

SECOND 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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SECOND AMENDED AND RESTATED OPERATING AGREEMENT

This Second Amended and Restated Operating Agreement is made as of this 1st day of January 2018, between the CITY AND COUNTY OF DENVER, a municipal corporation and home rule city of the State of Colorado (the "City"), and the DENVER HEALTH AND HOSPITAL AUTHORITY, a body corporate and political subdivision of the State of Colorado (the "Authority").

RECITALS

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

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

C. These agreements were all incorporated into the Amended and Restated Operating Agreement dated December 1, 1998 which is on file with the Clerk of the City, and has been amended in every fiscal year to provide for changes in funding and programs. The parties now wish to amend and restate the Operating Agreement for fiscal year 2018.

D. The parties also wish to incorporate the Operating Agreement, and all its amendments relating to operations into one document which shall become the Second Amended and Restated Operating Agreement.

E. January 1, 1997, is the Transfer Date agreed to by the City and the Authority as contemplated by Section 25-29-102 of the Act (as defined below), as now in effect, and is referred to in this Agreement as the Transfer Date.

F. The Fifty-Ninth General Assembly (the "Legislature"), in its second regular session, enacted Senate Bill 94-099, which was signed into law by the Governor on April 19, 1994. Such Senate Bill as it currently reads and is currently codified, in part, in Sections 25-29-101 through 25-29-126 of the Colorado Revised Statutes is referred to herein as the "Act".

G. The Legislature found and declared that the City and County of Denver Department of Health and Hospitals:

1. Provides access to quality preventive, acute, and chronic health care for all the citizens of the City regardless of ability to pay;

2. Provides high quality emergency medical services to the citizens of the City and the Rocky Mountain region;

3. Fulfills public health functions as dictated by the City Charter and the needs of the citizens of the City;

4. Provides health education for patients and participates in the education of the next generation of health care professionals; and

5. Engages in research which enhances its ability to meet the health care needs of patients of the City health system.

H. The Legislature further found and declared:

1. In order to carry out its patient care and community service mission in an era of health care reform, it is necessary that the City health system (as defined in the Act) be able to take whatever actions are necessary to enable its continuation as a system which provides the finest possible quality of health care.

2. It is essential that the City health system be able to maximize its economic viability and productivity in order to avoid becoming increasingly dependent on city, state, and other governmental subsidies.

3. Both the quality and economic viability of the City health system will be difficult to maintain in the future under the present constraints imposed by government policy and regulation.

I. The Legislature concluded that the needs of the citizens of the State and of the City and County of Denver will therefore be best served if the City health system is operated by a political subdivision charged with carrying out the mission and programs of the City health system.

J. Pursuant to the Act, the City and the Authority have entered into a Transfer Agreement dated January 1, 1997 pursuant to which the City transferred the Real Property and the Personal Property (collectively, with the Services (as hereinafter defined) to be supplied by the Authority, the “Authority Health System”) and certain of the Liabilities (as such terms are defined in the Transfer Agreement) of the City’s Department of Health and Hospitals to the Authority. The City and the Authority also have entered into a Personnel Services Agreement dated January 1, 1997 which sets forth the agreement of the City and the Authority as to personnel and employment matters relating to the transition and on-going operation of the Authority Health System.

K. The City and the Authority entered into the Original Operating Agreement to set forth their agreements relating to the provision of Services set forth in Article III hereof (the “Services”) after the Transfer Date, except for matters relating to employment which are described in the Personnel Services Agreement.

L. The City and the Authority also entered into the Original Operating Agreement in

order to ensure that the citizens of Denver will have access to quality preventive, acute and chronic health care regardless of their ability to pay. The primary mission of the Authority is to provide access to such health care. The City in its Charter has provided, among other things, that the City's Department of Environmental Health shall exercise all functions of the City pertaining to the physical and mental health of the people. The City has agreed to provide financial support for those of its citizens described in this Agreement in order that they may obtain such quality health care. The Authority and the City intend to be collaborative and supportive in carrying out the Mission subject to annual appropriation. A purpose of this agreement is to set forth the services to be provided and the basis upon which the amount of financial support will be determined.

M. The City Council of the City has adopted an Ordinance approving the execution of this Second Amended and Restated Operating Agreement.

N. The City and the Authority are further authorized to enter into this Second Amended and Restated Operating Agreement pursuant to C.R.S. § 29-1-201, et seq., as amended (1995).

The City and the Authority now agree as follows:

The Authority is at all times subject to the provisions of the Act and will comply with the Act, in any event of a conflict with the terms of this Agreement, the provisions of the Act supersede including, but not limited to, those provisions in C.R.S. § 25-29-104 concerning the Mission and the clause barring discrimination against the City Employees in C.R.S. § 25-29-107.

ARTICLE I

DEFINITIONS

1.1 Definitions. All capitalized terms not otherwise defined herein shall have the meaning assigned to such terms in the Transfer Agreement, the Ground Lease or the Personnel Services Agreement. In addition, the following terms, except where the context indicates otherwise, shall have the respective meaning set forth below:

The terms “Act,” “Agreement,” “Authority,” “City,” “Legislature,” and “Transfer Date” have the meanings given to them in the Recitals.

“Asset Value” means the book value of the Fee Property, Building and Improvements supported by the City's audited financial statements of Denver's Health and Hospital enterprise fund prior to Transfer Date.

“Authority Health System” means the programs, services and facilities transferred to the Authority pursuant to this Agreement and the Transfer Agreement and the programs, services and facilities created by the Authority after the Transfer Date and includes, collectively, the Services provided by the Authority, the Real Property and the Personal Property.

“Authority In-Kind Contribution” means the provision of Patient Care Services, unreimbursed by the City, to the Population in an amount at least equal to the City In-Kind Contribution.

“Buildings and Improvements” means all buildings and improvements (including without limitation, fixtures, trade fixtures, walkways, parking lots and structures, signs, landscaping), and all underground tunnels (such as the tunnel connecting the boiler room to other parts of the hospital complex) now located on, under, attached or appurtenant to the Fee Property.

“City Council” means the legislative body of the City, by virtue of Section B1 of the City's Charter.

“City In-Kind Contribution” means the transfer of the Real Property, Buildings and Improvements from the City to the Authority pursuant to the Transfer Agreement in order to assist the Authority in carrying out its Mission.

“Confidential Information” means information of a Contractor that shall be subject to patent, copyright, trademark, trade name, trade secret or service mark protection; or that is treated as confidential by a party, is not otherwise in the public domain, and is related to the business and operations of the party, including, without limitation, information relating to earnings, volume of business, rates, records, methods, systems, practices or plans of a Contractor, and all similar information of any kind or nature whatsoever which is known only to persons having a fiduciary or confidential relationship with a part except as provided by law.

“Contractor” means either the City or the Authority when it is the party providing

the Service.

“Core Services” means the services to be provided by the Authority listed in Section 3.1 hereof and described in Appendix A.

“Cost” means actual outflows of cash or the incurrence of liabilities for goods or services rendered to or by the Authority as substantiated by audited and verified data recorded in the City’s or Authority’s, as applicable, financial statements but may include indirect or overhead costs.

“Denver Health Medical Plan, Inc.” (formerly City Care) means an organization described in Section 501(c)(4) of the Internal Revenue Code of 1986, as amended, and organized under the laws of the State and formed to be the health maintenance organization sponsored by the Authority offering health insurance and health care services to, among other, City employees.

“DEH” means the City’s Department of Environmental Health.

“Dispute” means any claim, controversy or other dispute arising out of this Agreement between the City and the Authority.

“Emergency Medical Services” means any or all health care services relating directly or indirectly to a sudden, unforeseen onset of illness or accidental bodily injury, including, without limitation, ambulance and other transport services and participation in the City’s “911” access system for medical emergencies and other similar Services.

“Existing Health System Assets” means all property and rights in property, real or person, tangible or intangible, existing on the Transfer Date, that are used primarily in the normal course of operations of the Existing Health System, excluding only those programs, services and facilities used for Regulatory Functions as listed or set forth herein and regulatory leases.

“Facility Leases” means the City’s leasehold interest as tenant pursuant to and as governed by the leases of real property, buildings and improvements listed on Schedule 2.2 of the Transfer Agreement, and all rights of the City to the real property, buildings and improvements described in those leases, subject to the City’s obligations under those leases.

“Fee Property” means the real property in the City and County of Denver, Colorado, that is more particularly described on Schedule 2.1 to the Transfer Agreement, together with all air space above the Fee Property and all appurtenant rights, easements, and water rights.

“Fiscal Year” means the Fiscal Year of the Authority as may be determined by the Authority from time to time.

“Liaison” means the person appointed by the Authority to carry out functions described in Section 5.2 hereof.

“Marks” means each Contractor’s respective trade names, commercial symbols, trademarks and service marks, whether presently existing or later established.

“MHCD” means Mental Health Corporation of Denver, a Colorado non-profit corporation.

“Mission” means the Authority’s statutory mission under Section 25-19-104 of the Act and the provisions of Section 25-29-107 of the Act, as in existence on the date hereof.

“Negotiation Notice” shall have the meaning set forth in Section 4.10(c).

“Non-Core Services” means the services to be provided by the Authority pursuant to Section 3.2 hereof and Appendix B hereto and any other Services the parties may agree from time to time should be provided by the Authority in accordance with Section 4.2 hereof.

“Ordinance” means an official legislative act of the City duly passed and enacted into law in accordance with the laws of the State and the Home Rule Charter of the City.

“Owned Vehicles” means those vehicles identified on Schedule 2.4a of the Transfer Agreement.

“Patient Care Services” means the Core Services (except the Denver Health Medical Plan) as defined in this Operating Agreement provided by the Authority from time to time to the Population.

“Permits and Licenses” means all permits and licenses held by the City as of the Transfer Date that are necessary for or relate to (a) the operation of the Authority Health System, or (b) the use or occupancy of any Real Property or property subject to a Facility Lease, or (c) to the use of any Owned Vehicles, Leased Vehicles or other Personal Property, including, without limitation, those permits and licenses listed on Schedule 2.5 of the Transfer Agreement, health care licenses, Federal Aviation Authority permits, occupancy permits, vehicle registrations, and permits or licenses required by any law or regulations with respect to operation of the Authority Health System or otherwise (including, without limitation, any Environmental Law).

“Personal Property” means all personal property assets owned by the City as of the Transfer Date that are used in or necessary to the operation, management or maintenance of the Existing Health System (but specifically excluding those assets which were used for Regulatory Functions prior to the Transfer Date and will be used for Regulatory Functions after the Transfer Date), including, without limitation:

- a. the Existing Health System Assets (as defined in Section 25-29-102 of the Act, as in effect on the Transfer Date);
- b. the Owned Vehicles;
- c. all trailers and other movable assets that do not have certificates of title, if such property is now used as part of the Existing Health System;
- d. the Permits and Licenses;

e. all personal property assets set forth on the Denver Health and Hospitals Enterprise Fund balance sheet as of the Transfer Date;

f. all sources of revenue and money which have customarily been used for the operation of the Existing Health System;

g. cash on hand in the Enterprise Fund and all cash balances in the Department of Health and Hospitals Enterprise Fund in the Treasurer's pooled funds, less estimated accounts payable and accrued payroll, all of the foregoing determined as of December 31, 1996;

h. all health special revenue fund account balances, other than the environmental health special revenue fund account balances;

i. all accounts receivable relating to the City's operation of the Existing Health System up to the Transfer Date;

j. all gifts, grants, bequests, donations or other endowments specifically given for the benefit of or restricted to the use of Denver General Hospital or any other part of the Existing Health System, including without limitation, those related to the Rocky Mountain Poison and Drug Center Foundation, the NHP, the Denver Health and Hospitals Foundation, and the Denver Department of Health and Hospitals Volunteers Auxiliary, Inc. to be known as Denver Health Volunteers Auxiliary, Inc.;

k. all promissory notes and instruments of debt made by patients of the Existing Health System; and

l. all machinery, furniture, equipment, medical equipment, office equipment, computer hardware and software, computer data, decorations, books, records (excluding personnel records, and financial records retained by the City Auditor), files, patient records, accounting records, business records relating to operation of the Existing Health System, supplies and materials (including, without limitation, office supplies, medical supplies and cleaning supplies), inventory, medications, food products, plans, specifications, surveys, as-built drawings and all other records and assets used in connection with the use, operation and maintenance of the Fee Property, the Buildings and the Improvements, and the property subject to the Facility Leases or any of the Personal Property, or that are in the possession of or under the control of the City as of the Transfer Date and are reasonably necessary to permit the Authority to operate the Authority Health System pursuant to its Mission; provided, however, that (a) the Personal Property specifically excludes the property described on Schedule 1.1(a) attached to the Transfer Agreement, which assets shall be retained by the City and (b) the City shall have a right to continue to utilize the property described on Schedule 1.1(b) to the Transfer Agreement for a period of up to one year so long as the Information Services Division of the General Services Administration of the General Services Department uses such equipment to provide services for the Authority.

“Personnel Services Agreement” means the Personnel Services Agreement dated

as of January 1, 1997, between the City and the Authority, and all amendments and supplements thereto.

“Population” means, collectively, the populations defined as uninsured patients, patients identified as having a government payor as their source of reimbursement for their care, or patients enrolled in the State Medical Assistance Program.

“Real Property” means collectively the Fee Property and the Buildings and Improvements.

“Regulatory Functions” means environmental health services, consumer protection services (including quarantine powers and summary closure), animal control services and the operation of the coroner’s office but specifically excludes 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).

“Senior Executives” means the following persons:

- a. The Mayor (or a senior assistant or other individual designated by the Mayor);
- b. The President of the City Council or a representative of the City Council, as determined by the City Council; and
- c. The Chief Executive Officer (or other senior management designee) and the Chairman of the Board of the Authority (or other designated Board member).

“Services” means the services to be provided by the Authority to the citizens of the City and the State, by the Authority to the City and by the City to the Authority as more fully described in Article III hereof and the Appendices hereto.

“Standard of Care” means the then current community standards for health care services by similar health care providers located in the City metropolitan area; provided however, that if no similar health care providers are located in the City metropolitan area, then the then current national standard shall be considered. The performance criteria for each Core Service set forth in the respective Appendix shall be considered a part of the initial Standard of Care for each Core Service.

“State” means the State of Colorado.

“Task Force” means a task force comprised of two members appointed by the Mayor of the City within his or her sole discretion, two members of or appointed by City Council and four members appointed by the board of directors of the Authority within its sole discretion.

“Transfer Agreement” means the Transfer Agreement dated as of January 1, 1997, between the City and the Authority, and all amendments and supplements thereto.

ARTICLE II

REPRESENTATIONS

2.1 Representations and Covenants of the Authority.

a. The Authority is a body corporate and political subdivision of the State, is duly organized and existing under the laws of the State, is authorized pursuant to the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder, and has duly authorized the execution and delivery of this Agreement.

b. This Agreement is a valid and legally binding obligation of the Authority enforceable in accordance with its terms.

c. Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement conflict with or result in a breach of any of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Authority is now a party or by which it is bound or constitute a default under any of the foregoing or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Authority under the terms of any instrument or agreement.

d. There is no action, suit or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending, or, to the best knowledge of the Authority, threatened against or affecting the Authority or any of its properties or rights, which, if adversely determined, would materially and adversely impair its ability to execute and deliver this Agreement, to carry out the transaction contemplated by this Agreement, its right to carry on business substantially as now conducted or as now contemplated to be conducted, or would materially and adversely affect its financial condition, assets, properties or operations, and the Authority is not in default with respect to any order or decree of any court or any order, regulation or decree of any federal, state, municipal or other governmental agency, which default would materially and adversely affect its operation or its properties. The Authority is not in material default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any agreement or instrument to which it is a party.

