIFF, BUN, Creatinine, Blood Lead, ZPP)	$ 287.00
Lead Exposure Exam (includes Blood Lead, ZPP, CBC w/DIFF, BUN, Creatinine)	$ 300.00
Lead Exposure Exam Follow up (Only Blood Lead and ZPP)	$ 150.00
Breath alcohol test	$ 30.00
Hearing screening	$ 31.00
Vision test	$ 25.00
Occupational Health Provider (Time Charged Per Hour)	$ 142.00
Respirator Fit Test Qualitative	$ 52.00
Respirator Use Training	$ 31.00
Respirator Training & Qualitative Fit Testing Combined	$ 71.00
Requested drug screen (EO 94)	$ 180.00
EKG	$ 75.00
IMMUNIZATIONS	
Hep B Shot (per injection)	$ 80.00
Flu Shot	$ 25.00
PPD	$ 25.00
Two Step PPD	$ 25.00
MMR Vaccine	$ 80.00
Tdap Vaccine	$ 60.00
Hep A Vaccine (per injection)	$ 80.00
Rabies Vaccine	$ 260.00
Rabies Titer	$ 60.00
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) 2017 Fee for Service - Volume sensitivity model based on competitive pricing, using year to date COSH volume.	
4) A 15% fee will be added to any services requested off-site.	

B.2 NurseLine Services

1.1 Agreement to provide NurseLine Services

a. The Authority will provide medical triage services including, but not limited to nurse medical triage, physician medical triage, medical information, and resource referral information to medically indigent citizens of the City and County of Denver.

b. The City will reimburse the Authority for a portion of the estimated number of medically indigent NurseLine calls from citizens of the City and County of Denver.

1.2 Payment Mechanism.

a. Pursuant to Section 4.1 of the Amended and Restated Operating Agreement, the City will purchase medical triage services for medically indigent citizens of the City and County of Denver, in an agreed amount based on the estimated number of uninsured, medically indigent callers who are citizens of the City and County of Denver.

b. The City and the Authority agree that the annual maximum payment for Fiscal Year 2017 shall not exceed $60,000. This is characterized as a flat payment. Each invoice shall include the number of uninsured calls for the performance period.

1.3 Performance Criteria.

a. The NurseLine will respond to callers 24 hours a day, 365 days a year.

b. Health Information Aides will intake calls, gather chief complaint or medical question, and will collect demographics on calls where medical information is provided.

c. Registered Nurses will provide medical triage utilizing Schmitt-Thompson Clinical Content to arrive at a final disposition of 911, ED, Urgent Care, Appointment, or Home Care.

d. ED Physicians will provide second level triage and staffing as determined necessary by the Authority.

e. Language Translation will be provided for callers through Denver Health medical interpretation services or CyraCom Language Line Services.

f. The NurseLine will strive to adhere to call center standards set by the Utilization Review Accreditation Commission (URAC) Healthcare call Center Guidelines, National Committee for Quality Assurance Guidelines (NCQA), and the Health Insurance Portability and Accountability Act (HIPAA).

g. The Authority will provide a monthly report to the City through the Executive Director of the Department of Environmental Health in an agreed format. The report shall provide numbers for the total and for the target populations served that month and the amount of year-to-

date expenses and revenues for the Denver Health NurseLine. The monthly report shall be submitted to the City by the 20th day after the end of each month.

h. In addition to monthly reports described below, the Authority will provide an annual report by May 1 of the year following the year being reported on to the City through the Executive Director of the Department of Environmental Health. The report shall include the following information for the year just ended and the previous fiscal year: NurseLine medical triage cases in total; medical triage cases for uninsured, medically indigent patients from the City and County of Denver; physician medical triage cases; behavior health cases; all other cases; and medical interpretation cases.

B.3 Acute and Chronic Health Care at Denver County Jail and Downtown Detention Center

1.1 Scope of Medical Services

a. The City's Department of Safety is the principal City department responsible for this Appendix. The Authority shall oversee and provide the City with onsite health services at the Denver County Jail (DCJ) and Downtown Detention Center ("DDC"), including physical examination, dental examination and x-ray (dental x-ray at the DDC and DCJ), medication room, 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), bio-hazard disposal, peer review, 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, including for the Prison Rape Elimination Act "PREA", 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) Inmates and prisoners receiving medical care at the DCJ and DDC are patients of the Denver Health Medical Center (the Authority).

(iii) 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.

(iv) 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 and mental health provider (psychiatrist/mid-level) coverage shall be provided at least five (5) days per 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. The provider will stay onsite until the inmate referrals are evaluated and treated, and charting is completed.

The Authority shall provide qualified Health Information staff to operate and maintain a Health Information department and pharmacy staff to operate an onsite medication room. The Authority will provide additional limited term healthcare staff as funded by the City, and will not exceed 2.0 FTE HIM Clerk III positions in 2017. The positions are term limited to December 2019.

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 DCJ, 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.

d. The City and the Authority agree that further research is needed to explore and develop a business case, including feasibility and recommendations, for electronic medical records ("EMR"). The City will provide the Authority with $100,000 for consultant services regarding EMR.

1.2 Authority of the Sheriff.

a. The Sheriff is the official City Representative for Appendix B-3 of this Agreement. Communication between the City and the Authority shall be directed through the Sheriff or such other representative as the Sheriff shall designate.

b. All personnel are under the jurisdiction of the Sheriff's Department while onsite at the 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 that provide psychology services to City inmates, 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 Denver Sheriff Health records.

(iii) Any prescriptions for mental health treatment shall be provided solely by the Authority.

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.

(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. 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.

(iii) 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.

(iv) 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.

(v) 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.

(vi) 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. Pursuant to Section 4.1 of the Amended and Restated Operating Agreement, the City will purchase from the Authority Medical Services, as defined in the Agreement.

b. This payment is characterized as an actual cost. The City and the Authority agree that the annual estimated amount for the Fiscal Year 2017 is $11,502,299 . Each invoice shall be accompanied by the monthly B-3 statistical report.

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.

Denver Health and Hospital Authority: Denver Sheriffs				
Year 2017 Budget Final				
Cost Center	Personnel	Supplies & Services	Capital	TOTAL
Sheriffs	10,068,520	1,433,779		11,502,299
Sheriffs	10,068,520	1,433,779	-	11,502,299

1.5 Maintenance, Supplies and Equipment:

a. Cleaning and maintenance of the medical unit 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 medical unit patients will continue to be provided by the Denver Sheriff's Department.

c. The 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 30th 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, the American Correctional Association, and to meet PREA standards;

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 DCJ 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 by the Authority in an electronic format when applicable in a medical record system at the jail. Additionally, it is understood and agreed that all patient charts, medical files for

treatment at DCJ 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. Such jail medical records are owned by the City. The Authority shall maintain custody of the jail medical records on behalf of the City which shall retain them for at least 10 years, provided however, that the City and the Authority, including the Authority's physicians, shall have full access to such records through the term of this Agreement for the purpose of performing its services hereunder and thereafter, and the Authority and its physicians 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 medical unit 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 Authority is responsible for providing health records to the City for transport to DDC, DCJ, and Denver Health. The City is responsible for transporting inmate medical records to and from the DDC, the Denver County Jail, and Denver Health 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.