If any of the foregoing representations are untrue, the Authority shall cooperate with the City and use its best efforts to cause such representation and warranty to be true, however, the Authority shall not be liable to the City for monetary damages if any of the foregoing representations are untrue.

2.2 Representations, and Covenants of the City.

a. The City is a municipal corporation and a home rule city, is duly organized and existing under the laws of the State, is authorized pursuant to the Act and the Ordinance to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder and has duly authorized the execution and delivery of this Agreement.

b. This Agreement is a valid and legally binding obligation of the City enforceable in accordance with its terms.

c. Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement conflict with or result in a breach of any of the terms, conditions or provisions of any restriction or any agreement or instrument to which the City is now a party or by which it is bound or constitute a default under any of the foregoing or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the City under the terms of any instrument or agreement.

d. There is no action, suit or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending, or, to the best knowledge of the City, threatened against or affecting the City or any of its properties or rights, which, if adversely determined, would materially and adversely impair its ability to execute and deliver this Agreement, to carry out the transaction contemplated by this Agreement, its right to carry on business substantially as now conducted or as now contemplated to be conducted, or would materially and adversely affect its financial condition, assets, properties or operations, and the City is not in default with respect to any order or decree of any court or any order, regulation or decree of any federal, state, municipal or other governmental agency, which default would materially and adversely affect its operation or its properties. The City is not in material default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any agreement or instrument to which it is a party.

If any of the foregoing representations are untrue, the City shall cooperate with the Authority and use its reasonable efforts to cause such representation and warranty to be true, however, the City shall not be liable to the Authority for monetary damages if any of the foregoing representations are untrue.

2.3 Compliance with Act.

a. The parties certify and declare that the transactions contemplated by the Transfer Agreement, the Personnel Services Agreement and this Agreement comply with the Act, including, particularly, Section 25-29-105 of the Act.

b. On and after the Transfer Date, except for the power of the City and the Mayor of the City to appoint and remove members of the Authority's board of directors, the City shall have no further control over the operations of the Authority Health System.

c. The Authority shall comply with all of the City regulatory laws,

ordinances, and rules and regulations generally applicable to entities and property holders in the City except as may be specifically set forth herein or in the Transfer Agreement.

ARTICLE III

SERVICES

3.1 Core Services to Be Supplied by the Authority.

a. The following Core Services shall be provided by the Authority to the citizens of the City and the State and the City shall purchase the Core Services from the Authority as more fully described in Appendix A hereto:

- (i) Medical and surgical inpatient, outpatient, ancillary and Emergency Medical Services at the Authority's inpatient, acute care hospital and outpatient facilities.
- (ii) Emergency Medical Services, comprised of dispatchers, medical oversight to the first response teams, paramedics and the hospital emergency department, training of the first response team, provided within the City, including all 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.
- (iii) Public health services related to the medical investigation of disease, medical recommendations to the City for disease control and the providing of disease control (which includes, as of the Transfer Date, the tuberculosis clinic, the sexually transmitted disease clinic, the infectious disease clinic and the immunization clinic) and the administration of vital records and the maintenance of vital statistics.
- (iv) 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.
- (v) Drug abuse treatment services and testing provided both on an inpatient and outpatient basis.
- (vi) Services provided by the Rocky Mountain Poison and Drug Consultation Center, including toxicological information and treatment recommendations to consumer and health care professionals for poisonings, consultation to the public and health care professionals and public and professional education.
- (vii) Primary and subspecialty care at ambulatory care facilities

or clinics.

- (viii) Denver Health Medical Plan (formerly City Care) provided as an option to City employees on a nonexclusive basis as described in Section 4.11.
- (ix) Medical Services for prisoner care.
- (x) Clinical and Laboratory Services for the City's Department of Environmental Health.
- (xi) Patient Care Services for the Population.

b. The City recognizes and agrees that the Authority shall be the exclusive provider of the Core Services and that the City shall not engage or permit any other person or entity to perform the Core Services including, but not limited to, the City's Department of Environmental Health. The City shall not remove a Core Service from the Authority unless there has been a material violation by the Authority of the Standard of Care for a Core Service, when considered as a whole.

c. The City recognizes and agrees that the scope of Core Services provided by the Authority pursuant to this Agreement shall be consistent with the scope of health care services generally provided from time to time by the Authority at its facilities. The Authority, in its sole discretion, will determine the medical procedures that will be performed within the Scope of Services. The method and mechanism of delivery of such Core Services will be determined by the Authority and shall conform to the Standard of Care. If a Dispute arises between the parties because of an allegation by the City that the Authority is performing one or more of such Core Services, when considered as a whole, in material violation of the Standard of Care, the Dispute shall be subject to the mandatory processes set forth in Section 4.10 below.

d. The City will pay the Cost of all Core Services provided by the Authority to the City as may be set forth specifically in an individual appendix. Appendix A will also set forth a description of the Core Services, matters related to staffing for each Core Service, and performance criteria for each Core Service.

e. The parties acknowledge and agree that matters relating to personnel are covered by the Personnel Services Agreement.

f. The City agrees that so long as the Authority is providing medical services for City prisoners, the City will either (i) defend the Authority through the City Attorney's office or its designee at the City's expense, for any claim or action brought by any City prisoner on the condition that the initiation of any litigation by the City on behalf of the Authority as plaintiff shall require the approval of the Mayor and the City Attorney; provided further, the Authority shall have the right to consent in advance to the settlement of any claim for which the Authority has agreed to make all or part of the settlement payments and the Authority shall have the right to retain its own counsel, at its own expense, to participate in or, at the Authority's option, to assume responsibility for the defense of any claims for which the Authority has agreed to make

all or part of the settlement payments or (ii) pay the Cost of insurance coverage obtained by the Authority for claims brought by City prisoners.

3.2 Non-Core Services to Be Supplied by the Authority.

a. The Non-Core Services shall be supplied by the Authority to the City and the City shall purchase such Non-Core Services from the Authority as set forth in Appendix B hereto. Except as specifically provided therein or herein, the Non-Core Services shall be subject to the terms of this Agreement and be considered a part of this Agreement as if fully set forth in the forepart hereof. The parties may, from time to time, amend, terminate one or more of the Non-Core Services or add more Non-Core Services to the list set forth in Appendix B, by the addition or substitution of a new appendix or appendices, subject to Section 7.1 hereof.

b. The City recognizes and agrees that the scope of Non-Core Services provided by the Authority pursuant to this Agreement shall be consistent with the scope of health care services generally provided from time to time by the Authority at its facilities. The method and mechanism of delivery of such Non-Core Services will be determined by the Authority and shall conform to the Standard of Care.

3.3 Services to Be Supplied by the City to the Authority. The Services to be supplied by the City to the Authority are set forth in Appendix C hereto and, except as specifically provided therein or herein, shall be subject to the terms of this Agreement and be considered a part of this Agreement as if fully set forth in the forepart hereof. The parties may, from time to time, amend, terminate one or more of the Services or add more Services to the list set forth in Appendix C, by the addition or substitution of a new appendix or appendices, subject to Section 7.1 hereof.

3.4 Amendment to Appendices. Subject to Section 4.2 and Section 7.1 hereof, the Contractors intend that each individual Appendix to this Agreement may set forth a specific term for the duration of the Services to be provided by either Contractor and may be amended from time to time, by the approval and execution of one or more amendatory agreements approved and executed in the same manner as this Agreement, including amendments to modify payment mechanisms, performance criteria, the scope of Services and other matters. The termination of the provision of any Services by either Contractor will not constitute a termination of any or all of the rest of the provisions of this Agreement. The parties intend that, to the extent practicable, amendments to the Appendices of this Agreement will occur no more often than once per year.

ARTICLE IV

OTHER COVENANTS

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 (15th) day following the end of each quarter.
 - 2. A mid-year reconciliation will be performed by the Authority no later than June 30th 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 31st 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 (30th) 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").

4.2 Exclusive Arrangement.

a. In order to ensure the Authority will have the opportunity to be competitive in the changing health care system, the Authority will have the right to provide the Core Services to the City on an exclusive basis and the City shall not engage in competition with, or engage another service provider to compete with the Authority in providing the Core Services.

b. The Authority shall be the provider of first choice to provide any and all Non-Core Services related to health care to the City, although not the exclusive provider for services provided to City employees pursuant to employee health insurance plans and other employee fringe benefits that involve health care.

c. Nothing in this Agreement shall be construed as prohibiting the Authority from providing new health care services that it has not provided in the past.

4.3 Payments or Grants from Third Parties. The City agrees that any payments or grants from the State or federal government for health care services provided by the Authority or in furtherance of the Authority's Mission shall be paid directly to the Authority.

4.4 Noncompetition with MHCD.

a. The City and the Authority acknowledge and recognize that the role of MHCD is to provide mental health services to the chronically mentally ill in the City. The Authority and the City agree that such services are not within the Mission of the Authority, except in the circumstances in which the Authority has a separate contractual obligation to provide (i) emergency psychiatric care or (ii) other psychiatric or medical care to the mentally ill.

b. Notwithstanding the foregoing, the City and the Authority acknowledge and recognize that the role of the Authority is to be a provider of substance and alcohol abuse treatment.

4.5 Quality and Priority of Services. The Contractor shall provide to the other party Services of the same quality and with the same priority as it provides to itself or other recipients, unless otherwise agreed to under the applicable Appendix.

4.6 Nondiscrimination and Affirmative Action.

a. The Authority shall develop and adhere to an affirmative action policy and to a nondiscrimination personnel policy by which the Authority agrees not to discriminate against individuals on the basis of race, color, creed, religion, national original, sex, sexual orientation, handicap or any other protected class under federal or state law with respect to hiring, promoting, paying compensation or other employment benefits.

b. The Authority shall develop and implement a minority business enterprises program and a women-owned business enterprises program for the construction, improvement and design of Authority facilities. The Authority shall use the Denver Office of Economic Development Division of Small Business Opportunity to assist the Authority in administering its minority and women-owned business enterprises programs. The Authority's minority and women-owned business enterprises programs shall be fully consistent with the law.

c. The City agrees to defend the Authority through the City Attorney's Office or its designee at the City's expense, for any claim or action arising from any Federal or State facial constitutional challenge to the Authority's minority-owned and women-owned business plan ("M/WBE plan"), on the condition that the initiation of any litigation by the City on behalf of the Authority as plaintiff shall require the approval of the Mayor and the City Attorney; provided further, the Authority shall have the right to consent in advance to the settlement of any claim for which the Authority has agreed to make all or part of the settlement payments and the Authority shall have the right to retain its own counsel, at its own expense, to participate in or, at the Authority's option, to assume responsibility for the defense of any claims for which the Authority has agreed to make all or part of the settlement payments.

4.7 Cooperation in Litigation. In the event that there is any litigation, administrative hearing or other legal proceeding involving a third party and either the Authority or the City concerning any aspect of this Agreement, the party not involved in the proceeding shall, at the other party's request and expense, join and participate in any such legal proceeding on the condition that the initiation of any litigation by the City on behalf of the City or the Authority as plaintiff shall require the approval of the Mayor and the City Attorney. However, neither party shall be obligated to join or participate in any such legal proceeding if it reasonably determines that the same constitutes (i) a frivolous action within the meaning of Rule 11 of the Colorado Rules of Civil Procedure or the Federal Rules of Civil Procedure, (ii) an abuse of process, or (iii) a violation of the Code of Professional Responsibility as adopted by the Colorado Supreme Court. Once either party has acknowledged an obligation to participate or join in any such legal proceeding, both parties will make a reasonable and good faith effort to adopt a mutually agreeable remedial strategy. However, neither party is constrained from pursuing the course of action of its choice, so long as each party satisfies the above obligation to exercise reasonable and good faith efforts for adopting a mutual strategy.

4.8 Notification of Suits. The Authority and the City shall promptly give written notice to each other of any action, suit or proceeding threatened against or affecting the other, or any other information which comes to its attention, that may materially adversely affect the operations, programs or financial position of the other. To the extent that a conflict of interest does not exist, the Authority and the City agree to cooperate in the investigation of any such action,

suit or proceeding that involves both parties, even if both parties are not identified as defendants or potential defendants provided, however, this shall not limit either the Authority's or the city's right to retain counsel and direct its defense of all such actions or suits or the payment of any settlements or judgments. The parties agree that neither the Authority nor the city, as separate legal entities, shall be considered the statutory agent of the other for purposes of service of process or service of the notice of claim under the Colorado Governmental Immunity Act, or for any other purposes.

This Section 4.8 shall not be construed to limit either party's right to bring any action against the other.

4.9 Conflict of Interest. No officer or employee of either Contractor shall derive any unlawful personal gain, either by salary, fee payment or personal allowance, from his or her association with the other Contractor. Any contractual provision that contravenes the provisions of this Section shall be null and void. This Section shall not prohibit an officer or administrator of a Contractor from being reimbursed by the one Contractor for actual, out-of-pocket expenses incurred on behalf of the other Contractor.

4.10 Dispute Resolution Process.

a. Except as provided in subparagraph (h) below, no party may initiate litigation to resolve any Dispute without first attempting to resolve the Dispute pursuant to this Section 4.10.

b. The Liaison first will work with the designated representative of the Mayor, the Auditor (with respect to those matters delegated to the Auditor under the City Charter) and/or the designated representative of the City Council in a good faith and collaborative effort by all parties to resolve the Dispute. The work of the Liaison shall be in addition to ongoing informal discussions and attempts to resolve disagreements, problems, and disputes among the parties and is not intended to limit those ongoing discussions and efforts.

c. If the Dispute cannot be resolved by the processes set forth in (b) above, the parties will then attempt to resolve the Dispute through negotiations between their Senior Executives. The Senior Executives shall have decision-making authority for the parties whom they represent. To initiate the process, a party shall give written notice to the other of the existence of the Dispute and of its desire to resolve the Dispute through negotiations conducted pursuant to this Section 4.10(c). Within five days of the delivery of this notice (the "Negotiation Notice"), the receiving party shall submit a written response to the initiating party. Both the Negotiation Notice and the response thereto shall contain (i) a description of the nature of the Dispute, (ii) a statement of the party's position and a summary of the reasoning on which that position is based, and (iii) the name and position of the Senior Executives who will negotiate on behalf of that party. Within five days after delivery of the Negotiation Notice, the Senior Executives shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to promptly attempt to resolve the Dispute.

d. If the Dispute has not been resolved within ten days of the commencement of the discussions by the Senior Executives, a party may request that the parties

attempt to resolve the Dispute through the Task Force. A party shall request Task Force discussions by delivering written notice to the other (the “Request for Facilitated Negotiations”). Such notice shall be delivered no later than three days after the conclusion of the negotiations described in Section 4.10(c). The parties shall then attempt to resolve the Dispute by Task Force discussions regarding the Dispute, subject to Sections (f) and (g) below.

e. The Task Force shall be appointed within three days of the delivery of the Request for Facilitated Negotiations. Task Force discussions shall be convened within five days of such appointment and shall endeavor to settle the Dispute within twenty days. Any final action by the Task Force must be unanimous. If any Dispute is not resolved within twenty days after the commencement of the Task Force discussions or such later date as the parties may subsequently agree, either party may proceed with litigation. The City Council in its discretion may by resolution direct the City Attorney to take appropriate action.

f. Notwithstanding the foregoing, if a Dispute has arisen because of the circumstances set forth in Section 3.1(b), the Task Force shall undertake the following actions: (1) determine if a material decline in the performance of a Core Service from the Standard of Care has occurred; (2) if a material decline has occurred, recommend corrective action required to restore the Authority’s performance to the Standard of Care; (3) determine the time line for the Authority to complete the corrective action, which shall specify a time of no more than six months from date of the Task Force report to complete the corrective action, depending upon the corrective action that is to be undertaken; and (4) after corrective action has been completed, determine if the corrective action instituted by the Authority has restored the Authority’s performance to the Standard of Care. The Task Force shall complete (1), and (2) and (3) above, if necessary, within six weeks after the Request for Facilitated Negotiations is delivered as described in Section 4.10(d). The Task Force shall complete (4) above within two weeks after the deadline established for such corrective action to be completed.

g. Further, notwithstanding the foregoing, if a Dispute arises because the Authority has determined to limit Patient Care Services or reduce the Population served in accordance with Section 1.3 of the Indigent Care Appendix attached hereto, the Task Force shall undertake the following action: the Task Force shall determine whether or not the Authority’s proposed reduction in the Population served and/or Patient Care Services provided is or is not reasonable under the circumstances, and if not reasonable, recommend total dollar amount of the reduction and the appropriate mix between the reduction in Population served and/or Patient Care Services provided to the Population. Under no circumstances shall the Task Force make a determination as to the method of delivery of Patient Care Services, which shall be solely within the discretion of the Authority. The Task Force shall complete its recommendations within six weeks after the delivery of Notice set forth in Section 4.10(d).

h. The procedures set forth in this Section 4.10 shall be the sole and exclusive procedures for resolving any Dispute, and the parties must follow the procedure before instituting litigation, except for a Dispute involving the City’s failure to make timely payments of otherwise lawfully appropriated funds as required by this Agreement which may proceed directly to litigation at the election of either party; however, either party may initiate litigation to obtain a temporary injunction or other preliminary relief where necessary to prevent irreparable injury or preserve the status quo pending the completion of those procedures. All applicable statutes of

limitations will be tolled pending the completion of those procedures.

i. Each party will honor all reasonable requests for information from the other party during the negotiations and Task Force discussions. Unless otherwise provided by applicable law or by agreement of the parties, all information disclosed shall be deemed confidential and as having been disclosed during the course of settlement negotiations for purposes of the Colorado and Federal Rules of Evidence.

4.11 Denver Health Medical Plan. The City agrees to offer the Denver Health Medical Plan at all times as a health plan which is part of the employee benefits the City offers to City employees, so long as the Authority is the sponsor of the Denver Health Medical Plan. The parties agree that the City may, in its discretion, offer other health plans to its employees as part of its employee benefits package, in addition to the Denver Health Medical Plan.

4.12 Releases, Licenses, Permits. Each Contractor shall obtain all releases, licenses, permits or other authorizations required to fulfill its obligations under this Agreement.

4.13 Prevailing Wages. The Authority will require payment of “prevailing wages” to every worker, mechanic or other laborer employed by any contractor or subcontractor in the work of drayage or of construction, alteration, improvement, repair, maintenance or demolition of Authority buildings, or engaged in the work of a doorkeeper, caretaker, cleaner, window washer, porter, keeper, janitor, or in similar custodial or janitorial work in connection with the operation of any such Authority buildings.

The Authority will use the City’s determination of the prevailing wage. The Authority will receive and maintain records of payroll records of all workers paid the prevailing wage, which records shall be subject to audit by the City Auditor under Section 7.14 of the Agreement. If any contractor is unable to deliver to a worker the wages to be paid, the proceeds shall be deposited in a special trust fund established by the Authority for payment to such employee, or after two years, for Patient Care Services. The Authority shall enforce these provisions.

ARTICLE V

ACCOUNTABILITY BY THE AUTHORITY TO THE CITY

5.1 Annual Report of Authority to City. The Authority shall deliver a written annual report to the City within six months of the end of its Fiscal Year, commencing with Fiscal Year 1997, which report shall include (i) the latest financial statements of the Authority which have been audited by an independent auditing firm selected by the Authority, (ii) an executive summary of the results of all regulatory and accreditation surveys with respect to the Authority which have been completed during such last Fiscal Year, and (iii) a report of the disposition of all matters regarding the Authority that have been referred to the Liaison by the Mayor or any member of City Council during such Fiscal Year.

5.2 Liaison. The Authority agrees to appoint within three (3) months of the Transfer Date an individual to act as the Liaison between the Mayor, the Auditor (with respect to those matters delegated to the Auditor under the City Charter), the Authority and the City Council. The Liaison shall be an employee of the Authority. The Liaison shall attempt to facilitate resolution of the Mayor's and each City Council member's individual concerns and constituent concerns regarding the Authority's performance in meeting the Standard of Care.

5.3 Meetings with City Officials. The Authority agrees to make the chief executive officer or chairman of the board of the Authority available from time to time upon the request of the City, to meet with the Mayor, City Council or committees of City Council to discuss issues of mutual concern.

5.4 Performance Report. The Authority agrees to make the applicable performance reports to the City that are set forth in each individual Appendix.

ARTICLE VI

CONFIDENTIAL INFORMATION

6.1 Legal Restrictions. No party hereto shall be in breach for failure to supply information which such party, in good faith, believes cannot be supplied due to prevailing law, or for supplying information which such party, in good faith, believes is required to be supplied due to prevailing law.

6.2 Non-Disclosure of Confidential Information.

a. Each party acknowledges that (i) due to the nature of this Agreement, the Transfer Agreement and the Personnel Services Agreement, each party shall have access to and acquire Confidential Information related to the business and operations of the other party; (ii) all Confidential Information is solely the property of the party disclosing such information and constitutes confidential and proprietary information; (iii) the disclosure of Confidential Information to third parties would cause substantial loss to the goodwill of a party; (iv) disclosure of Confidential Information to a party shall be made due to the position of trust and confidence that such party shall occupy and due to the agreement by such party to the restrictions contained herein; (v) disclosure of Confidential Information would cause a party irreparable harm; and (vi) the restrictions imposed upon each party herein would not hamper such party in doing business.

b. In consideration of the acknowledgments set forth in subsection (a) above and in consideration for this Agreement, each party (and their respective officers, directors, employees, agents, successors and assigns) shall hold any and all Confidential Information in the strictest confidence as a fiduciary and shall not, voluntarily or involuntarily, sell, transfer, publish, disclose, display or otherwise make available to others any portion of the Confidential Information without the express written consent of the other party, unless a party determines in good faith that such disclosure is required under the provision of Article 72 of Title 24, Colorado Revised Statutes, or Article 6 of Title 24, Colorado Revised Statutes, both as amended. Otherwise, each party shall use its best efforts to protect the Confidential Information consistent with the manner in which such party protects its own confidential business information.

6.3 Trademarks and Copyrights. Each party acknowledges each other party's sole and exclusive ownership of its Marks. No party shall use the other parties' Marks in advertising or promotional materials or otherwise without the owner's prior written consent.

6.4 Confidentiality of Medical Records. The Authority and the City agree that medical records of all patients treated in the Authority Health System shall be treated as confidential, in compliance with state and federal laws governing the confidentiality of patient's medical records.

ARTICLE VII

MISCELLANEOUS

7.1 Amendments. This Agreement may be amended from time to time, by approval and execution of one or more amendatory agreements approved and executed in the same manner as this Agreement.

7.2 Enforceability. This Agreement, and all terms and conditions of this Agreement, shall be binding on, shall be enforceable against and shall inure to the benefit of both parties and their respective successors, transferees and assigns.

7.3 Assignment. This Agreement may not be assigned by the parties hereto except as provided in Section 3.1(c) hereof and except that the Authority may make a partial assignment of its rights and obligations pertaining to the Services it provides at any time and from time to time in its sole discretion. The Authority also may assign its obligations to perform one or more of the Services it provides in its entirety with the prior approval of the City Council of the City set forth in an Ordinance. Any assignment by the Authority hereunder shall not relieve the Authority from its agreements or primary responsibilities and liabilities under this Agreement.

7.4 Governing Law. This Agreement and all matters relating to it shall be governed by the laws, rules and regulations of the State, as are now in effect or as may be later amended or modified, without reference to the choice of law or rules of any state. In the event that any provision of this Agreement conflicts with or is inconsistent with the provisions of those laws, rules or regulations, the provisions of the laws, rules and regulations shall govern and supersede. This Agreement, and all matters relating to it, may be enforced in and both parties do now submit to the exclusive jurisdiction and venue of any court having subject matter jurisdiction located in the City and County of Denver, in the State, including the United States District Court for the District of Colorado, in the event of any litigation concerning this Agreement and regardless of where this Agreement may be executed.

7.5 Headings. The headings in this Agreement are for reference purposes only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

7.6 Independent Contractor Status. The relationship between the parties under this Agreement is that of independent contractors. Neither party is authorized nor permitted to act as an agent or employee of the other. Neither party, by virtue of this Agreement, assumes any liability for any debts or obligations incurred by the other party to this Agreement.

7.7 No Third-Party Benefit. This Agreement shall benefit and burden the City and the Authority in accordance with its terms and conditions and is not intended, and shall not be deemed or construed, to confer any rights, powers, benefits or privileges on any person, firm, corporation or any other entity other than the City and the Authority, including, but not limited to, any resident or employee of the City, any patient of the Authority Health System or any employee of the Authority.

7.8 Notice. Unless otherwise stated in this Agreement, all notices, requests,

consents, payments or other communications shall be in writing and shall be deemed to have been given at the time of mailing, if sent by certified mail, first-class postage prepaid, or at the time received, if hand delivered or sent by facsimile or similar means. All notices shall be sent to the parties at the following addresses or at such other address as either party may designate in writing:

If to the City: Office of the Mayor
City and County Building, Room 350
Denver, Colorado 80202
Attn: Mayor of Denver

and to Department of Law
City and County Building, Room 353
Denver, Colorado 80202
Attn: City Attorney.

If to the Authority: Denver Health and Hospital Authority
777 Bannock Street, Mail Code 0278
Denver, Colorado 80204
Attn: Chief Executive Officer

and to Office of the General Counsel
777 Bannock Street, Mail Code 1919
Denver, Colorado 80204
Attn: General Counsel.

7.9 Severability; Conflicts. No term, condition or section of this Agreement is dependent on the validity of any other term, condition or section. If any term, condition or section is found to be invalid, such finding shall not affect the other terms, conditions or sections, which shall remain in full force and effect. In the event that any term or condition of an Appendix is in conflict with this Agreement, this Agreement shall supersede and control.

7.10 Statutory Debt Limitation.

a. It is understood and agreed that the Colorado Constitution and the City Home Rule Charter prohibit the City from creating any debt against the City or incurring any expense beyond the City's ability to pay from its annual income for the current Fiscal Year. No term or condition of this Agreement shall be construed or interpreted so as to cause the City to violate this provision of law (including, without limitation, any amendments to these laws) or any similar law which is subsequently enacted.

b. It is understood and agreed that the Colorado Constitution and the Act prohibit the Authority from creating any debt against the Authority or incurring any expense beyond the Authority's ability to pay from its annual income for the current Fiscal Year. No term or condition of this Agreement shall be construed or interpreted so as to cause the Authority to violate this provision of law (including, without limitation, any amendments to these laws) or any similar law which is subsequently enacted.

7.11 Waiver. The waiver of strict compliance or performance of any term or condition of this Agreement by either party shall not be deemed a waiver of any other failure to comply strictly with or to perform such term or condition or any other term or condition of this Agreement.

7.12 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

7.13 No Discrimination in Employment. In connection with the performance of work under this Agreement, the Authority agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability and the Authority agrees to insert the foregoing provision in all subcontracts hereunder.

7.14 Examination of Records. The Authority shall keep and maintain and shall cause its subcontractors and outside consultants to keep and maintain, books, records, accounts and other documents (hereinafter collectively referred to as "records") that are sufficient to accurately and completely reflect the operations of the Authority. Such records shall be kept and maintained in the Denver metropolitan area, and the Authority shall upon the request of the Auditor of Denver (hereinafter referred to as "Auditor") make such records available in the Denver metropolitan area. Such records shall include, but not be limited to, receipts, memoranda, vouchers, and accounts of every kind pertaining to the performance of the work by and for the Authority, as well as complete summaries and reports setting forth all man-hours expended, payroll incurred and monthly salary and hourly rate of each and every employee whose payroll warrant(s) are issued by the Auditor. In addition, the Authority shall keep a detailed inventory of all property, plant, and equipment and shall furnish copies of such inventory records if requested by the Auditor. All records of the Authority referred to herein shall be kept in a form and manner satisfactory to the Auditor and in accordance with a system of accounting acceptable to the Auditor.

The City, including the Auditor, its representatives and any firm of auditors designated by the City shall have the right at any time to all such records, as referred to herein, maintained by the Authority and its subcontractors. The City shall have the right to reproduce any such records, and the Authority and its subcontractors and consultants shall keep and preserve all such records for a period of at least three (3) years from and after completion of the Agreement, or until an earlier time agreed to by the Authority and the Auditor.

7.15 Entire Agreement. This Agreement together with the Personnel Services Agreement and Transfer Agreement represent the entire agreement of the parties with respect to the subject matter of such agreements as of the date hereof.

7.16 Electronic Signatures and Electronic Records. The Authority consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper

copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

As amended and restated in this Second Amended and Restated Operating Agreement, the Operating Agreement and all other amendments on file with the Clerk of the City are hereby ratified and reaffirmed in all particulars.

IN WITNESS WHEREOF, the parties have executed this Second Amended and Restated Operating Agreement as of the day and year first above written.