The Sheriff or designee reserves the right to deny access inside of any Sheriff facility to Authority employees for violations of any DSD rules or code of conduct or background check requirements.

The City and the Authority agree to review best practices for on-boarding requirements of Authority employees who work in the jail setting and come to a mutually acceptable list of on-boarding requirements.

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.

c. The City and the Authority agree to cooperatively explore and implement when agreed upon billing opportunities related to the Affordable Care Act.

B.4 Denver Department of Human Services (Child Welfare)

1.1 Scope of Child Abuse and Neglect Medical Evaluations for City Child Welfare Division.

a. The City's Department of Human Services ("DDHS") The Authority will provide a medical team to include at least one licensed physician and other staff as outlined in the Agreement to perform the following duties:

i. Medical examinations requested through the Order-In process.

(1) Provide healthcare services including medical evaluations for children ages 0-21 years being evaluated by DDHS through the Order-In process due to concerns of abuse and/or neglect. 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).

(2) The Authority and DDHS agree that they will work collaboratively with other agencies and organizations involved with the care of children seen at the clinic including but not limited to the Denver Police Department, the District's Attorney's Office and the Denver Children's Advocacy Center. The Authority and DDHS will share information 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;

ii. Medical Examinations outside of the Order-In process.

(1) Provide medical evaluations for children ages 0-21 years being evaluated by DDHS for concerns of abuse and neglect. 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).

iii. Out-of-Home Placement Intake Examinations

(1) The Authority shall provide intake medical evaluations for children ages 0-21 years being placed out of their homes. Medical evaluations shall be completed within 14 days of placement in any level of care.

b. The parties agree that a signed consent form is necessary before any child can receive healthcare services unless the situation is emergent as determined by the professional judgment of the medical staff.

c. The parties agree that all staff providing health care services at the clinic shall adhere to all the Authority and DDHS policies and procedures with respect to confidentiality

d. 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

e. 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.

f. As a separate, continuing obligation under the Denver Interagency Child Abuse, Child Sexual Abuse and Drug Endangered Children Protocol and without charge to the City, the Authority will maintain a clearly defined structure to provide access to emergency medical evaluation and consultation outside of ordinary business hours.

1.2 Scope of Consultation Services for the City's Department of Human Services Child Welfare Division.

a. Consultation on medically complex and medically fragile cases with Child Welfare workers, including attendance and participation in multidisciplinary team meetings, such as RED team or VOICES meetings, on such cases;

b. Provide basic medical consultation for DDHS Child Welfare Division staff or referring the staff to an appropriate medical specialist as needed;

c. Follow up consultation to Child Welfare worker(s) by written confirmation to the Child Welfare worker (to be retained for records and distributed as indicated), within 24 business hours of the verbal consultation. The written confirmation of advice will include the identity of the child and sufficient detail so that it may be used by the department for the purposes of response, decision-making, the family services plan, and other matters, all in the best interest of the child;

d. Hospital consultations within Denver Health Medical Center, through other hospitals as needed and to the extent allowable, and After Hours services through DECC;

e. Provide consultation on the Denver Child Fatality Review Team (CFRT);

f. Intake/Investigation consultation under the cooperative agreement;

g. Provide expert testimony related to Dependency and Neglect cases in required locations at the request of the City Attorney and DDHS. This includes the expectation that the experts will cooperate with legal staff of the City Attorney's office and will make themselves available to discuss testimony in preparation for deposition, hearing, trial or other proceedings.

h. The Authority will provide medical staff to support DDHS administration at the Child Abuse Response Improvement Team (CARIT);

i. Professional development through Denver Health Medical Center to include Systems Management.

1.3 Scope of Medical Passport Services for the City's Department of Human Services Child Welfare Division.

a. The Authority will provide staff to ensure Medical Passports are compiled for all children entering out-of-home care in Denver County per child welfare rules;

b. Identify special/high risk medical needs cases based upon the available case information, developing medical treatment plans for children/youth in these cases, and communicating the plans to the out-of-home placement providers within the scope of the available funding. Additionally, when appropriate, the caseworker and/or regular medical provider shall be informed of the information and plan.

1.4 Scope of Services for the Nursing Health Assessment Triage for Families Referred to the Authority by the City's Department of Human Services Child Welfare Division through the Nurse Family Wellness Program.

a. The Authority will provide healthcare screening and assessment and nursing evaluations for pregnant women, children ages 0-12 years, and their families referred for services to assist in the mitigation of risk factors of abuse and neglect. Families will be referred by DDHS based on their assessment of a family's and/or child's need for these services. The services to be provided include, but are not limited to:

- Professional nursing services;
- Technical assistance;
- Consultation; and
- Service referral.

i. The target population will be pregnant women and children ages 0-5 who have been screened out for investigation of child abuse/neglect (immediate safety concerns have been ruled out), when concerns with medical, dental, behavioral, developmental health or chronic neglect issues are reported and of concern. Screened out referrals in this category will be sent to the Authority through an assigned Prevention Service Navigator (Utilization Management Coordinator) to assign medical/nurse preventative services to the family in order to mitigate current and future risk.

ii. The anticipated monthly referral rate will be up to 25 families. The nurse home visitors will provide services with expertise in in-home assessment of children and families and will work closely with the established Authority – DDHS collaborative medical team. Staffing hours will be contingent on the needs and schedules of the participating family. The nurse home visitor will assess for the following:

- General health and wellbeing (physical, dental and emotional);
- Social isolation;

- School readiness;
- Child growth and development;
- Positive parenting practices;
- Assess parent-child attachment;
- Environmental safety; and
- Clothing, Shelter (Maslow's Hierarchy).

Additionally, the medical team shall maintain all recognized practice standards that are in accordance with the Authority and licensing, state and federal standards, policies and procedures.

iii. The purpose of the nurse home visitor in collaboration with and through the DDHS Service Navigator is to provide supporting parenting intervention and referral, health and environmental education, assistance in obtaining access to healthcare and healthcare insurance, and assistance in obtaining access to community-based services. These services may include, but are not limited to, those that address mental health, domestic violence, drug use issues and other needs such as food, housing and employment services. The primary goal is to help families support their children's wellbeing and reduce rates of future maltreatment.

b. The Authority will help coordinate and administer home visitation services for children and families referred by DDHS in their individual residence(s).

i. The Authority shall provide nurse home visitors as required to visit families.

ii. Frequency of visitation shall be based on a determination of need in the home or at a location convenient for the family. Nurses will meet with the families for a period not to exceed 120 days based on the needs of the family. Services exceeding 120 days require written approval from DDHS.

iii. Nurses shall identify any special needs and/or medical risk based on the information obtained during the home visit. Nurses shall be responsible for communicating their findings, recommendations and action plans to the DDHS Service Navigator and the participant. Additionally, when appropriate, the Primary Care Provider (PCP) shall be informed of the information and plan when at all possible.

iv. DDHS will notify the family that a referral has been made to Protective Services the day the referral is received.

v. A request will be sent to the Authority Nurse Home Visitor program to initiate a home visit. Included in the request will be the reason the client was referred to Child Protective Services and the reason for the referral for nurse home visitation services.

vi. The Nurse Home Visitor program will offer a minimum of a one-time home visit to families referred to the Authority by DDHS.

vii. The Authority will accept a maximum of twenty-five (25) and a minimum of ten (10) referrals per month from DDHS unless both parties give written consent to go above or

below these parameters.

viii. The Nurse Family Wellness Program will attempt to contact the client by phone, text or in person twice during a one-week period. If the client does not have a working phone number, the nurses will go to the home and leave information on how to contact them to schedule a home visit.

ix. Nurse home visitors will make every effort to complete the home visit within 14 working days of receiving the referral from DDHS.

x. Clients who are not at home for more than three (3) scheduled visits will not be offered additional home visits. If the client refused to have a home visit, the nurse will offer to provide resources over the phone and send additional resources in the mail if necessary.

xi. Nurse home visitors will return to DDHS via fax, email or in person, a one-page referral form that indicates the home visit was completed and what resources were given.

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

d. The parties agree that they will work collaboratively with one another regarding care of the child(ren). Information will be shared with agencies and organizations as needed for the timely completion of the assessment and evaluation services following established policies and procedures concerning nurse home visitation including releases of information from families who are receiving preventive nurse visitation services.

e. DDHS will provide the referral contact information (name(s), address and phone numbers) for the identified families to the nurse home visitation coordinator identified by the Authority. DDHS will inform the family of the referral made so they can anticipate contact from the nurse home visit. DDHS shall:

i. Provide information as necessary or reasonably requested by the Authority to enable the Authority's performance under this agreement. This will include the reason for the referral to the program as well as notification to the family of the engagement of a nurse home visitor.

ii. Provide Prevention Service Navigators to support the linkage to needed services for engaged families.

iii. Provide assistance and direction on reporting specifications and metrics.

iv. Provide support for program development and evaluation to include data collection and analysis to assess outcomes.

v. Provide onsite office space at the Castro Building, 1200 Federal Blvd, Denver, CO 80204 and at the East Office, 3815 Steele St, Denver, CO 80205 as needed.

f. DDHS will provide financial support for nurse home visitation services including but not limited to nurse visitor training and personnel costs for assessment, evaluation and service coordination (referrals), and general and medical supplies that are non-billable to Medicaid.

g. Performance Criteria: Assessment and Evaluation of children in the home.

i. All pregnant women and children referred to the nurse visitation program will be assessed for risk and wellbeing within their home environment by a consistent team of nurse home visitors who would also support the establishment or maintenance of a medical home for the provision of prenatal care and/or episodic care for children (dependent upon ability to make contact and engage family). The Authority will track the number of pregnant women and children seen for nurse home visitation, evaluations, assessments, consults, referrals and discharge plans.

ii. The Authority will track the anticipated length of time to reach the stated goal: time can vary from one 60-minute home visit to four months of follow up with the family.

iii. Indicators of success: Nurse assessments offer support for families as well as connections to indicated resources and services. Screening tools identify improvements in child and family conditions, such as reduced or less frequent child welfare contact, improved engagement with a medical home, increased immunization rates and decreased emergency room visits.

iv. The Authority will report on the following output indicators:

1. Number of referrals received;
2. Number of onsite consults;
3. Number of home visits attempted, and made;
4. Number of unsuccessful attempts; and
5. Number and type of resource connections made.

v. The Authority and DDHS will report on the following outcome measures (to include, but not to be limited to):

1. Results on screening tools;
2. Establishment of medical homes;
3. Immunization rates;
4. Emergency Room visits; and
5. Timing and rate of subsequent child welfare referrals.

1.5 Agreement to Provide Training for the City's Department of Human Services Child Welfare Division (DDHS)

a. The Authority will partner with the Child Welfare Division in defining the target population and types of issues for which consultation, evaluation, training and referral services will be provided to Child Welfare workers.

b. The Authority will train Child Welfare workers (from a medical standpoint) on child abuse and neglect, terminology, investigation, available healthcare services, and other related subjects (as requested) in order to increase their knowledge base. Training may be provided to individual caseworkers as the need arises as well as to groups of workers as scheduled.

1.6 Payment and Related Requirements**.** The parties agree that these are Non-Core services as defined in the Operating Agreement and that the City will purchase them from the Authority as follows:

The Authority will provide additional healthcare providers and support staff for the medical clinic as funded by DDHS to evaluate children for abuse and neglect. The Authority, upon written request and approval from DDHS, may change healthcare providers and support staff positions in the medical clinic throughout the year as needed. The number and level of staff assigned by the Authority to the clinic will be determined in consultation with DDHS administration based on the needs of DDHS for medical evaluation and shall not exceed the following:

- Child Abuse Pediatrician and Team Lead/Medical Director (0.6FTE);
- Child Abuse Pediatrician (0.7 FTE);
- Clinical Provider/PA (0.7 FTE);
- Clinic Clerk (1.0 FTE);
- Health Care Partner/Medical Assistant (0.8 FTE);
- Passport/Medical Assistant (0.8 FTE);
- Clinic Clerk/Health Passport Coordinator (1.0 FTE);
- Clerk/Health Passport (0.5 FTE);
- Health Passport RN (1.0 FTE);
- DDHS Nurse Family Wellness Program RN/Program Manager (1.0 FTE);
- DDHS Nurse Family Wellness Program RN (1.0 FTE); and
- Nurse Practitioner/Child Abuse Pediatrician (.5 FTE).

a. The Authority will invoice the City for the above services within fifteen (15) days of the end of each month. The Authority shall use DDHS' preferred invoice template, if requested. Each invoice shall contain at least the following information for each position:

i. The rate for each provider, including fringe if applicable;

ii. The date(s) and specific services rendered and, when known or applicable, to whom;

iii. The specific administrative services rendered, including general consultation, and dates when such services were provided;

iv. The name and position of the provider of such service, associated time sheets and proof of payment;

v. Identification of and deduction for all time, services, and provider(s) for which payment is already being made under other contracts between the parties or available from

third party sources. Documentation supporting the invoice shall include, for each service provided, both the names of the children and youth to whom the services were delivered, the cost of such services provided, and the offsetting third party reimbursements received, along with the identification of the third party from whom payments were received; and

vi. The net amount owed by the City for the period covered by the invoice.