[Signature Pages, Appendices and Exhibit to Follow]

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-CE60436-29

Contractor Name: DENVER HEALTH AND HOSPITAL AUTHORITY

By: 

Name: ROBIN D. WITTENSTEIN
(please print)

Title: CEO
(please print)

ATTEST: [if required]

By: 

Name: Scott A. Hoyer
(please print)

Title: General Counsel
(please print)



**FISCAL YEAR 2018 APPENDICES TO THE
SECOND 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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Additional 2018 Agreements

- 1) ENVHL-201313523-01; South West Clinic funding; expires 12/31/2044
- 2) ENVHL-201523648-02; Healthy Beverages grant; expires 6/30/2018
- 4) FINAN-201524311-00; 911 Communication Center Lease; expires 12/31/2025
- 5) FINAN-201524424-00; Office of Medical Examiner Lease; expires 12/31/2025
- 6) MOEAI-201734055-00; Head Start agreement; expires 6/30/2018

Discontinued Services

Appendix B

- Best Babies Initiative
- HIV/AIDS Drug Reimbursement Option
- New Genesis Program
- Physical and Special Examinations for Aid to the Needy and Disabled Determination
- Psycho-diagnostic Evaluations and Consultation Services

Appendix C

- Department of General Services, Central Services Division
- Office of Employee Assistance
- Medicaid Expeditors

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, uninsured patients, and patients identified as having a government payor as their source of reimbursement for their care (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 Second 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						
	Based on CIGP report					
	2012-2013 FY	2013-2014 FY	2014-2015 FY	2015-2016 FY		
	2013	2014	2015	2016	2017	2018
	Actual	Actual	Actual	Actual	Formula	Formula
Total Gross Charges to Patients in the "Population"	\$ 449,886,296	\$ 329,830,568	\$ 197,668,155	\$ 209,088,106	\$ 215,360,749	\$ 221,821,572
Patient Pay Collections & Third Party Payments	\$ (29,320,245)	\$ (30,210,868)	\$ (25,163,140)	\$ (22,275,693)	\$ (22,943,964)	\$ (23,632,283)
Subtotal	\$ 420,566,051	\$ 299,619,700	\$ 172,505,015	\$ 186,812,413	\$ 192,416,785	\$ 198,189,289
Cost to Charge Ratio	33.25%	34.00%	34.52%	37.65%	37.65%	37.65%
SubTotal Cost related to Patients in the "Population"	\$ 139,838,212	\$ 101,870,698	\$ 59,548,731	\$ 70,336,555	\$ 72,446,651	\$ 74,620,051
Medicare Shortfall to Cost	35,859,206	17,855,921	26,565,141	31,773,435	32,726,638	33,708,438
Total Cost related to Patients in the "Population"	\$ 175,697,418	\$ 119,726,619	\$ 86,113,872	\$ 102,109,990	\$ 105,173,289	\$ 108,328,489
Calculation of Reimbursement for Services:						
Medicaid Disproportionate Share/State Provider Fee	\$ (38,896,676)	\$ (45,726,773)	\$ (37,986,044)	\$ (41,337,685)	\$ (42,577,816)	\$ (43,855,150)
Federal Award for CHS	\$ (4,785,087)	\$ (4,785,087)	\$ (4,785,087)	\$ (4,785,087)	\$ (4,785,087)	\$ (4,785,087)
Healthcare Services Fund Funding	\$ (5,474,960)	\$ (5,106,497)	\$ (5,050,794)	\$ (4,977,865)	\$ (5,127,201)	\$ (5,281,017)
Subtotal	\$ 126,540,695	\$ 64,108,262	\$ 38,291,947	\$ 51,009,353	\$ 52,683,186	\$ 54,407,235
Discount for Services	\$ (98,563,395)	\$ (33,330,962)	\$ (7,514,647)	\$ (20,232,053)	\$ (21,905,886)	\$ (23,629,935)
Total Amount Due for Services to the "Population"	\$ 27,977,300	\$ 30,777,300	\$ 30,777,300	\$ 30,777,300	\$ 30,777,300	\$ 30,777,300
Percent Discount	77.89%	51.99%	19.62%	39.66%	41.58%	43.43%
						*Projections based on 3% increase

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	
	1 st Trimester	At least 70% of women will begin prenatal care within the 1 st Trimester.
1.5L	Patient Satisfaction	
	Community Health Service	77% of patients 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	75% 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	
	TDAP and MCV4	85% of active adolescent patients, age 13-17, will have both Tdap and MCV4 vaccinations.
	HPV	85% of active adolescent patients, age 13-17, will have received at least 1 HPV vaccine.
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.
	Diabetes- per cent of diabetics with HbA1c < 9	70% of Diabetic patients will have an HbA1c < 9.
	Cardiovascular Disease Prevention	75% 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	Cigarette Smoking Interventions	At least 50% of adult smokers with at least 2 visits to a Denver Health clinic, emergency department, or hospital stay will have received one of the following interventions in the prior 6 months: referral to the Quitline, referral to a cessation clinic, counseling on quitting, or a medication for tobacco cessation.
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 among patients who are not dead on arrival (DOA) will be maintained within 5% of 2016 experience.
	Blunt	Survival rate for blunt trauma will be maintained within 5% of 2016 experience, which is 96.1%.
	Penetrating	Survival rate for penetrating trauma will be maintained within 5% of 2016 experience, which is 94.8%.
	Joint Commission Quality Measures	
1.5U	<u>Early Elective Delivery between 37 – 39 weeks gestation</u>	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)	
	Medical Intensive Care Unit	Risk-adjusted rate that is the same or better than the national Medical ICU rate on the most recent CDPHE report.
	Trauma intensive Care Unit	Risk-adjusted rate that is the same or better than the national Trauma ICU 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				
	Federico Pena Family Health Center				
	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 Vizient, 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 City and the Authority recognize that the Emergency Medical Response System (“EMRS”) is a tiered, multiple component system comprised of the City’s Denver 911 for call taking, dispatching, and administration of the record keeping system, the Denver Fire Department for primary emergent Basic Life Support (BLS) first responders, and the Authority for Advanced Life Support (ALS) paramedics and transport services, and non-emergent BLS. The Fire Department and Authority each dispatch their own units. The Authority will provide Emergency Medical Services (“EMS”) which include a pre-hospital system for responding to 911 originating calls in the City, EMS 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”) for health and medical skills 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 City will process all calls for emergency medical services coming into the 911 Emergency Communications Center (“Denver 911” or “911 Communications Center”) via the City’s emergency and non-emergency lines. The Authority will 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. All BLS and ALS services will be in accordance with the medical direction of the Authority.

- (i) The Authority will provide medical direction and manage continuing education and quality improvement activities within the scope of the EMRS, including the responses and services provided by the Department of Safety. The Authority may also provide medical education and direction regarding various miscellaneous medical services for the City as identified and mutually agreed upon.
- (ii) The Authority’s Medical Director will be a board-certified emergency medical physician who will serve as Medical Director for all components of the Denver EMRS system stated within this Appendix.
- (iii) The Medical Director will be responsible for:
 - 1. The implementation, application, and approval of all Medical Priority Dispatch System (“MPDS”) protocols;
 - 2. Oversight of Quality Assurance/Quality Improvement (“QA/QI”), the specific details and structure of which will be described in a mutually agreed-upon Memorandum of Understanding;

3. Oversight of medical direction services, including the protocols, development of training curriculum, and resources;
4. Quality oversight of first responders' emergency medical initiatives.

- (iv) 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.
- (v) The Authority will be responsible for case evaluation of at least 3% of all emergency medical dispatcher ("EMD") calls 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 for Denver 911 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.IX.

1.2 Payment Mechanism. Certain personnel-related costs will be borne by multiple components of the EMRS. See the mutually agreed-upon Memoranda of Understanding for the EMRS Analyst and QA/QI, which clearly identify the roles and responsibilities of the various components. Estimated current payment allocations are listed below in Table 1:

- (i) Medical Director: 60% Authority/40% City
- (ii) Communications Center Lieutenant: 80% Authority/20% City
- (iii) Communications Center Dispatcher: 30% Authority/70% City

1.3 Pursuant to Section 4.1 of the Second 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 20 percent of one Communications Lieutenant plus benefits, and payment for 70 percent of one Dispatcher plus benefits, based on flat payment \$60,947 in total. The calculation is shown below.

Training. Training and medical oversight necessary for the provision of BLS services, including costs for curriculum development, training services, personnel, and supplies related to the certification and continuing education of EMT-B responders and other employees as identified by the City. See Table 1 for the current estimated payment. See mutually agreed-upon Memorandum of Understanding regarding the scope of training and medical oversight related to EMS.

TABLE 1: 2018 EMS Service Fee Estimates and Structure

Service	Payment Type	City Payor	Amount	Invoice Detail Required
New EMRS Oversight FTE	Flat	Department of Safety	\$77,587	Annual Salary Certification
40% of Medical Director Salary + Benefits	Flat	Department of Safety	\$163,051	Annual Salary Certification
EMS Dispatch Supervision (20% of Lieutenant)	Flat	Department of Safety	\$16,878	Annual Salary Certification
70% of EMS Dispatcher	Flat	Department of Safety	\$44,069	Annual Salary Certification
EMT-B Continuing Education Training + Medical Oversight	Flat	Denver Fire Department	\$583,819	Date of service, type of training hours, location where training provided
EMT-B Certification + Medical Oversight	Fee for Service	Denver Fire Department	Base Fee: \$9,554/academy class + \$210/student	Dates of service, name and ID # of Recruit or employee(s) trained, training fee
EMS in Englewood pursuant to IGA	Flat	Denver Fire Department	\$1,082,118 payable in monthly increments of \$90,176.50	The month of service and purpose of the invoice

d. Each invoice sent to the Denver Fire Department or Department of Safety 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.

1.4 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.

1.5 Performance Criteria

a. Each component of the EMRS, including the Authority and Department of Safety, and certain stakeholders, including the, Mayor’s Office, City Council, and the Auditor’s Office, will designate representation on the EMRS Advisory Committee, which will meet regularly to monitor system performance, identify and recommend strategies for innovation and improvement, and provide the necessary collaboration and accountability to ensure a continued high delivery of EMS responses and services. The performance metrics (including any data parameters or exclusions), advisory committee composition, and strategic framework will be documented in a mutually agreed-upon Memorandum of Understanding. The parties have recommended improvements to the system, and are committed to continuing improvements to the system that have improved and will continue to improve overall system performance.

b. The Utilization/Hour rate will be at or below 0.5 transports/hour (system wide).

c. The City and the Authority will strive to meet the performance goals for each system component as described in the 2016 NFPA Standards 1710 and 1221 and listed in Table 2, below. Each component of the EMRS, including Denver 911, DFD, 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 sirens) response times, listed in minutes and seconds, as set forth in Table 1, below. Additional system performance metrics regarding the EMRS will be identified, monitored, and reported by the EMRS Advisory Committee, as described above.

TABLE 2: NFPA Goals by System Component

	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	1:30	N/A	
BLS Denver Fire	N/A	5:00	6:30
ALS Denver Health	N/A	9:00	10:30

1. 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. Responsibility of the EMRS Data Analyst:

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 EMRS Data Analyst will analyze performance data to identify data that are verifiably inaccurate, identified by annotation within the system. The EMRS Data Analyst 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. Reporting Exclusions – The EMRS Data Analyst will exclude the following calls from the dataset for the purpose of response time compliance reporting. Excluded data may be evaluated for the purposes of general 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.

3. 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.

4. 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.

5. 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.

6. Reporting – Performance reports will be submitted monthly to the EMRS Advisory Committee, not later than fifteen (15) days after the end of the month. A system performance report will be made at least annually by the EMRS Advisory Committee to the leadership of the City and the Authority. The parties recognize that the tiered emergency response system at times may not meet one or more goals of the NFPA Standards. The parties understand and agree that coordination and cooperation will be needed to share data and provide system performance reporting.

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.

1.6 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 1.5 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. 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.

g. 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.

(i) Additional Reporting 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.

1.7 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 2018 will be based on actual costs incurred by the Authority. The estimated amount is expected not to exceed \$3,212,100. 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 (10th) 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.

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

**Denver Health and Hospital Authority: DIA EMS Services
Year 2018 Budget Final**

Cost Center	Personnel	Supplies & Services	Capital	TOTAL	REVENUE	PAYMENT
DIA EMS Services	2,805,679	520,556		3,326,235	114,135	3,212,100
TOTAL DIA EMS Services	2,805,679	520,556	-	3,326,235	114,135	3,212,100

1.8 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.

1.9 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.

1.10 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. Emergency Medical Services provided by the Authority in Englewood, as stated herein, are a Non-Core service under Section 3.2 of the Second 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.

b. The Authority will provide Emergency Medical Services, as described in Section 1.1(a) of Appendix A-2 of the Second 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. The Authority shall use good faith efforts to meet the performance measures as set forth in paragraph Section 1.5 of Appendix A-2 of the Agreement. In the event the Authority fails to meet the performance measures of Section 1.5 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.

f. 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.

g. 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.

h. 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.

i. Payments. The City agrees to pay the Authority, and the Authority agrees to accept as payment, the amount of \$90,176.50 a month (\$1,082,118 for 2018) 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.

1.11 Additional References and Documents

a. Contractual References

(i) Operating Agreement: Additional provisions relating to Denver 911-EMS are contained in:

1. Appendix C.V Technology Services
2. Appendix C.IX EMS/911
3. Appendix C. XII Department of Safety

(ii) Englewood IGA

b. Memoranda of Understanding (MOUs)

- (i) 2009 MOU regarding EMRS and service delivery (rescinded)
- (ii) EMRS Advisory Committee (draft)
- (iii) EMRS Analyst (executed)
- (iv) EMS Training and QA/QI Supplemental for 2017 (draft)
- (v) Quality Assurance/Quality Improvement (QA/QI) Structure (draft)

A.3 Public Health Services

The City County of Denver (the “City”) and Denver Health and Hospital Authority (the “Authority”) have collaborated since 1997 to provide public health services in Denver, and the City’s Charter and this Agreement have served as the legal basis for this collaboration. The parties agree that the City’s Department of Environmental Health (“DEH”) provides the rule-making, enforcement of laws and adjudicatory or quasi-adjudicatory functions. As indicated in the City Charter, DEH is charged with the “Performance of functions assigned to law by local health departments, health administrators, the environmental health department, of the health officer of the City and County of Denver.” DEH, in turn, uses the Authority’s Department of Public Health (“DPH”) for medical advice and services. The City and the Authority each recognize and respect the vital role that each entity plays in the provision of public health services to the residents and visitors of the City, and believe that public health in Denver is best provided through partnership: a partnership where distinct roles are clearly understood and regular communication is critically important.

1.1 Scope of Public Health Services

a. Pursuant to CRS 25-1-506 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, the administration of vital records and the maintenance of vital statistics, clinical screening, treatment, and prevention of communicable diseases, and medical recommendations to the City for disease control and the providing of disease control (including clinics). This includes the following functions:

- ID/AIDS Clinic
- Immunization and Travel Clinic
- STD and Family Planning Clinic
- TB Clinic
- Vital Records

Additionally, the City contracts for services and funds portions of programs at DPH that are complimentary to other public health services provided. These include:

- Epidemiology and Monitoring including Disease Control and Outbreak Investigation
- Public Health Administration
- Public Health Informatics
- Public Health Preparedness and Response

DEH provides the following functions:

- Public Health Administration and the Board of Health
- Public Health Inspections
- Public Health Preparedness and Response

- Environmental Quality
- Animal Protection
- Office of the Medical Examiner
- Community Health

A description of the scope of services follows:

ID/AIDS Clinic

The ID/AIDS clinic provides comprehensive services (prevention, diagnosis, treatment, ongoing primary care) for persons with communicable diseases, particularly persons with HIV and viral hepatitis (Hepatitis B and C). The clinic is open Monday – Friday from 8am – 5pm. Changes to hours of operations will be mutually agreed upon based on capacity and patient needs. Infectious Disease Physicians are on-call and available 24/7.

Immunization and Travel Clinic

The Immunization and Travel Clinic provides immunizations to City residents and visitors on a walk-in basis and immunizes children at the appropriate age in neighborhoods with low immunization rates to the extent available by funding. The clinic also provides comprehensive travel health services including immunizations. The clinic is open Monday – Friday from 8am – 5pm. Changes to hours of operations will be mutually agreed upon based on capacity and patient needs.

STD and Family Planning Clinic

The STD and Family Planning Clinic provide sexually-transmitted infection (STI) services (prevention, diagnosis, and treatment) and reproductive health services. These services are targeted to high risk populations and are provided in the Denver Metro Health Clinic (DMHC), outreach clinics, and community based settings. The DHMC clinic is open Monday – Friday from 8am – 5pm. Changes to hours of operations will be mutually agreed upon based on capacity and patient needs.

TB Clinic

The TB Clinic ensures the timely detection, diagnosis, and treatment of patients in the City with suspected tuberculosis; identifies and evaluates contacts of infectious cases; targets, tests and treats latent tuberculosis in high-risk populations. The clinic is open Monday – Friday from 8am – 5pm. Changes to hours of operations will be mutually agreed upon based on capacity and patient needs.