vii. 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 related services. If this service is discontinued, any surplus existing at the time of the discontinuance will be returned to the City.

b. In addition to the salaries for the Nurse Home Visitors, the City will supply computers, phones and wireless access, and will provide ongoing training including use of all tools.

c. The City will reimburse the Authority for reasonable office supplies for the medical clinic provided proof of payment and any other required documentation is submitted with the invoices. DDHS will provide access to telephones, copy machines, fax machines and computers.

d. The City reserves the right to require such additional documentation as it deems appropriate to support each invoice.

e. The City shall not pay for any service, time or provider payable under any other contract with the Authority or payable from any other source.

f. The City shall pay the net amount due each month after identification of and deduction for all time, services, and providers for which payment is available under other contracts between the parties or from any third party source.

g. The Authority will refer for and facilitate third party eligibility and payment for all covered services, including for all Medicaid eligible and other private or government funded services and benefits. Such facilitation shall only apply to those services that meet the requirements of referrals for child welfare services as defined by the City.

h. This payment is characterized as an actual cost. The City and the Authority agree that the total amount to be paid under this section for Fiscal Year 2017 shall not exceed $815,170. However, the City reserves the right to reduce or otherwise modify the amount to be paid and the services to be provided during 2017 based on changes in service needs. If significant changes in services become necessary, the City will provide ninety days' notice before reductions or other modifications are implemented. The calculation is shown below.

i. The Medical Director provided by the Authority and the DDHS Deputy Executive Director assigned to this program will meet a minimum of one time per month to evaluate the program and determine the effectiveness of the individual parts as well as the program in its entirety.

Denver Health and Hospital Authority: Family Crisis					
Year 2017 Budget Final					
Cost Center	Personnel	Supplies & Services	Capital	Other Funding Source	**TOTAL**
Child Welfare	993,086	22,084	-	(200,000)	815,170
					-
TOTAL Child Welfare	993,086	22,084	-	(200,000)	815,170

B.5 Head Start Medical Services

1.1 Scope of Medical Services to Head Start participants

a. The City's Mayor's Office of Education and Children is the principal City agency responsible for this Appendix. The Authority will provide certain medical services to the City's 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 the Authority 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.6 Marijuana Research

1.1 Data Collection and Other Services Relating to Health Impacts of Marijuana

a. The Authority shall provide the following services related to monitoring the health impacts of marijuana use in the City. This includes, but is not limited to, the following functions:

- Monitor the use and trends in marijuana use in Denver's children and youth;
- Monitor the use of marijuana among pregnant women and the potential for intrauterine exposure;
- Work in concert with Denver Human Services' Office of Drug Strategy to align data systems;
- Work to develop and maintain a set of electronic Business Intelligence Tools / dashboards to collect, analyze, monitor and compare data from a variety of sources concerning marijuana use and abuse;
- Contract with vendors as needed to develop and maintain the Business Intelligence Tools;
- Enter into HIPAA Business Associate Agreements and other Data Use Agreements with required entities to permit the sharing of data related to marijuana use and abuse;
- Provide analytic reports (written or verbal) to the City interpreting findings from the Business Intelligence Tools and separate analyses regarding trends in marijuana use and abuse;
- Provide Progress Reports to the City throughout the year regarding the development of agreements, data transfer and analysis regarding marijuana use and abuse in the City and County of Denver; and,
- Work in concert with the Mayor's Office of Marijuana Policy to inform marijuana policy and education and to provide regular updates regarding marijuana-related information received from the Colorado Department of Public Health and Environment (CDPHE) and other Authority partners.

b. The parties agree that marijuana health impact data collection services should be provided in a collaborative and coordinated manner and expect the City and the Authority to work together to serve the best interest of the citizens of the City in an efficient and cost effective manner. Data and results will be shared with the City as a method to inform all of the prevention and education campaigns in which the City is involved or considering. Development and distribution of marijuana-related education materials shall be reviewed and are subject to approval by the City.

c. The scope of marijuana health data collection services to be provided by the Authority includes services to all citizens of the City.

1.2 Specific Time Frame for Performance.

a. By January 31, 2017, the Authority shall have completed loading the data sources into the data warehouse and incorporated them into the Business Intelligence dashboards for marijuana health data, and developed a Business Intelligence requirements document defining the maintenance of the dashboards.

b. The City recognizes that issues related to the establishment of these governance rules and associated agreements may impede the acquisition of all data elements and alter the proposed time frame in which analysis can be completed.

c. The Authority shall submit to the City quarterly reports on progress in acquisition of the data elements, establishment and maintenance of the monitoring systems and analysis of the available data in January, April, July and October 2017.

1.3 Performance Criteria

a. Using the emerging Business Intelligence infrastructure, the Authority will develop a comprehensive monitoring system in concert with the Office of Drug Strategy and the Mayor's Office of Marijuana Policy that includes data from a myriad of data sources (e.g., electronic health records, hospital and emergency department visits, school observations, traditional monitoring systems, and Rocky Mountain Poison and Drug Center accidental ingestion data) to provide confidential and secure levels of detail depending on the purpose for which the data will be used. Prior to achieving access to and analysis of each data source, significant efforts will be required regarding development of governance rules and business associates agreements. Operational and technical processes to extract, transform, and load the data into a monitoring system will be required. Meetings with key stakeholders will define the requirements for analysis and reporting and help design the dashboards or reporting tools needed. A thorough quality assessment of the data will be undertaken with several cycles of data cleaning to assure valid and reliable results.

b. Reports will be generated that describe patterns of usage for all defined groups. These may be stratified by age, socioeconomic status, race/ethnicity, gender, neighborhood and school. Focus groups will be conducted with those stakeholders (including the City) to assure the reports are meeting their specific needs.

c. Data sources that will be used may include:

- Denver Public Schools "Healthy Kids Colorado Survey";
- Denver Public Schools data on marijuana-related counseling and treatment referrals and disciplinary reports;
- Colorado Hospital Association data on youth hospital admissions related to marijuana intoxication compared to other substances;
- Rocky Mountain Poison and Drug Center data on accidental ingestions of marijuana; and
- Comparative monitoring data for Colorado and US using Youth Risk Behavioral Survey, Pregnancy Risk Assessment Monitoring System, the National Survey of Drug Use and Health, and the Behavioral Risk Factor Surveillance System.

d. Sample performance measures may include, but are not limited to:

- Percent of Denver children and youth reporting utilization of marijuana products;
- Percent of Denver children and youth reporting perceived risk around marijuana use;
- Percent of pregnant women reporting the utilization of marijuana products;
- Data on preferred consumption method;
- Data on unintended consumption, including the number or percent of marijuana-related calls to the Rocky Mountain Poison and Drug Center;
- Marijuana related deaths;
- Marijuana health-related indicator data;
- Comparison chart comparing Denver to Colorado and national statistics where possible; and,
- Percent of youth entering state funded treatment centers.

e. The Authority will provide quarterly reports to the City which indicates the amount of year-to-date expenses and revenues for the Health Impacts of Marijuana Data Collection services, no later than forty-five (45) days after the end of each reporting period.

1.4 All Funds

a. The Authority shall reasonably coordinate its efforts with other federal, state and local agencies, as well as private sources, to ensure that duplication of services and funding is avoided.

1.5 2017 Budget

a. The City's total funding for the Marijuana Research program for Fiscal Year 2017 shall not exceed $168,172. This is characterized as a flat payment.

Denver Health and Hospital Authority: Marijuana Surveillance			
Year 2017 Budget Final			
Cost Center	Personnel	Supplies & 77891	TOTAL
Marijuana Surveillance	90,281	77,891	168,172
TOTAL Marijuana Surveillance	90,281	77,891	168,172

B.7 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.

1.2 SANE.

a. In accordance with State statute C.R.S. 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, including photography services for cases of domestic violence, non-accidental trauma or other physical assaults, as requested or referred by a City law enforcement agency at the following per exam rates: $680.00 for victims and $235.00 for suspects, which is the Authority's actual cost. Forensic photography for cases of domestic violence, non-accidental trauma, or other physical assaults may also be provided by the SANE per law enforcement request and pending the availability of the examiner for a fee of $175.00. This payment is characterized as a fee for service.

b. 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.

c. 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.

d. 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.

e. 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.

f. 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.

g. 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 (60) days prior to anticipated date of the rate increase and must be accompanied by supporting documentation.

1.3 Expert Witness. 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.

1.4 Competency Examination. The Authority agrees to provide competency evaluations or other investigative reports to determine competency as requested by the County Court. The Authority and the City's County Court have agreed to a new process, which includes scheduling a two (2) hour time block of time for a total of four (4) available examinations every Friday. These examinations shall be performed for a per report fee of $600.00. The City will pay the Authority a $225.00 preparation fee for each individual who fails to appear to the set examination. This payment is characterized as a fee for service.

1.5 Blood Alcohol Draws. 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. This payment is characterized as a fee for service.

1.6 Park Hill. 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.

a. 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 2017, the City's annual payment for its land acquisition and construction contribution to the Park Hill Clinic shall be $133,076.

1.7 South Westside Clinic. The Authority is constructing a new Southwest Family Health Center (formerly referred to as South Westside Clinic and South West 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 through proceeds of the Better Denver Bonds program (the "South Westside Clinic Proceeds") and the Capital Improvement Fund (CIF), pursuant to the terms of the Southwest Family Health Center Funding Agreement.

a. From 2017 and continuing through 2028, the City will pay an amount not to exceed $1,200,000 each year. The City's total funding for the clinic from all sources for all time shall not exceed $22,150,000.

b. The City's obligation to make this payment is pursuant to the terms of the South Westside Clinic Funding 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.

1.8 At-risk Intervention and Mentoring (AIM) Program.

a. AIM. The At-risk Intervention and Mentoring (AIM) program is the Authority's violence intervention program based on a trauma-informed care model of intervening with youth when they present to the emergency department for care related to violence. The City will reimburse the Authority a maximum of $163,993 annually for costs associated with the AIM program. This is characterized as a flat payment.

b. The Authority's AIM program services include bedside interventions, connecting youth with needed medical, mental health, and substance abuse services, support for school success, and job training and retention through focused mentoring and case management by highly-trained culturally-competent outreach workers.

c. The Authority's AIM program will provide services to over three hundred (300) people in 2017, and conduct an estimated 250 bedside interventions with youth, and approximately twenty (20) critical crisis interventions within the Authority. AIM will provide up to ten (10) trauma-informed care trainings around at-risk youth to various departments and staff member, including frontline emergency department staff, community and school-based clinic providers, and in-patient staff that care for injured patients.

d. AIM will provide up to ten (10) trauma-informed care trainings around at-risk youth to various departments and staff member, including frontline emergency department staff, community and school-based clinic providers, and in-patient staff that care for injured patients. Trainings will be 1-3 hour blocks of interactive sessions with outreach workers, molded to fit the needs of specific departments and clinics; these activities will be eligible for continuing education credits.

e. Funding will support the following positions:

- 2.3 FTE of outreach staff, contracted through a vendor agreement;
- 0.2 FTE of an AIM community organizer to build pathways for youth success within the health care industry;
- 0.4 FTE to support a program manager to provide oversight of budgets, sustainability planning, and supervision of research projects; and
- Provide patient stipends and Institutional Review Board (IRB) fees to supplement the current Department of Justice research study.

f. 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 (60) days prior to anticipated date of the rate increase and must be accompanied by supporting documentation.

1.9 Payment Mechanism. Pursuant to Section 4.1 of the Amended and Restated Operating Agreement, the City will reimburse the Authority for the services described in 1.1 based on the actual cost of the Services provided.

Denver Health and Hospital Authority: At-Risk Intervention and Mentoring (AIM)			
Year 2017 Budget Request			
Cost Center	Personnel	Supplies & Services	**TOTAL**
At-Risk Intervention and Mentoring (AIM)	30,727	133,266	**163,993**
			-
TOTAL At-Risk Intervention and Mentoring (AIM)	30,727	133,266	**163,993**

1.10 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.

1.11 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 (Office of Human Resources)

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 $34.97 (calculated on an annual cost of $420.00 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. 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 Officer of Human Resources and Director of Human Resource Operations 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 Career Service Authority will also provide the Authority with the same notice and opportunity to comment on proposed changes to salary grades and salary adjustments to affected employees that it provides to other City agencies. The Authority's Chief Clinical Operations Officer and the Chief Officer of Human 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. Department of Finance

A. The Chief Financial Officer (CFO)

1. The CFO will work cooperatively with the Authority to perform separation audits.

2. The CFO may provide Payroll Services at a per capita rate of $201.66 per employee (equal to a rate of $7.76 per employee per pay period) per year or such other rate as may be agreed to by the CFO 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 CFO shall work cooperatively with the Authority in the process of automating the payroll system.

4. The CFO'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 CFO 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.

B. Armored Vehicle Services

1. The Denver Department of Finance through its Cash Management section shall provide weekday pickup of check and cash deposits by armored courier services to the Authority at an estimated rate of $584.00 per month. The total cost is estimated to be $7,009 for Fiscal Year 2017. These services will be billed monthly and are subject to annual renewal.

2. Armored courier service includes weekday pickup of check and cash deposits by armored courier at the designated business location within an agreed upon timeframe for same-day delivery to the Authority's designated financial depository, as well as delivery of deposit supplies as ordered and purchased from courier by the City at the Authority's request.