Vital Records

Pursuant to DRMC Sec 24-171, DPH Vital Records Division issues original and copies of birth and death certificates to the public Monday through Friday from 8am – 5pm in accordance with State hours of operations guidelines. Vital Records issues burial permits and staff are on call and available on the weekends to issue burial permits as needed.

Epidemiology and Monitoring including Disease Control and Outbreak Investigation

Epidemiology and Monitoring provides detailed health data to support the control and

prevention of communicable diseases, chronic diseases, and injuries in Denver. The team also investigates possible disease outbreaks, working in partnership with DEH's Public Health Inspections division. To protect the public health of the City, DEH delegates to DPH the responsibility to conduct medical epidemiological investigations and to coordinate with DEH in the control and prevention of potential human exposures to communicable, and/or chronic disease, 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. DPH will have a 24/7 on-call system and person to respond to urgent and emergent issues.

To conduct such epidemiological investigations, DPH will have the power to require 1) access to medical and other records related to the exposure, 2) conduct diagnostic testing, and 3) issue health hold orders with respect to individual patient care when the Medical Officer or designee determines that such orders are necessary to prevent the introduction or spreading of an infectious disease. DEH and DPH will collaborate closely on these investigations and actions. DPH will communicate immediately to the Executive Director of DEH any findings and medical recommendations in a timely fashion from these investigations.

DEH and DPH will work collaboratively to conduct outbreak investigations. DPH's responsibilities relative to outbreak investigations include interviewing parties associated with the investigation, epidemiological analysis, recommendations and initiation of treatment, and notification (if notified first). DEH and DPH staff will comprise an Outbreak Investigation Team, and both departments shall adhere to communications protocols established by DEH in accordance to Colorado Department of Public Health and Environment directives, including, but not limited to the sole authority of DEH to make the determination regarding school and other establishment closures to stakeholders and any other related public health enforcement actions.

DPH will work to build tools that support communicable and chronic disease investigation and monitoring to assess and plan programmatic work related to high impact diseases, conditions, or behaviors. This will involve working with community partners to voluntarily share data for epidemiologic analysis and population health assessments.

Public Health Administration

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

Accreditation: DEH and DPH successfully pursued Public Health Accreditation Board (PHAB) Accreditation. DEH will appoint the PHAB Accreditation Coordinator. DPH will support DEH in maintaining accreditation and pursuing re-accreditation, and will appoint an accreditation lead to support the DEH Accreditation Coordinator. Both departments will commit resources to maintaining PHAB Accreditation, and pursuing PHAB re-

Accreditation.

Communications: DEH and DPH communications staff collaborates routinely on joint publications (e.g., Denver Vital Signs reports). The directors collaboratively review and approve media and publications with joint branding.

Public Health Informatics

DPH will work to develop skills and infrastructure necessary to support public health program planning and evaluation across a spectrum of clinical and population-based services. Data and information, from a host of program areas, health care providers and health care systems across the City and region, will be managed and curated for analysis by DPH staff. At the request of the City or with City approval, reporting and visualization services will be provided by DPH staff including geographic representations to support public and environmental health program reporting requirements and health messaging to the public. These same informatics staff will contribute to development of content for annual reporting, the CHA, CHIP and other periodic reports (e.g., Denver Vital Signs reports).

Public Health Preparedness

DPH will work with DEH and the City and County of Denver Office of Emergency Management to efficiently plan and respond to events, disasters, and other environmental and public health emergencies in Denver.

b. Provision of Services: The City and the Authority recognize that public and environmental health services should be provided in a collaborative and coordinated manner and expect DEH and DPH to work together to serve the best interest of the residents and visitors of the City in an efficient and cost-effective manner. In the furtherance of this goal, DEH and DPH have outlined expected roles and responsibilities in a separate document titled “Denver’s Core Public Health Services: Functions and Roles” with an effective date of June 2014. The directors of both departments will collaboratively review and approve work products with joint branding. DEH will have final approval for the work product deliverables for which it responsible by State statute, City Charter, the Operating Agreement, or any other applicable federal, state or local laws.

c. The scope of Public Health Services to be provided by the Authority includes services to all residents and visitors of the City.

d. Pursuant to CRS 25-1-506, DEH is charged with executing a Community Health Assessment (CHA) and Community Health Improvement Plan (CHIP). DEH and DPH have formed a collaborative group composed of DEH and DPH staff, *Be Healthy Denver*, to carry out the CHA and CHIP. DPH will work with DEH to collect, compile, assess, and prepare a comprehensive report on the health of Denver (Community Health Assessment – CHA). This comprehensive report will be prepared and published at least every five (5) years in accordance with Colorado State statutes. The current CHA was distributed in 2015. The next one is due January 2020. DPH and DEH will also collaborate on the development of a CHIP at least every five (5) years in accordance with Colorado State statutes. The current CHIP was published in 2014

and implementation period runs 2014 – Dec 2018. The next one will be implemented in January 2019.

e. Grants and Contracts: Pursuant to the Public Health Services Functions and Roles document, DEH and DPH agree to collaborate on grant applications when appropriate. As the statutorily defined Local Public Health Agency (LPHA), DEH will work mutually with DPH to develop an application process for grants with restricted eligibility that are within DPH’s area of expertise, relevant experience and functional capability.

1.2 Payment Mechanism

Subject to Section 4.1 of the Second Amended and Restated Operating Agreement, the City will purchase from the Authority certain Public Health Services provided to the residents and visitors 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:

c. The Authority shall fund the five direct service areas (ID/AIDS, Immunization, STD, TB, and Vital records through a combination of grant funding and revenues collected (see estimated revenue below). The sum of direct service areas has been decreased to reflect the Per Capita payment to DEH in 2018. For avoidance of doubt, the 50% of Per Capita funding retained by the Authority will be used for direct service areas and does not change the expected City payment referenced in Section 1.2(f). DPH will provide an annual report of actual expenses and actual revenues for these five programs. The net loss or gain will help determine the base funding amount the City provides for the operational programs if there appears to be consistent losses or gains. The annual budget report will also include any potential risks to grant funding that could create a net loss in future years for these five programs.

Year 2018	Projected Revenue
Per Capita	907,288
50% Per Capita to DEH	(453,644)
Vital Records	925,000
ID/AIDS Clinic	1,400,000
Tuberculosis Clinic	35,000
STD Clinic	100,000
Immunization Clinic	725,000
TOTAL PUBLIC HEALTH	\$3,638,644

d. The estimated amount of City payment for Public Health operational programs (Epidemiology and Monitoring, Administration, Informatics, and Preparedness and Response) 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.

Cost Center	Personnel	Supplies & Services	TOTAL
TOTAL PUBLIC HEALTH	2,037,494	251,956	2,289,450

e. 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 financial and performance documentation should be attached.

f. This payment is characterized as an actual cost. The City and the Authority agree that the annual maximum payment for Fiscal Year 2018 shall be \$2,289,450.

g. DEH and DPH will split the State of Colorado Per-Capita Contract funding equally. The State of Colorado Public Health Emergency Preparedness (PHEP) funds will be apportioned based on agreed upon Preparedness deliverables and workloads for each agency. PHEP funding sources are in addition to the City payment referenced above in Section 1.4(d).

h. Specific positions funded to be of direct assistance to both DEH and DPH include the following:

- (i) A public health nurse within DPH to 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.
- (ii) An Epidemiologist within DPH to provide analytic services that is responsive to multiple data inquiries. 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. 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 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.

- (iii) Director of Epidemiology and Informatics within DPH to 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.
- (iv) RN – Epi & Disease Investigation within DPH to work collaboratively with DEH on communicable disease investigation and reporting. The position will assist with communicable disease outbreaks and work closely with other stakeholders such as the Colorado Department of Public Health and Environment (CDPHE), the Centers for Disease Control and Prevention (CDC), medical providers, community organizations and other local health departments. This position is also responsible for filling the role of Regional Epidemiologist.

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. 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:

b. The Authority will provide the following performance statistics which includes the goals and metrics for public health functions of DPH. The frequency of reporting is provided in the table. Metrics reported monthly will accompany the invoice.

Goals and metrics for 2018

Program	Objectives	Metrics/Milestones to be reported	Frequency of reporting
<i>ID/AIDS Clinic</i> HIV	Provide HIV testing in clinical and community settings	<ul style="list-style-type: none"> • Testing in the STD Clinic (annual goal - 6000) • Community testing in high-risk venues (annual goal - 1500) 	<ul style="list-style-type: none"> • Monthly

Program	Objectives	Metrics/Milestones to be reported	Frequency of reporting
	Provide treatment for persons with HIV disease in Denver	<ul style="list-style-type: none"> • Appointments available within 14 days (goal – 80%) • Percent of ID Clinic patients with a viral load < 200 copies (goal – 90%) 	• Quarterly
	Access to prophylaxis for HIV	<ul style="list-style-type: none"> • Number of persons who receive non-occupational post-exposure prophylaxis • Number of persons started on Pre-Exposure Prophylaxis (PrEP) (annual goal – 160) 	• Quarterly
	Work with stakeholders across the City and County on AIDS elimination	<ul style="list-style-type: none"> • 90% of those with HIV have been diagnosed • 90% of those diagnosed are in HIV care • 90% of those in care have an undetectable viral load 	• Quarterly
<i>Immunization and Travel Clinic</i> Vaccine-preventable infections	Ready access for residents and visitors of Denver to vaccines in clinical and community settings	<ul style="list-style-type: none"> • Number of vaccines provided in the Immunization Clinic • Number of vaccines provided in community settings (schools, Shots for Tots, and other community venues) 	• Monthly
	Provide travel-related evaluation and immunizations	<ul style="list-style-type: none"> • Number of travel consults 	• Monthly
	Provide technical assistance to child daycare centers on improving vaccine coverage	<ul style="list-style-type: none"> • Number of site visits to child daycare centers • Number of trainings 	• Quarterly
	Assess risks for vaccine-preventable infections in Denver	<ul style="list-style-type: none"> • Review of opportunities to decrease vaccine-preventable infections in Denver 	• Annual
<i>STD and Family Planning Clinic</i> Sexually-transmitted diseases (other than HIV and viral hepatitis)	Provide access to Denver residents and visitors to clinical sexual health services in clinical and community settings	<ul style="list-style-type: none"> • Care for possible sexually-transmitted diseases in the STD Clinic (annual goal – 12,500 visits) • Reproductive health services in the STD Clinic (annual goal – 5000 visits) • STD screening in community settings (annual goal – 3000 visits) • Percent of patients with gonorrhea or chlamydia treated within 7 days of diagnosis (annual goal – 80%) 	• Monthly
	Plan to decrease the incidence of gonorrhea in Denver	<ul style="list-style-type: none"> • Completed plan 	• Annual
Hepatitis C	Provide testing for Hepatitis C among persons at increased risk in the STD Clinic	<ul style="list-style-type: none"> • Number of persons tested for Hepatitis C (annual goal – 2000 tests) 	• Quarterly
	Provide evaluation and treatment of Hepatitis C for persons in Denver	<ul style="list-style-type: none"> • Number of persons who complete treatment for Hepatitis C in the ID Clinic (annual goal – 100) 	• Quarterly

Program	Objectives	Metrics/Milestones to be reported	Frequency of reporting
<i>TB Clinic</i>	Provide evaluation and treatment of persons with active tuberculosis (TB) in Denver	<ul style="list-style-type: none"> • Number of clinic visits 	<ul style="list-style-type: none"> • Monthly
	Provide evaluation and treatment of persons with active tuberculosis (TB) in Denver	<ul style="list-style-type: none"> • Number of new TB cases • Evaluation of a person with suspected active TB (goal – 100%) within one business day • Completion of treatment within 12 months (goal \geq 95%) 	<ul style="list-style-type: none"> • Annual
	Provide evaluation and treatment of persons with latent TB in Denver	<ul style="list-style-type: none"> • Number of homeless persons tested for latent TB • Completion of treatment of latent TB among close contacts to active cases of smear-positive pulmonary TB (goal - > 80%) 	<ul style="list-style-type: none"> • Annual
	Work with primary care settings in Denver caring for persons with increased risk for TB	<ul style="list-style-type: none"> • Screen and treat latent TB among high-risk persons (goal – 2 additional clinics) 	<ul style="list-style-type: none"> • Annual
<i>Vital Records</i>	Convenient access to birth and death certificates for Denver residents and visitors	<ul style="list-style-type: none"> • Birth and death certificates issued • Certified copies issued 	<ul style="list-style-type: none"> • Monthly
<i>Epidemiology and Monitoring including Disease Control and Outbreak Investigation</i> Epidemiology and Monitoring	Produce and contribute to health assessment reports annually (e.g., population or targeted health assessment, council district report, health impact assessments)	<ul style="list-style-type: none"> • Number of assessment reports produced in calendar year 	<ul style="list-style-type: none"> • Annual
	Provide expert consultation on data sources, analysis, and methods by curating monitored data to track and report on emergent public health threats.	<ul style="list-style-type: none"> • Updated report of available data sources 	<ul style="list-style-type: none"> • Annual
	Develop and maintain efficient outbreak response data tools that integrate clinical data, disease reports, and outbreak-related data collection	<ul style="list-style-type: none"> • Number of Denver outbreaks where response metrics were collected and summarized using data tools 	<ul style="list-style-type: none"> • Annual
	Respond to data or analytic requests from Denver Environmental Health or other city agencies	<ul style="list-style-type: none"> • Percentage of DEH request resolved within 60 days 	<ul style="list-style-type: none"> • Quarterly
	Curate monitored data to annually produce information that tracks progress on community health improvement plan.	<ul style="list-style-type: none"> • Data for the CHIP annual report 	<ul style="list-style-type: none"> • Annual

Program	Objectives	Metrics/Milestones to be reported	Frequency of reporting
Disease Control and Outbreak Investigation	Collect reportable condition reports from health care providers and laboratories. Perform timely and effective assessment and control of reportable conditions in Denver County residents and visitors Report to CDPHE within appropriate timeframes.	<ul style="list-style-type: none"> • Number and description of required case interviews and a general report on the outcome of investigation. • Percentage of case interviews completed within 7 days of initial report • Number of animal bite reports requiring follow-up of victims, number requiring post-exposure rabies prophylaxis 	<ul style="list-style-type: none"> • Quarterly
	Develop and provide high quality monitoring and outbreak data to stakeholders	<ul style="list-style-type: none"> • Number of outbreaks in a calendar year that required NORS or outbreak summary report • Number of email and phone reports of suspected illness/month in a calendar year 	<ul style="list-style-type: none"> • Annual
Public Health Administration	Serve as Medical Officer for DEH	<ul style="list-style-type: none"> • 24/7 availability of the Medical Officer or designate (a physician with public health expertise) 	<ul style="list-style-type: none"> • Annual
	Support maintenance of public health accreditation	<ul style="list-style-type: none"> • Completion of the annual report (goal – March 31, 2018) 	<ul style="list-style-type: none"> • Annual
	Joint strategic planning with DEH	<ul style="list-style-type: none"> • Completion of an annual joint planning session • Development of a joint performance management system • Completion of a roadmap to conduct joint strategic planning 	<ul style="list-style-type: none"> • Annual
Public Health Informatics	Identify individuals living with HIV for disease investigation, monitoring, and numerous reporting and analytical purposes.	<ul style="list-style-type: none"> • Update a monthly registry of individuals living with HIV in Denver County. 	<ul style="list-style-type: none"> • Monthly
	Provide Geographic Information Systems (GIS) expertise to produce maps and geospatial analysis at the request of the City.	<ul style="list-style-type: none"> • Number of GIS maps for Public Health issues 	<ul style="list-style-type: none"> • Quarterly
	Provide Sexually Transmitted Infection (STI) monitoring statistics	<ul style="list-style-type: none"> • STI monitoring statistics (Chlamydia, Gonorrhea, Syphilis) 	<ul style="list-style-type: none"> • Monthly
	Provide data extraction and reporting expertise to support periodic community health assessments for the City and County of Denver.	<ul style="list-style-type: none"> • Extract data from numerous sources and compile into various charts and graphs. • Incorporate US Census data to produce population demographic information. 	<ul style="list-style-type: none"> • Annual