3. The Authority will implement the following process:

a. Each deposit shall include a completed bank deposit slip, which shall be sealed with checks and cash in the respective compartments of a tamper-proof deposit bag containing depository information on the outside.

b. Each deposit shall be recorded on a manifest that shall be signed by the Authority's preparer and the courier to certify the deposit total at time of pickup, with a copy retained by each party.

c. Standard service is provided Monday through Friday with the exception of City holidays, unless arranged otherwise.

d. Changes to service including schedule, pickup location, delivery location, or process shall be coordinated through the City's Cash Management section within the Department of Finance.

4. Denver's Cash Management section 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 the invoice is made. The Authority will make payments for each invoice to the City within thirty (30) days of the receipt of the invoice.

5. The Authority agrees to be responsible for any and all acts or omissions of its officers, employees, contractors, and agents arising out of this service. The parties acknowledge that the City and the Authority are subject to the protections and limitations of the Colorado Governmental Immunity Act, C.R.S. §24-10-101, *et seq*.

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 $68.003 per hour and Assistant City Attorney work shall be paid at a rate of $141.00. 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 2017 is $150,000.

IV. 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. As of this date, all claims adjusted by CWCU are closed (Grover Medical Payments are exempt) and no annual claims review meeting will be required. Should any event cause the re-opening of any DH CSA employee claim, adjusted by CWCU, a claims review meeting may be requested at any time by either party to review the specifics including a financial review of reserves and incurred figures.

2. The CWCU shall maintain all documents related to claims adjusted by CWCU. This documentation shall be made available for review upon written request by the Authority if needed.

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.

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 mean 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 to Denver Health as incurred on or before December 1st of each year.

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 to12:00:00 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 with any such request for reimbursement. Reimbursement billing shall be made as incurred, or at the discretion of the CWCU, but no less than annually on or before December 1st of each year.

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 after12:00:01 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.

V. 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 2017 is $34,500.

B. These services will be billed monthly.

VI. Denver Police Department

A. The Denver Police Department shall provide traffic accident reports to the Authority by facsimile copy within seventy-two (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 2017 is $4,000. These services will be billed monthly and are subject to annual renewal.

B. The Denver Police Department shall assign an officer to the Emergency Department whose primary responsibility is the prevention of crime and preservation of peace in the Emergency Department.

1. Officers assigned to Denver Health Medical Center will:

   a. takes appropriate law enforcement action when needed, in accordance with all laws, statutes and ordinances but Officers will not enforce Denver Health Medical Center rules or policies;

b. intervenes on criminal violations, violent or disruptive behavior that could cause injury or harm to hospital staff, patients or guests;

c. develops a cooperative relationship with the Denver Health Medical Center staff to promote a safe environment;

d. coordinate with hospital security staff (HSS) to enhance Hospital and Emergency Room safety;

e. complete crime reports, statements, document suspicious incidents and initiate investigations on all criminal cases rising to their attention while assigned to the hospital;

f. work closely with Major Crimes Division investigators to ensure appropriate law enforcement response on serious criminal offenses;

g. coordinate with officers and supervisors from the district of origin regarding crime and accident scenes for walk-in patients;

h. ensures the proper collection and preservation of physical evidence on all crime matters brought to their attention;

i. work with Hospital and Emergency Room staff to develop emergency management plans in the event of a critical incident or crisis situation;

j. coordinate with Denver Sheriff's Department personnel on patients requiring a custodial hold;

k. coordinate with Victim Assistance staff when needed;

l. coordinate with Violence Interrupters / Gang Outreach workers when needed.

2. The Denver Police Department will staff and supervise the position as follows:

a. staffing four days per week, fifty-two (52) weeks per year;

b. one officer working a 10-hour shift with T-W-Th off;

c. shift hours from 1600 to 0200;

d. hours worked in excess of the regularly scheduled shift to be compensated to the officer as overtime, at the officer's hourly rate of pay x 1.5;

e. Officer in full Denver Police Department uniform;

f. Officer(s) to report to and be under the supervision of a Denver Police District One sergeant and that sergeant will be responsible for ensuring the position is staffed when the regularly assigned officer is on vacation.

3. The Denver Police Department will communicate any changes in the staff assigned to Denver Health to the Authority's Director of Support Services.

4. The City and the Authority agree to review on-boarding requirements for police officers assigned to the Emergency Department.

5. The Denver Police Department (Financial Services Division) will bill the Authority on a monthly basis, at a flat rate of $4,834. The monthly flat rate is based on the cost of an average Police Officer 1 (salary, holidays, premium pay, taxes, and benefits). The maximum billable amount for Fiscal Year 2017 is $58,008. The maximum billable amount for the fiscal year is based on the cost of an average Police Officer 1 (salary, holidays, premium pay, taxes, and benefits) and up to 144 hours of overtime. If an assigned police officer works overtime, the Denver Police Department will add 50% of the actual increased amount to the monthly invoice payable by the Authority. The Authority and the City agree to share cost increases due to annual salary, benefits, taxes, and other compensation changes equally going forward.

VII. 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 $50,000 for providing key security services for other jurisdictions' prisoners. The total cost is estimated to be $396,313 for Fiscal Year 2017. On request of Denver Health and with reasonable advance notice, 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 with 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 Heath 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.

D. On request of Denver Health and with reasonable advance notice, the Denver Sheriff Department will provide security services to its own prisoners at or in transit to other treatment locations within Denver Health.

VIII. 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.

IX. 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. The estimated payment for 2017 is $275,296.

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

X. 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 2017, 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 2017.

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.

XI. 911 Call Center Lease (see separate agreement; 2017 amount totals $468,674).

XII. Department of Safety

A. The City will hire an emergency management response system ("EMRS") data analyst to provide support for EMRS, specifically the City's 911 Emergency Communications Center and Fire Department, and the Authority's Paramedic Division.

B. In consultation with the Authority, the City will conduct the hiring process for this position. The City and the Authority will collaborate on the job duties to be performed by the position, as well as the EMRS analyst's annual performance evaluation. The analyst should on average work at the Department of Safety approximately three (3) days per week and the Authority two (2) days per week.

C. The City will pay for 0.7 FTE and 0.3 FTE will be a revenue reimbursement to the City from the Authority. This is a two (2) year limited position that will need to be renegotiated annually. The estimated payment amount for this service in 2017 is $34,000.

XIII. 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 2017 shall be $55,818.

2. The City and the Authority agree that the annual estimated payment described in Section (II), Manager of Finance, for Fiscal Year 2017 shall be $ 33,829.

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 2017 shall be $150,000.

4. The City and the Authority agree that the annual estimated payment described in Section (VII), Workers' Compensation, for Fiscal Year 2017 shall be calculated in the manner currently set forth in Section (VII) above.

5. The City and the Authority agree that the annual estimated payment described in Section (VIII), Technology Services, for Fiscal Year 2017 shall be $34,500.

6. The City and the Authority agree that the annual estimated payment described in Section (IX), Denver Police Department, for Fiscal Year 2017 shall be $62,008.

7. The City and the Authority agree that the annual estimated payment described in Section (X), Denver Sheriff Department, for Fiscal Year 2017 shall be $396,313.

8. The City and the Authority agree that the annual estimated payment described in Section (XI), Vehicle Fueling and Maintenance Services, for Fiscal Year 2017 shall be $457,895.

9. The City and the Authority agree that the annual estimated payment described in Section (XII), Denver 911-EMS Universal Call Taker, for Fiscal Year 2017 shall be $275,296.

10. The City and the Authority agree that the annual estimated payment described in Section (XIII), Denver Small Business Opportunity (DSBO) for Fiscal Year 2017 shall be $30,000.

11. The City and the Authority agree that the annual estimated payment described in Section (XIV), Call Center lease for Fiscal Year 2017 shall be $468,674.

12. The City and the Authority agree that the annual estimated payment described in Section (XV), Department of Safety, EMRS Data Analyst for Fiscal Year 2017 shall be $34,000.

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.

EXHIBIT A

DH Lab Menu	Lab Fee	Maximum TAT's
ACETAMINOPHEN	$ 5.82	60 min
ALANINE AMINO TRANSFERASE (ALT)	$ 3.06	60 min
ALBUMIN	$ 3.06	60 min
ALKALINE PHOSPHATASE	$ 3.06	60 min
ALPHAFETOPROTEIN	$ 25.96	24 - 48 hrs
AMMONIA	$ 27.46	60 min
AMYLASE	$ 5.79	60 min
ANTINUCLEAR ANTIBODIES SCREEN	$ 10.72	48-72 hrs
ASPARTATE AMINOTRANSFERASE -AST	$ 3.06	60 min
AUTOMATED CBC	$ 6.66	60 min
AUTOMATED CBC w/ DIFF	$ 6.66	60 min
AUTOMTD RETICULOCYTE CNT	$ 6.66	60 min
BASIC METABOLIC PANEL	$ 5.74	60 min
BILIRUBIN DIRECT	$ 3.06	60 min
BILIRUBIN TOTAL	$ 3.06	60 min
B-Type NATURIURETIC PEPTIDE - BNP	$ 46.44	60 min
BLOOD CULTURE FOR BACTERI	$ 29.30	18-24 hrs
BLOOD/URIC ACID	$ 3.51	60 min
Blood Gas - Venous	$ 7.92	60 min
Blood Gas - Arterial	$ 7.92	60 min
BODY FLUID PH	$ 6.56	60 min
BODY FLUID CELL COUNT	$ 12.00	60 min
C3	$ 11.24	24 hrs
C4	$ 11.24	24 hrs
CA 125	$ 16.44	60 min
CA 153	$ 18.84	60 min
CALCIUM	$ 3.06	60 min
CALCIUM; IONIZED	$ 6.56	60 min
CARBAMAZEPINE TOTAL	$ 5.82	48-72 hrs
CARBON DIOXIDE - CO2	$ 3.06	48-72 hrs
CCP ANTIBODY	$ 12.32	48-72 hrs
CD3/CD4/CD8	$ 99.90	24 - 48 hrs
CEA	$ 24.92	60 min
CERULOPLASMIN	$ 10.50	60 min
CHLORIDE	$ 3.06	60 min
CHOLESTEROL	$ 3.06	60 min
CK (CPK)	$ 4.23	60 min
COMPREHEN METABOLIC PANEL	$ 9.12	60 min
CORTISOL	$ 10.50	60 min
C-REACTIVE PROTEIN	$ 5.73	24 hrs
C-DIFFICILE TOXIN Rapid test	$ 31.50	1-4 hrs (daily 7am-11pm)
C-Difficile Toxin by PCR	$ 122.50	24 - 48 hrs
CREATININE	$ 3.51	60 min
CREATININE CLEARANCE TEST	$ 5.72	60 min
CULTURE AEROBIC ID	$ 17.26	Prelim report 2-5 days
CULTURE ANAEROBE ID	$ 22.78	Prelim report 2-5 days
CULTURE BACTERIA OTHER	$ 21.88	Prelim report 2-5 days
CULTURE CSF	$ 21.88	Prelim report 2-5 days
CULTURE FUNGI ID YEAST	$ 16.68	Prelim report 2-5 days
CULTURE FUNGUS ID & Culture ; MOLD	$ 39.88	Prelim report 2-5 days

CULTURE GENITAL	$	14.86	Prelim report 2-5 days
CULTURE HERPES HSV	$	15.88	Prelim report 2-5 days
CULTURE MRSA	$	14.86	Prelim report 2-5 days
CULTURE Respiratory	$	14.86	Prelim report 2-5 days
CULTURE SCREEN ONLY	$	14.86	Prelim report 2-5 days
CULTURE Strep B	$	14.86	Prelim report 2-5 days
CULTURE STOOL	$	14.86	Prelim report 2-5 days
CHLAMYDIA/GONORRHEA PCR (CT/NG)	$	26.34	24 - 48 hrs
Cryptococcal Antigen, CSF	$	23.88	24 - 48 hrs
DIGOXIN	$	5.96	60 min
DRUG ABUSE PANEL 6	$	15.78	60 min
ELECTROLYTE PANEL	$	5.22	60 min
ESTRADIOL	$	15.20	60 min
ETOH Ethyl Alcohol	$	5.82	60 min
FACTOR 2 PROTHROMBIN	$	82.32	24 - 48 hrs
FACTOR 5 LEIDEN	$	82.32	24 - 48 hrs
FECAL FAT	$	15.29	60 min
FERRITIN	$	5.44	60 min
FIBRINOGEN	$	6.78	60 min
FOLIC ACID - FOLATE	$	6.84	60 min
FOLIC ACID RBC	$	10.00	24 - 48 hrs
FREE THYROXINE (FT4)	$	6.54	60 min
FLURSV PCR	$	95.52	24 hrs
GENTAMICIN	$	5.96	60 min
GI - PCR Panel	$	295.00	1-4 hrs (daily 7am-11pm)
GGT	$	3.87	60 min
GLUCOSE BLOOD QUANT	$	3.06	60 min
GLUCOSE OTHER FLUID	$	5.34	60 min
GLUCOSE TEST	$	3.06	60 min
GLYCOSYLATED HEMOGLOBIN (HBA1c)	$	7.44	60 min
GONADOTROPIN (FSH)	$	12.25	24 hrs
GONADOTROPIN (LH)	$	12.25	24 hrs
SMEAR GRAM STAIN	$	4.66	60 min (M-F 7am-11pm)
HAPTOGLOBIN QUAN	$	11.22	60 min
HCG Urine Qualitative	$	7.52	60 min
HCG Serum Qualitative	$	7.52	60 min
HCG Serum Quant	$	5.56	60 min
HDL	$	3.87	60 min
HELICOBACTER PYLORI IgG	$	14.00	24 - 48 hrs
HEMATOCRIT	$	3.33	60 min
HEMAGLOBIN	$	3.33	60 min
HEPATIC FUNCTION PANEL	$	5.02	60 min
HEPATITIS A IgM	$	16.46	24 - 48 hrs
HEPATITIS A Total	$	10.58	24 - 48 hrs
HEPATITIS B SURFACE ABY	$	9.41	24 - 48 hrs
HEPATITIS B SURFACE AG EI	$	9.41	24 - 48 hrs
HEPATITIS B Core IGM	$	16.46	24 - 48 hrs
HEPATITIS B Core Total	$	10.58	24 - 48 hrs
HEPATITIS C AB TEST	$	16.46	24 - 48 hrs
HEPATITIS C RNA Viral Load	$	129.36	24 - 48 hrs
HEPARIN ASSAY	$	18.02	60 min
Rapid HIV	$	34.78	60 min