Program	Objectives	Metrics/Milestones to be reported	Frequency of reporting
	Provide expertise in extracting, compiling, and analyzing birth and death data for the City and County of Denver.	<ul style="list-style-type: none"> • Create periodic reports for birth and mortality reporting for the City and County of Denver. These data are frequently incorporated into health assessments and other analytical reports. 	<ul style="list-style-type: none"> • Annual
Public Health Preparedness and Response			
	Serve as co-chair of the local healthcare coalition	<ul style="list-style-type: none"> • Number of healthcare coalition meetings led per calendar-year 	<ul style="list-style-type: none"> • Annual
	Provide staffing as public health technical specialists and ICS positions in the combined DEH/DPH combined Department Operations Center (DOC).	<ul style="list-style-type: none"> • Number of exercises/trainings conducted per calendar year. • Number of actual DOC activations responded to per calendar year. 	<ul style="list-style-type: none"> • Annual
	Ensure DPH participation in ICS training and exercises/drills	<ul style="list-style-type: none"> • Percentage of staff that complete ICS training in a calendar year • Number of staff that actively participate in exercises/drills per calendar year 	<ul style="list-style-type: none"> • Annual
	Serve as the coordinator for development and distribution of Denver Health Alert Notifications (DHANs)	<ul style="list-style-type: none"> • Number of DHANs distributed per calendar year 	<ul style="list-style-type: none"> • Annual
	Serve as the manager of special projects-Epidemiology Surveillance and Reporting Tool (ESRT), National Syndromic Surveillance Program (NSSP)	<ul style="list-style-type: none"> • Number of trainings for NSSP database provided to DPH and other LPHA disease investigation staff and response partners per calendar year 	<ul style="list-style-type: none"> • Annual
	Serve as the coordinator for Behavioral Health activities for emergency preparedness and response.	<ul style="list-style-type: none"> • Number of activities/events conducted related to behavioral health response/calendar year 	<ul style="list-style-type: none"> • Annual
	Serve as the Lead for Cities Readiness Initiative activities	<ul style="list-style-type: none"> • Number of new closed POD agreements obtained/calendar year • Number of trainings related to closed POD development and management conducted/calendar year • Number of dispensing drills conducted annually 	<ul style="list-style-type: none"> • Annual

c. DEH and DPH collaborate to produce the deliverables associated with the CHIP and CHA. The *Be Healthy Denver* operations manual will be maintained and includes more specificity on the annual work plan, associated deliverables, and roles and responsibilities. 2018 *Be Healthy Denver* activities include completion and dissemination of the Youth Health Assessment, community engagement on the findings of the Youth Health Assessment, and 2019-2023 CHIP planning and prioritization. All work products shall be approved by the department

directors. Final approval of all CHIP and CHA work product rests with DEH per Section 1.1(b), above.

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

e. Public Health Emergency Preparedness Deliverables Include:

- (i) The City and DPH agree that one emergency response plan is best for public safety, and agree to begin consolidating emergency response plans, annexes, and Department Operations Centers in 2018, with a goal of full consolidation by 6/30/2019. The combined DOC will be located at DEH.
- (ii) DPH will continue to provide advice on medical aspects of emergency management and preparedness, and retain the role of Public Health Medical Director. The City will make the final determination on all emergency response measures.

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 2018 to be staffed at a census of 80. Approximately 530 public inebriates per week are detoxified at Denver CARES. Both the City and the Authority will comply with all applicable state and federal privacy and confidentiality laws related to this section, and will comply with all provisions of 42 C.F.R., Part 2 ("Part 2") relating to substance abuse treatment and records. To the extent that Denver CARES discloses information governed and protected by Part 2, DHS will not make any further disclosure of the information provided unless further disclosure is expressly permitted by the written consent of the person to whom it pertains or as otherwise permitted by Part 2. Part 2 restricts any use of the information to criminally investigate or prosecute any alcohol or drug abuse patient. Denver CARES staff will seek to obtain a release of information consent form from clients, which includes the City, for the purposes of research, public health, evaluation, audit, and /or health oversight activities related to substance use disorder treatment.

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 replacement ESP van in 2018. This is funded through contract year 2015 surplus and not included in the calculation below.
- (ii) The City and Authority agree that with the continued growth of the city and high volumes of public inebriants, Denver CARES will provide case coordination and referrals to clinical services for the top 10-15 high utilizers per week. The Authority will hire one (1) High Utilizer Case Coordinator. The City and Authority will agree on the goals and metrics of the High Utilizer Case Coordinator by March 2018. The Case Coordinator will provide coordination and referrals to clinical services to high utilizers (targeting top 50 utilizers). Job duties may include: coordination of benefits acquisition, transport to appointments (medical, benefit, intake), and support regarding access to substance use treatment program or connection to a community mental health agency. Regular High Utilizer meetings and reports may be required. The City will actively participate in regular High Utilizer Case Coordinator meetings. This position is a limited one (1) year position. Continued funding must be

requested through the City’s 2019 budget process. This is funded through contract year 2015 surplus and not included in the calculation below.

- (iii) The 2018 CARES Budget includes \$ 50,519 for one (1) Master Security Officer to improve client and staff safety due to aggressive clients. The Authority and City will agree on a policy for aggressive and combative inebriates by March 31, 2018.

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.

1.2 Payment Mechanism. Subject to Section 4.1 of the Second 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, utilization metrics, and personnel summary data 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 2018 shall be \$3,098,644 and the calculation is shown below.

Denver Health and Hospital Authority: Denver C.A.R.E.S. Year 2018 Budget Final						
Cost Center	Personnel	Supplies & Services	Capital	TOTAL	REVENUE	PAYMENT
TOTAL C.A.R.E.S.	5,388,893	764,790		6,153,683	3,055,039	3,098,644
Revenue Breakdown						
Signal Grant	1,555,039					
Patient Revenue (Avg census of 80)	1,500,000					
Total Revenue	<u>3,055,039</u>					

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 2018 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 an agreed format, which indicates the amount of year-to-date expenses and revenues for Denver CARES by the 15th day of the month following the end of the quarter 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 45th day after the end of the reporting period 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 client to staff and client to client assaults.
- Agreed upon High Utilizer Case Coordinator metrics.

Continue to work with the City to provide the agreed upon data from EPIC, DACODS, and other sources as agreed upon by both parties.

A.5 Substance Treatment Services

1.1 Scope of Substance Abuse Treatment Services.

a. 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 2018 to maintain current service levels. City funding must be re-justified annually.

a. Each invoice shall include the following supporting documentation: payroll certification for salaried employees and/or payroll register and general ledger report for non-salaried employees, average daily census, number of patients served, or other statistical measures deemed appropriate by the City and Authority.

b. This payment is characterized as an actual payment. The City and the Authority agree that the annual maximum payment for Fiscal Year 2018 will be \$18,437. 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:

- a. OBHS patient census and ‘recovery’ measures
 - (i) Total patient census in methadone treatment
 - (1) Percent of patients on phases 1 through 5

- (ii) Total patient census in outpatient Suboxone
 - (1) Percent of Suboxone patients considered on maintenance
 - (iii) Total patient census in traditional outpatient
 - (1) Percent of reduction of use at discharge compared to C-STAT measure
 - (iv) 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)
- (i) 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.
- (i) Sixty percent of mothers in treatment as part of the Women and Family Services (WFS) program will be free of any illicit substance as measured by the last urine analysis before delivery.
 - (ii) If positive will include percentage of population positive with illicit opioid substance.
 - (iii) Twenty or more pregnant women will be in treatment in this Fiscal Year.
- d. Number of OBHS births, at Denver Health, treated for neo-natal abstinence syndrome.

A.6 Medical Services for Arrestees, Pretrial Detainees and Inmates at Denver Health and Hospital Authority

1.1 Scope of Medical Services for Arrestees, Pretrial Detainees and Inmates. 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 arrestees, pretrial detainees and inmates of the City and County of Denver, 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. 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 Arrestees, Pretrial Detainees and Inmates 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 who are direct files and will be charged as adults or have been charged as adults and are housed at the Downtown Detention Center ("DDC") or County Jail ("DCJ"), 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 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 employ a UM Professional. The UM Professional will work with the Sheriff Department and the UM Committee to revise and/or discontinue and/or add to the reports listed in 1.1(a)(v).
- (viii) The Authority shall establish and maintain a pharmaceutical management program that shall include, but not be limited to:
 - (1) A formulary.
- (ix) 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.
- (x) Sub-specialty consultation will be available to the prisoner care staff at the Department of Safety as needed.

- (xi) 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 City and County of Denver arrestees, pretrial detainees and inmate population, it is agreed that the Authority may offer Patient Care Services to pretrial detainees and inmates 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 requesting 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 the City and County of Denver arrestees, pretrial detainees and inmates, subject to the Authority's agreement to bill them (with copies to the City) for all medical services except for services rendered at the county jail clinic and at the DDC. The Authority agrees to pursue available third-party payment, including but not limited to the enrollment of eligible arrestees, pretrial detainees, and inmates into Medicaid, for all care provided to the prisoners by the Authority. In all cases, the arrestee, pretrial detainee or inmate shall be primarily responsible for payment for all medical services, except for services rendered at the DCJ 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, in accordance with Section 1.2(d) below, and the City will deduct from its payment to the Authority all collections received from pretrial detainees or inmates, 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 pretrial detainees and inmate billing activities described in Section 1.3(c) 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 Second Amended and Restated Operating Agreement, the City will purchase from the Authority the medical services for prisoner care described in Section 1.1(a), in an amount to be purchased in accordance with the following formula:

- (i) the list of total gross charges for services provided to arrestees, pretrial detainees and inmates, are 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) Charges for arrestees, pretrial detainees, and inmates who receive care in the CCMF and who do not require or meet 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 will be billed to the city using the current cost to charge ratios. The availability of this service 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 in CCMF and not to exceed 1 bed per day outside of CCMF.
- (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) 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.

The financial reconciliation will include any disputed charges identified in the Sheriff's audit as described in 1.4(a) within ninety (90) days after the report is received from DHHA.

- (vii) The Authority shall (no later than May 31 of the Fiscal Year for which payment is being made) provide comparative information and data to the City so that it can compare what it would pay under state Medicaid rates and using the Cost of Charge 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 CACP payments the Authority may receive from the state or federal government.
- (viii) As mutually agreed upon by both parties, the Sheriff Department may select and obtain medical and other services for pretrial detainees and 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.
- (ix) 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 pretrial detainees or inmates 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 will provide the Sheriff Department with the Name, phone number, and title of the Denver Health employee that these other facilities should contact for billing questions. 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 2018 shall be \$4,000,000. The calculation is shown below.

A-6 - Medical Service for Prisoner Care at Denver Health and Hospital Authority

Description	2016 Final	2018 Requested
Annualized Physician Billing Costs	\$ 622,622	\$ 660,000
Annualized Hospital Costs	\$ 2,634,156	\$ 2,825,000
Annualized Ambulance Costs	\$ 418,034	\$ 450,000
Annualized Outside Services	\$ 6,359	\$ 15,000
Annualized Cost to Collect 3rd Party Payors	\$ 50,000	\$ 50,000
Total	\$ 3,731,171	\$ 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) quarterly 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. The Authority will produce correct charge detail. The City reserves the right to review the charge data detail for correct incarceration dates and inmate classification (e.g. US Marshal).

c. The Authority will provide the City with a list of DHHA contacts in case the City finds a discrepancy in their review.

d. The audit process will include determining those City inmates being held on behalf of the Colorado Department of Corrections (DOC). The City will request the invoices for those patients for submission to DOC for reimbursement purposes. If the DOC rejects any of the patients (i.e. does not identify them as DOC), the City will notify the Authority. The Authority will provide the City with the name, title, and phone number of the Denver Health employee who shall provide these invoices and who will need to be notified of the DOC status.

e. The audit process will include but not be limited to a review of patients brought to the Authority with a Sick & Injured (S&I) form.

f. Under reasonable notice, and in accordance with state and federal laws, 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.

g. 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, pretrial detainee and inmate 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 arrestees, pretrial detainees and inmate 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 sixty (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 sixty (60) days, monthly reports including ambulance, facility and physician billing;
- (iv) within sixty (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 state and federal privacy and 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 request that nurses answer the written questions with the assistance of legal counsel. If ambiguities or other reasonable concerns 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 or its successor.

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. The Authority will also provide toxicological information and consultation and education to City and County of Denver regulatory agencies.

b. The City will reimburse the Authority for a portion of Poison and Drug Consultation services to citizens of the City and County of Denver, and for services to City and County of Denver regulatory agencies.

1.2 Payment Mechanism for Services to Citizens and Services to Regulatory Agencies. Pursuant to Section 4.1 of the Second Amended and Restated Operating Agreement, the City will purchase drug consultation services for citizens and regulatory agencies of the City.

a. Each invoice shall include the following supporting documentation: the month of service and number of calls, and a summary list of the consultations provided during the billing period.

b. This payment is characterized as a flat payment. The City and the Authority agree that the annual maximum payment for Fiscal Year 2018 shall be \$96,900.

Denver Health and Hospital Authority: Rocky Mountain Poison and Drug Consultative Services (RMPDC)				
Year 2018 Budget Final				
Cost Center	Personnel	Supplies & Services	Capital	TOTAL
RMPDC	96,900	-		96,900
TOTAL RMPDC	96,900	-	-	96,900

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 (45th) day after the end of the reporting period.

h. Requests for consultation services to City and County of Denver regulatory agencies will be responded to within 48 business hours.

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 and supplies provided to the City's Department of Environmental Health.

c. Standard supplies include the following. Additional supplies may be provided upon request and assuming availability.

Microbiology Supplies:

- Pink BD BACTEC Peds Plus/F Culture vials
- Silver BD BACTEC Plus Aerobic/F Culture vials
- Gold BD BACTEC Plus Anaerobic/F Culture vials
- MCC C&S Medium containers for stool collection

Core Lab Services:

- Vials for rare testing
- Blood-Spinning
- Courier service

Histology Supplies:

- Pre-filled formalin containers/jars
- Histology cassette blocks
- TissueTek containers
- Histology cassette blocks (in wax) stored on site at DHMC until a TissueTek file box is full.

1.2 Payment Mechanism. Subject to Section 4.1 of the Second 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 four (4) days 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 affect 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, 2018. 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. If a designated COSH provider exhibits a pattern of unprofessional behavior or one that is inconsistent with existing standards of medical care, then a plan of action and/or remediation for that provider will be mutually agreed upon and executed by the COSH Medical Director and the Director of Risk Management.

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 Second 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:

(i) FIRST REPORT OF INJURY

(1) 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.

(2) 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

(3) 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 is viral or bacterial.

(4) 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.

- (ii) **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.
- (iii) **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.

- (iv) **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:

- (1) Risk Management
- (2) Human Resources Department/Agency, and
- (3) 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:

- (1) Number of Work Injury (Non-Triage) calls/cases
- (2) Number of Work Injury Triage calls/cases
- (3) Number of Follow-up calls
- (4) 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.