HIV-1 DNA Viral Load	$	117.60	24 hrs
HIV 1/2/O 4th generation	$	22.40	24 hrs
HPV by PCR	$	33.96	24 - 48 hrs
IgA	$	11.22	60 min
IgG	$	11.22	60 min
IgM	$	11.22	60 min
IMMUNFIX E-PHORSIS/URINE/	$	62.00	48 - 72 hrs
IMMUNOFIX E-PHORESIS SERU	$	62.00	48 - 72 hrs
IRON	$	4.14	60 min
IRON BINDING TEST	$	4.14	60 min
KOH	$	6.56	60 min
LACTATE (LD) (LDH) ENZYME	$	3.24	60 min
LACTIC ACID	$	5.28	60 min
LIPASE	$	3.99	60 min
LIPID PANEL	$	6.12	60 min
LITHIUM	$	5.82	60 min
MAGNESIUM	$	3.84	60 min
MICROALBUMIN	$	11.70	60 min
MICRO/AGAR DILUT-PER PLT	$	11.77	60 min
MICROBE SUSCEPT Disk	$	9.04	24 - 48 hrs
MICROSCOPIC EXAM OF URINE	$	11.76	60 min
Mycobateria MTB by PCR	$	120.05	24 - 48 hrs
Mycobacteria Susceptibility	$	150.00	48 - 72 hrs
MYCOBACTERIA CULTURE & Smear	$	63.70	48 - 72 hrs
NASAL SMEAR FOR EOSINOPHI	$	11.76	48 - 72 hrs
OCCULT BLOOD	$	31.50	60 min
OSMOLALITY Serum	$	7.92	60 min
OSMOLALITY Urine	$	7.92	60 min
OVA AND PARASITES SMEARS	$	19.70	24 - 48 hrs
PARATHYROID HORMONE - PTH	$	17.81	24 - 48 hrs
PERTUSSIS PCR	$	84.22	24 - 48 hrs
PHENOBARBITOL	$	5.84	60 min
PHENYTOIN TOTAL	$	5.84	60 min
PHOSPHORUS	$	3.06	60 min
POTASSIUM	$	3.06	60 min
PREALBUMIN	$	11.22	60 min
PROLACTIN	$	12.25	24 - 48 hrs
PROCALCITONIN (PCT)	$	70.66	60 min
PROTEIN E-PHORESIS SERUM	$	20.00	24 - 48 hrs
PROTEIN E-PHORESIS/URINE/	$	20.00	24 - 48 hrs
PROTEIN OTHER	$	7.92	60 min
PROTEIN TOTAL SERUM	$	3.06	60 min
PROTEIN URINE	$	7.92	60 min
PROTHROMBIN TIME (PT)/INR	$	8.22	60 min
PSA TOTAL	$	15.40	60 min
Quantiferon	$	45.96	60 min
RESPIRATORY PCR Panel (Multiplex)	$	198.45	1-4 hrs (daily 7am-11pm)
RBC SED RATE AUTOMATED	$	6.16	60 min
RHEUMATOID FACTOR QUANT	$	9.34	60 min
RPR Syphillis	$	11.70	24 - 48 hrs
SYPHILLIS Confirmation	$	12.86	24 - 48 hrs
RUBELLA ANTIBODY	$	7.42	Prelim report 2-5 days

SALICYLATE	$	5.96	60 min
Scabies Prep	$	6.60	24 - 48 hrs
SODIUM	$	3.06	60 min
Syphillis by EIA	$	7.29	24 - 48 hrs
TESTOSTERONE	$	11.76	24 - 48 hrs
THROMBOPLASTIN TIME (PTT)	$	8.22	60 min
THYROID STIM HORMON - TSH	$	6.27	60 min
THEOPHYLLINE	$	5.82	60 min
Toxoplasma IgG	$	12.25	24 - 48 hrs
Toxoplasma IgM	$	12.25	24 - 48 hrs
TRANSFERRIN	$	10.50	60 min
TRIGLYCERIDES	$	4.20	60 min
TRIIODOTHYRONINE (T3)	$	9.38	60 min
TROPONIN QUANT	$	7.82	60 min
UREA NITROGEN	$	3.06	60 min
URIC ACID	$	3.51	60 min
URINALYSIS AUTO W/O SCOPE	$	8.22	60 min
URINALYSIS AUTO W/SCOPE	$	11.78	60 min
URINE ALBUMIN	$	3.06	60 min
URINE AMYLASE	$	6.54	60 min
URINE CULTURE	$	13.47	24-48 hrs
URINE CALCIUM	$	3.81	60 min
URINE CHLORIDE	$	3.81	60 min
URINE CREATININE	$	4.29	60 min
URINE ETOH	$	5.86	60 min
URINE GLUCOSE	$	3.81	60 min
URINE MICROALBUMIN	$	11.70	60 min
URINE OSMOLALITY	$	7.92	60 min
URINE PHOSPHORUS	$	3.81	60 min
URINE POTASSIUM	$	3.81	60 min
URINE PROTEIN	$	7.92	60 min
URINE SODIUM	$	3.81	60 min
URINE/UREA-N	$	3.81	60 min
URINE URIC ACID	$	3.99	60 min
VANCOMYCIN	$	6.00	60 min
VALPROIC ACID	$	6.00	60 min
Vitamin D 25-OH	$	18.10	24-48 hrs
VITAMIN B-12	$	7.32	60 min

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-CE60436-28

Contractor Name: Denver Health and Hospital Authority

By: _____

Name: William Burman, M.D.
(please print)

Title: Interim Chief Executive Officer
(please print)

ATTEST: [if required]

By: _____

Name: Scott A. Hoye
(please print)

Title: General Counsel
(please print)

SEAL

DENVER HEALTH

Denver Health and Hospital Authority