- (v) **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.

(1) 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.

(2) 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.

2018 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)
2018	\$34.00	\$21.00	\$17.00	\$13.00	\$3.35	\$15.00	\$50.00	\$20.00	\$200.00
<i>* The fees above are listed as separate fees for each service offering.</i>									

Denver Health and Hospital Authority	
COSH 2018	
FEE SCHEDULE FOR NON-WORKERS' COMPENSATION SERVICES	
Description of Service	2018 Per Service Fee
PHYSICAL EXAMS	
Post Conditional Job Offer Physical	\$ 140.00
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)	\$ 300.00
Dive Physical and Bomb Squad Physical	\$ 287.00
DOT Physicals (renewals)	\$ 80.00
DOT Physical Followup (routine)	\$ 60.00
DOT Physical Followup (complex)	\$ 90.00
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 / Meth Lab 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	\$ 200.00
Fit for Duty Followup	\$ 100.00
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)	\$ 300.00
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)	\$ 146.00
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	\$ 397.00
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) 2018 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 Second 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 2018 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), laboratory services, 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. In addition to complying with applicable state and federal laws, all acute and chronic medical care, 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 written prescriptions and will be open for inspection as requested by the City and the State Board of Pharmacy.
- (ii) Arrestees, pretrial detainees and inmates 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 the DCJ and DDC.
- (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 applicable 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.

- (v) One provider and one psychiatric provider shall be on call twenty-four (24) hours per day, 365 days per year, to answer medical and psychiatric questions related to inmate care. Onsite provider 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.
- (vi) 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.
- (vii) The Authority shall provide a Nurse Manager position or its equivalent to oversee nursing functions at the DCJ and 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 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 up to \$100,000 for consultant services regarding EMR.

d. The City agrees to fund the physical loan repayment program in the amount of \$80,000 in Fiscal Year 2018. This is funded through contract year 2015 surplus and not included in the calculation below.

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 pretrial detainees and 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 pretrial detainees and 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, which includes the Denver Sheriff Health records, but excludes psychotherapy notes and other records as mandated by state and federal law, will be created. These records will be accessible to appropriate persons pursuant to state and federal privacy and confidentiality laws.
- (iii) Any prescriptions for mental health treatment shall be provided solely by the Authority or designee.

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.

(1) 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.

(2) 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.

(3) 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.

(4) 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.

(1) 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.

(2) 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.

(3) 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.

(1) 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.

(1) 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.

(1) 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 Second 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 2018 is \$13,261,822. 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 month's invoice.

For services at the DRDC (DOC's dialysis facility), though the Authority schedules the inmates' appointments at the DRDC, DOC will bill the Sheriff Department separately per the IGA between the DOC and the Sheriff Department.

The 2018 budget includes \$52,461 for approximately 5,216 methadone treatment doses within the jails to approximately 288 patients. Dosing and patient data shall be included in the B-3 statistical report.

Denver Health and Hospital Authority: Denver Sheriffs				
Year 2018 Budget Final				
Cost Center	Personnel	Supplies & Services	Capital	TOTAL
Sheriffs	11,814,384	1,447,438		13,261,822
Sheriffs	11,814,384	1,447,438	-	13,261,822

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, and will ensure that they are maintained and transmitted in accordance with the terms of this Agreement and the Business Associate Agreement between the Authority and the City.

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 Authority and shared with the Jail Administrator annually or as needed.

1.7 Reporting Requirements: The Authority shall continue to provide the following reports unless modified by written 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 or DCJ 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 generated in paper format to the City for transport to DDC and DCJ. The City is responsible for transporting inmate medical records to and from the DDC, and DCJ, to ensure the record follows the pretrial detainee or inmate 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 pretrial detainees or inmates who are scheduled to be transported to another Denver Jail Facility in order to coordinate the transport of medical records. The Authority staff and the City will verify that the medical record of the pretrial detainee or inmate is obtained and ready to be transported with the pretrial detainee or inmate 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 DCJ shall fully cooperate in any internal investigations concerning the correctional care facilities or employees of the Denver Sheriff's Department undertaken by the City, subject to state and federal privacy and 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 request that staff answer the written questions with the assistance of legal counsel. If ambiguities or other reasonable concerns 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 or its successor.

d. The Authority recognizes the growing opioid epidemic in Denver and will work to provide the appropriate treatment practices consistent with the standard of care to address this epidemic in cooperation with the City.

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, identifying 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: A) pregnant women and children ages 0-12 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; B) children involved with DDHS who would benefit from nurse encounter if determined by Denver Health.

(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 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 DDHS 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 unless there is an open case and the nurse will coordinate with the assigned caseworker.
- (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. Children above target population of 0-12 could be served upon agreement by both partners.
- (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. If the client has an open assessment, nurse will coordinate with the caseworker.
- (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.

The Authority and DDHS will work with staff to identify and track appropriate outcome measures.

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
- Clinical provider (NP or PA)//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 DHHA medical staff, 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 2018 shall not exceed \$827,308. However, the City reserves the right to reduce or otherwise modify the amount to be paid and the services to be provided during 2018 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: Child Welfare					
Year 2018 Budget Final					
Cost Center	Base Personnel	Supplies & Services	Capital	Revenue	TOTAL
Child Welfare	\$ 1,020,224	\$ 22,084	\$ -	\$ (215,000)	\$ 827,308

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 Public Health Impact Monitoring and Communication

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;
- Describe trends in Denver Health obstetric patients using marijuana;
- Develop a plan for aligning data analysis and reporting efforts with other local and state-level partners, including the Denver Human Services’ Office of Drug Strategy, Denver Environmental Health, the Colorado Department of Public Health and Environment, and the Denver Office of Marijuana Policy;
- 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 and other software in use for marijuana health impact monitoring and communication;
- 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 at least quarterly 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.
- Describe the prevalence of concurrent mental health and/or substance use diagnoses among Denver residents with a potentially marijuana-related emergency department visit or hospitalization

- Maintain and improve the public-facing and internal BI tools on Rocky Mountain Poison Center and Colorado Hospital Association marijuana data
- Produce a written report comparing use and opinions about marijuana, alcohol, and other drugs in the 2017 Healthy Kids Colorado Survey among Denver, Colorado, and national public high school students
- Produce a written report describing marijuana use among Denver adults over time using BRFSS data
- Provide a written report describing demographic and medical attributes of people with a marijuana-related call to the poison center, including severity, symptoms, and concurrent substances reported
- Share report findings in oral presentations, infographics, social media, and other formats as appropriate
- Maintain a system allowing members of the public to subscribe and unsubscribe to receive emails about reports and other information about marijuana health impact monitoring with City approval of communications and joint branding.

b. The parties agree that marijuana health impact data collection and communication activities 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 March 31, 2018, the Authority shall deliver a proposal for enhancements and improvements to the public-facing Business Intelligence dashboards for marijuana health data to the City for review and input. Performance Criteria

b. 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 exposure 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.

c. 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.

d. Data sources that may 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, the National Survey of Drug Use and Health, and the Behavioral Risk Factor Surveillance System.

e. 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;
- Trends in Denver Health obstetric patients using marijuana;
- 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 health-related indicator data;

- Comparison chart comparing Denver to Colorado and national statistics where possible; and,
 - Characteristics of youth entering state funded treatment centers.
- f. 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.
- g. At the request of the City or with City approval, the Authority will conduct marijuana abuse prevention activities that are indicated by stakeholder concern or analytic findings about trends in problematic health effects from marijuana, such as the development and translation of reports and infographics; social media posts; and meetings and presentations for members of the public.

1.3 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.

1.4 Payment Mechanism

a. The City’s total funding for the Marijuana Public Health Impact Monitoring and Communication program for Fiscal Year 2018 shall not exceed \$173,857. This is characterized as an actual payment.

Denver Health and Hospital Authority: Marijuana Surveillance				
Year 2018 Budget Final				
Cost Center	Personnel	Supplies & Services	Capital	TOTAL
Marijuana Surveillance	169,966	3,891	-	173,857
Total Marijuana Surveillance	169,966	3,891	-	173,857

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 2018, the City's annual payment for its land acquisition and construction contribution to the Park Hill Clinic shall be \$133,041.

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 City's Department of Safety, Executive Director's Office is the principal City department responsible for this Appendix. 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.

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 2018, 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.

g. **Payment Mechanism.** Pursuant to Section 4.1 of the Second 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.

- Each invoice shall include the following supporting documentation: the month of services and a monthly count of the performance criteria agreed to by the Authority and the Department of Safety. Minimum reporting requirements include: number of Bedside Interventions, Unduplicated Number of Individuals Served, Number of Trauma-Informed Care Trainings, Number of Critical Crisis Interventions.
- 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.

1.9 **Heartsaver First Aid CPR AED Training.** The Authority agrees to provide Heartsaver® First Aid CPR AED – Adult, Child and Infant training by a certified American Heart Association instructor(s) for up to 100 of the students attending the Denver Fire Department’s Young Adult Career Exploration Camp. The course will prepare students to provide first aid, CPR, and use an automated external defibrillator (AED) in a safe, timely, and effective manner. Each student who completes the course successfully will be awarded a certificate or card which displays their newly acquired First Aid certification. The City will pay the Authority \$45.00 per student enrolled in the course. This payment is characterized as a fee for service. Invoices shall include the date of training and name of trainees.

1.10 **Tactical Casualty Care (TCC) for Law Enforcement Training.** The Authority agrees to provide Tactical Casualty Care (TCC) for Law Enforcement training for all Denver Police Department Recruits by instructors who are minimally state certified EMTs, or preferably, paramedics. The Authority will adhere to all POST mandates for the training, including the instructor ratio guidelines. The City will pay the Authority \$95.00 per student enrolled in the course. This payment is characterized as a fee for service. Invoices shall include the date of training and name of trainees.

1.11 **OME Services.** Denver Health will provide instrument sharpening for no charge utilizing the full-time onsite vendor. OME will need to either deliver the instruments to the main campus

or arrange for transport via the Denver Health Courier. Biomedical waste, pathological waste, and sharps will be disposed of utilizing the vendor contracted to provide services to Denver Health. The DH Safety Department will arrange for the vendor to pick this waste up directly from the OME in coordination with the OME. The cost will be \$.19 per pound for biohazardous waste and sharps and \$.85 per pound for pathological waste or any other items requiring incineration. DH will receive and process the invoices for these services and bill the charges to the OME.

1.12 Department of Safety Fit for Duty Psychiatric Evaluations.

a. The Authority agrees to provide psychiatric evaluations at the request of the City's Department of Safety for the purpose of determining if a Department of Safety employee is fit to return to duty.

b. Department of Safety employees include employees of Denver Sheriff, Denver Police, Denver Fire, and Denver 911 Departments, and Department of Safety civilian agencies.

c. The examination appointment will take place within 5 business days of request. A verbal or emailed examination recommendation will be made within 72 hours of the examination, with a full report due within 7 business days of examination.

d. The City's request shall include: The patient's name, rank, and job description.

e. The full report will be transmitted via email with the physician's facsimile signature.

f. The report shall include a recommended course of treatment with a time frame including the number of sessions recommended within designated timeframe. The report shall also indicate if the officer is fit to return to full or modified duty.

g. When possible, the same physician shall complete both the fitness and return to work examinations. In the event the physician is accompanied by a fellow they will supervise the fellow at all times per current DHHA protocol.

h. This scope of work does not include treatment. Department of Safety employees may choose their own treatment provider.

i. Payment Mechanism

- 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. An additional \$200 flat fee will be charged for psychological testing, if needed. This payment is characterized as a fee for service. The anticipated volume for 2018 is no more than 30 patients.

- Invoices shall be accompanied by the Department of Safety invoice template, outlining the date of exam, Department of Safety requestor, and the provider name. Employee names should not be included on the invoice for confidentiality reasons.

Template for Invoice:

Date	Service Provided	Agency & Requesting Person	Cost
February 2, 2017	Psychological Fitness for Duty Exam	DPD, Requested by Sergeant ABC	\$600
February 8, 2017	Psychological Testing Related to Fitness for Duty Exam	DPD, Requested by Sergeant ABC	\$200

j. 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.

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

1.13 Substance Treatment and Education Program (STEP).

a. Scope of Services. The City agrees to provide gap funding for the Authority’s Substance Treatment and Education Program (STEP) within the Authority’s School-Based Health Centers. Funding will provide for 1.0 FTE licensed clinical social worker and for at least 70 youth served. Funding will also support urine drug screens and contingency management.

b. Payment Mechanism. The City will pay the Authority \$89,220 in Fiscal Year 2018. This payment is characterized as a flat payment. This is funded through contract year 2015 surplus and not included in the calculation below. Invoices shall include the following data as supporting documentation.

	[Month]	Year to Date (Cumulative)
Number of Youth Served		
Number of Substance Treatment Sessions		
FTE Funded by the City		

c. Performance Criteria. On an annual basis, the Authority shall report on program outcomes in the Annual Report to the City, which demonstrate program success in reducing school suspension, expulsion and drop out and promoting academic success.

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. Office of Human Resources

A. The Office of Human Resources (OHR) shall provide, for those employees who elect to remain with the city as OHR employees, all services that it renders to any other city OHR 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 OHR 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 \$18.17 (calculated on an annual cost of \$218.07 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 OHR 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 OHR 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 OHR will terminate when no City employees are being provided by the City to the Authority.

E. Performance Standards.

1. The OHR 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 OHR 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 OHR 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 OHR and all CSA rules shall apply.

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

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

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

9. The OHR 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 OHR 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 OHR 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 \$208.46 per employee (equal to a rate of \$8.00 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 per month. The total cost is estimated to be \$7,009 for Fiscal Year 2018. 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 by or against any City employee.

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 \$68.00 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 2018 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/Career Service 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/ Career Service 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 Career Service 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/ Career Service 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 to 12:00:00 a.m. January 1, 2006.

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

G. The CWCU shall provide detailed reporting, subject to audit, on all the incurred expenses on any claim for which it requests reimbursement. These detailed reports shall be submitted to the Authority 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/ Career Service employee claims:

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

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

3. The City denies any liability for any fines or penalties imposed by the Colorado Division of Workers' Compensation or any court or judge for any errors or omissions made by the Authority, its employees, or its agent for claims on or after 12:00:01 a.m. January 1, 2006. Further, the Authority agrees that it shall indemnify and hold the City harmless from any

loss, cost, expense, and liability, of whatever nature, arising under the Workers' Compensation Act and/or applicable workers' compensation regulations that are assessed against, levied upon, or charged to the City as a statutory employer, co-employer, or dual-employer under the Workers' Compensation Act. The City shall have no workers' compensation liability with respect to these claims, and the Authority agrees to pay any such liability and/or reimburse the City for any liability incurred.

4. The Authority will pay salary continuation for DH/ Career Service 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/ Career Service 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/ Career Service 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 2018 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 2018 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 \$5,289. 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 2018 is \$63,471. 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 \$226.00 per day reflecting actual costs of providing the service plus \$51,000 for providing key security services for other jurisdictions' prisoners. The total cost is estimated to be \$455,540 for Fiscal Year 2018. 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 Health sites of service. The Sheriff Department will provide security within CCMF, and for moving prisoners from CCMF to a clinic within Denver Health Medical center. The other jurisdiction's officers shall provide security for prisoners outside CCMF and for transportation of prisoners between CCMF and the prisoner's jurisdiction. In the event that other jurisdictions do not provide security for movement within Denver Health but outside of CCMF, then Denver Health may request that the Sheriff Department do so and pay the Sheriff Department as provided in subsection A. above.

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 2018 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 2018, 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 \$30,000.00 for the services described in section B of this Article for the calendar year 2018.

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; 2018 amount totals \$468,674).

XII. Department of Safety

A. The City and Authority agree on the continued need for 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 maintain the 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 an unlimited position, the cost of which will be renegotiated annually. The estimated payment amount for this service in 2018 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), Office of Human Resources, for Fiscal Year 2018 shall be \$20,716.

2. The City and the Authority agree that the annual estimated payment described in Section (II), Manager of Finance, for Fiscal Year 2018 shall be \$26,813.

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 2018 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 2018 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 2018 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 2018 shall be \$67,471.

7. The City and the Authority agree that the annual estimated payment described in Section (X), Denver Sheriff Department, for Fiscal Year 2018 shall be \$455,540.

8. The City and the Authority agree that the annual estimated payment described in Section (XI), Vehicle Fueling and Maintenance Services, for Fiscal Year 2018 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 2018 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 2018 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 2018 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 2018 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.

Denver Health Laboratory Fees

CP Lab Tests	Lab Fee
ACETAMINOPHEN	\$ 5.82
ALANINE AMINO TRANSFERASE (ALT)	\$ 3.06
ALBUMIN	\$ 3.06
ALKALINE PHOSPHATASE	\$ 3.06
ALPHAFETOPROTEIN	\$ 25.96
AMMONIA	\$ 27.46
AMYLASE	\$ 5.79
ANTINUCLEAR ANTIBODIES SCREEN	\$ 10.72
ASPARTATE AMINOTRANSFERASE -AST	\$ 3.06
AUTOMATED CBC	\$ 6.66
AUTOMATED CBC w/ DIFF	\$ 6.66
AUTOMTD RETICULOCYTE CNT	\$ 6.66
BASIC METABOLIC PANEL	\$ 5.74
BILIRUBIN DIRECT	\$ 3.06
BILIRUBIN TOTAL	\$ 3.06
B-Type NATURIURETIC PEPTIDE - BNP	\$ 46.44
BLOOD/URIC ACID	\$ 3.51
BODY FLUID PH	\$ 6.56
BODY FLUID CELL COUNT	\$ 12.00
C3	\$ 11.24
C4	\$ 11.24
CA 125	\$ 16.44
CA 153	\$ 18.84
CALCIUM	\$ 3.06
CALCIUM; IONIZED	\$ 6.56
CARBAMAZEPINE TOTAL	\$ 5.82
CARBON DIOXIDE - CO2	\$ 3.06
CARBON MONOXIDE	\$ 5.28
CCP ANTIBODY	\$ 12.32
CD3/CD4/CD8	\$ 99.90
CEA	\$ 24.92
CERULOPLASMIN	\$ 10.50
CHLORIDE	\$ 3.06
CHOLESTEROL	\$ 3.06
CK (CPK)	\$ 4.23
COMPREHEN METABOLIC PANEL	\$ 9.12
CORTISOL	\$ 10.50
C-REACTIVE PROTEIN	\$ 5.73
C-DIFFICILE TOXIN Rapid test	\$ 31.50
C-Difficile Toxin by PCR	\$ 122.50
CREATININE	\$ 3.51
CREATININE CLEARANCE TEST	\$ 5.72
CULTURE AEROBIC ID	\$ 17.26
CULTURE ANAEROBE ID	\$ 22.78
CULTURE BLOOD FOR BACTERIA	\$ 29.30
CULTURE CSF	\$ 22.78
CULTURE HERPES HSV	\$ 15.88

CP Lab Tests	Lab Fee
MRSA Culture	\$ 14.86
CULTURE FLUID	\$ 17.26
CULTURE FUNGI ID YEAST (FUNC)	\$ 16.68
CULTURE STOOL	\$ 14.86
CULTURE Tissue	\$ 17.26
CULTURE WOUND	\$ 17.26
CHLAMYDIA/GONORRHEA PCR (CT/NG)	\$ 26.34
DIGOXIN	\$ 5.96
DRUG ABUSE PANEL 6	\$ 15.78
ELECTROLYTE PANEL	\$ 5.22
ESTRADIOL	\$ 15.20
ETOH Ethyl Alcohol	\$ 5.82
FACTOR 2 PROTHROMBIN	\$ 82.32
FACTOR 5 LEIDEN	\$ 82.32
FECAL FAT	\$ 15.29
FERRITIN	\$ 5.44
FIBRINOGEN	\$ 6.78
FOLIC ACID - FOLATE	\$ 6.84
FREE THYROXINE (FT4)	\$ 6.54
FLURSV PCR	\$ 95.52
FLU Rapid	\$ 33.76
FSH	\$ 12.25
GENTAMICIN	\$ 5.96
GI - PCR Panel	\$ 295.00
GGT	\$ 3.87
GLUCOSE BLOOD QUANT	\$ 3.06
GLUCOSE OTHER FLUID	\$ 5.34
GLUCOSE TEST	\$ 3.06
GLYCOSYLATED HEMOGLOBIN (HBA1c)	\$ 7.44
SMEAR GRAM STAIN	\$ 4.66
HAPTOGLOBIN QUAN	\$ 11.22
HCG Urine Qualitative	\$ 7.52
HCG Serum Qualitative	\$ 7.52
HCG Serum Quant	\$ 5.56
HDL	\$ 3.87
HELICOBACTER PYLORI IgG	\$ 14.00
HEMATOCRIT	\$ 3.33
HEMAGLOBIN	\$ 3.33
HEPATIC FUNCTION PANEL	\$ 5.02
HEPATITIS A IgM	\$ 16.46
HEPATITIS A Total	\$ 10.58
HEPATITIS B SURFACE ABY	\$ 9.41
HEPATITIS B SURFACE AG EI	\$ 9.41
HEPATITIS B Core IGM	\$ 16.46
HEPATITIS B Core Total	\$ 10.58
HEPATITIS C AB TEST	\$ 16.46
HEPATITIS C RNA Viral Load	\$ 129.36
HEPARIN ASSAY-unfractionated	\$ 18.02
HEPARIN ASSAY-low molecular weight	\$ 18.02
HIV-1 DNA Viral Load	\$ 117.60

CP Lab Tests	Lab Fee
HIV 1/2/O 4th generation	\$ 22.40
HIV RAPID TEST	\$ 17.58
HPV by PCR	\$ 33.96
IgA	\$ 11.22
IgG	\$ 11.22
IgM	\$ 11.22
IMMUNIFIX E-PHORSIS/URINE/	\$ 62.00
IMMUNOFIX E-PHORESIS SERU	\$ 62.00
IRON	\$ 4.14
IRON BINDING TEST	\$ 4.14
LACTATE (LD) (LDH) ENZYME	\$ 3.24
LACTIC ACID	\$ 5.28
LH	\$ 12.25
LIPASE	\$ 3.99
LIPID PANEL	\$ 6.12
LITHIUM	\$ 5.82
MAGNESIUM	\$ 3.84
MICROALBUMIN	\$ 11.70
MICROSCOPIC EXAM OF URINE	\$ 11.76
Mycobacteria MTB by PCR	\$ 120.05
MYCOBACTERIA CULTURE & Smear	\$ 63.70
NASAL SMEAR FOR EOSINOPHI	\$ 11.76
OCCULT BLOOD	\$ 31.50
OSMOLALITY Serum	\$ 7.92
OSMOLALITY Urine	\$ 7.92
OVA AND PARASITES SMEARS	\$ 19.70
PARATHYROID HORMONE - PTH	\$ 17.81
PERTUSSIS PCR	\$ 84.22
PHENOBARBITOL	\$ 5.84
PHENYTOIN TOTAL	\$ 5.84
PHOSPHORUS	\$ 3.06
POTASSIUM	\$ 3.06
PREALBUMIN	\$ 11.22
PROLACTIN	\$ 12.25
PROCALCITONIN (PCT)	\$ 70.66
PROTEIN E-PHORESIS SERUM	\$ 20.00
PROTEIN E-PHORESIS/URINE/	\$ 20.00
PROTEIN OTHER	\$ 7.92
PROTEIN TOTAL SERUM	\$ 3.06
PROTHROMBIN TIME (PT)/INR	\$ 8.22
PSA TOTAL	\$ 15.40
RAPID STREP w/ culture	\$ 25.34
RESPIRATORY PCR Panel (Multiplex)	\$ 198.45
RBC SED RATE AUTOMATED	\$ 6.16
RHEUMATOID FACTOR QUANT	\$ 9.34
RUBELLA ANTIBODY	\$ 7.42
SALICYLATE	\$ 5.96
SEROLOGIC AGGLUTINATION	\$ 11.54
SODIUM	\$ 3.06
SYPHILLIS - Treponema	\$ 11.70

CP Lab Tests	Lab Fee
TESTOSTERONE	\$ 11.76
THROMBOPLASTIN TIME (PTT)	\$ 8.22
THYROID STIM HORMON - TSH	\$ 6.27
THEOPHYLLINE	\$ 5.82
TOTAL TESTOSTERONE	\$ 11.76
TRANSFERRIN	\$ 10.50
TRIGLYCERIDES	\$ 4.20
TRIIODOTHYRONINE (T3)	\$ 9.38
TROPONIN QUANT	\$ 7.82
UREA NITROGEN	\$ 3.06
URIC ACID	\$ 3.51
URINALYSIS AUTO W/ Reflex to Scope	\$ 8.22
URINALYSIS AUTO W/SCOPE	\$ 11.78
URINE ALBUMIN	\$ 3.06
URINE AMPHETAMINES	\$ 4.80
URINE AMYLASE	\$ 6.54
URINE BARBITUATES	\$ 6.54
URINE BENZODIAZEPINES	\$ 4.80
URINE CULTURE	\$ 13.47
URINE CALCIUM	\$ 3.81
URINE CHLORIDE	\$ 3.81
URINE COCAINE	\$ 4.80
URINE CREATININE	\$ 4.29
URINE ETOH	\$ 5.86
URINE GLUCOSE	\$ 3.81
URINE MICROALBUMIN	\$ 11.70
URINE OPIATES	\$ 4.80
URINE OSMOLALITY	\$ 7.92
URIEN PHENCYCLIDINE	\$ 5.94
URINE PHOSPHORUS	\$ 3.81
URINE POTASSIUM	\$ 3.81
URINE PROTEIN	\$ 7.92
URINE SODIUM	\$ 3.81
URINE THC	\$ 4.80
URINE/UREA-N	\$ 3.81
URINE URIC ACID	\$ 3.99
VANCOMYCIN	\$ 6.00
VALPROIC ACID	\$ 6.00
Vitamin D 25-OH	\$ 18.10
VITAMIN B-12	\$ 7.32

Transfusion Services Lab Tests	Lab Fee
Type & Screen	\$ 42.60
Prenatal Type & Screen	\$ 42.60
DAT	\$ 30.60
Antibody ID Screen	\$ 99.00
Antibody Titer	\$ 150.00

AP Lab Tests	Lab Fee
Slide & Block	\$ 9.03/block & slide
AFP	\$ 70.00
ALK	\$ 70.00
bcl-2	\$ 70.00
bcl-6	\$ 70.00
BerEp4 (Epithelial Specific Antigen)	\$ 70.00
b-HCG	\$ 70.00
BOB-1	\$ 70.00
Breast Cocktail	\$ 70.00
BRST-2	\$ 70.00
C4d (Cell Marque)	\$ 70.00
Calcitonin	\$ 70.00
Calponin	\$ 70.00
Calretinin	\$ 70.00
CD1a	\$ 70.00
CD3	\$ 70.00
CD4	\$ 70.00
CD5	\$ 70.00
CD7	\$ 70.00
CD8	\$ 70.00
CD10	\$ 70.00
CD15	\$ 70.00
CD19	\$ 70.00
CD20	\$ 70.00
CD21 Cell Marque	\$ 70.00
CD23	\$ 70.00
CD30	\$ 70.00
CD31	\$ 70.00
CD34	\$ 70.00
CD43	\$ 70.00
CD44 Cell Marque	\$ 70.00
CD45	\$ 70.00
CD56	\$ 70.00
CD57	\$ 70.00
CD61	\$ 70.00
CD68	\$ 70.00
CD79a	\$ 70.00
CD99	\$ 70.00
CD117	\$ 70.00
CD138	\$ 70.00
CDX2	\$ 70.00
CEA(m)	\$ 70.00
CEA(p)	\$ 70.00
Chromo	\$ 70.00
CK5/6 (Cell Marque)	\$ 70.00
CK7	\$ 70.00
CK8/18 (CAM 5.2)	\$ 70.00

AP Lab Tests	Lab Fee
CK19	\$ 70.00
CK20	\$ 70.00
CMV	\$ 70.00
Cyclin D1	\$ 70.00
D2-40 Biocare	\$ 70.00
Desmin	\$ 70.00
EBER	\$ 70.00
E-Cadherin	\$ 70.00
EGFr Dako	\$ 70.00
EMA	\$ 70.00
ER	\$ 70.00
Factor 13	\$ 70.00
Galectin 3	\$ 70.00
GFAP	\$ 70.00
Glypican 3 CellMarque	\$ 70.00
HepPar 1	\$ 70.00
Her2Neu	\$ 160.00
HHV8 CM	\$ 70.00
HMB45	\$ 70.00
HMW-cyto	\$ 70.00
H. pylori Biocare	\$ 70.00
HSV 1&2	\$ 70.00
IgA Cell Marque	\$ 70.00
Inhibin	\$ 70.00
Kappa	\$ 70.00
Kappa Probe	\$ 70.00
Lambda	\$ 70.00
Lambda Probe	\$ 70.00
Melan A	\$ 70.00
MIB-1	\$ 70.00
MLH1	\$ 70.00
MSA	\$ 70.00
MSH2	\$ 70.00
MSH6 Cell marque	\$ 70.00
MUC6 Cell Marque	\$ 70.00
MPO	\$ 70.00
Myogenin	\$ 70.00
Myosin Heavy Chain	\$ 70.00
Napsin A Cell Marque	\$ 70.00
Neurofilament	\$ 70.00
NSE	\$ 70.00
OCT2	\$ 70.00
OCT3/4	\$ 70.00
p16	\$ 70.00
p53	\$ 70.00
p57 CM	\$ 70.00
p63 Biocare	\$ 70.00
PAX-5	\$ 70.00

AP Lab Tests	Lab Fee
PAX-8 Cell Marque	\$ 70.00
Pan-cyto	\$ 70.00
PIN 4 Cocktail Biocare	\$ 70.00
PMS2 Cell Marque	\$ 70.00
PLAP	\$ 70.00
PR	\$ 70.00
PSA	\$ 70.00
PSAP	\$ 70.00
PSMA	\$ 70.00
RCC	\$ 70.00
S-100	\$ 70.00
SALL4 Biocare	\$ 70.00
SMA	\$ 70.00
SOX-2	\$ 70.00
SV40T Cell Marque	\$ 70.00
Synaptophysin	\$ 70.00
Tdt	\$ 70.00
Thyroglobulin	\$ 70.00
TTF-1	\$ 70.00
Tyrosinase	\$ 70.00
Uroplakin	\$ 70.00
Varicella Zoster	\$ 70.00
Vimentin	\$ 70.00
Von Willebrand Factor (Factor *)	\$ 70.00
WT-1	\$ 70.00

Reference Lab Testing*

* Reference Laboratory Test charges passed onto customer with a \$10.00 handling fee applied in addition.