

APPENDIX C

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

I. Career Service Authority (Office of Human Resources)

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

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

C. Monthly payment shall be made on a fixed per capita rate of \$40.95 (calculated on an annual cost of \$491 per employee, divided by twelve months) multiplied by the number of filled permanent full-time equivalent (FTE) employees of the Authority who are under the Career Service system calculated monthly on the first of each month as shown in the monthly position status report. On-call or intermittent employees are not included in the employee count. The Career Service Authority will generate a monthly bill and submit it to the Authority's Chief Financial Officer. This bill will be paid within thirty days of its receipt by the Chief Financial Officer.

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

E. Performance Standards.

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

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

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

4. When there is a position vacancy at the Authority, any CSA employee leased by the Authority may make application for promotion or transfer to the vacant position in compliance with the Authority's Principles and Practices regarding transfers or promotions and the Authority will

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

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

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

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

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

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

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

II. Manager of Finance

A. The Manager of Finance

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

perform separation audits.

2. The Manager of Finance may provide Payroll Services at a per capita rate of \$223.05 per employee (equal to a rate of \$8.58 per employee per pay period) per year or such other rate as may be agreed to by the Manager of Finance and the Authority. These services include the following functions for City Employees:

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

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

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

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

III. Department of Law

A. Collection Services. Discontinued.

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

1. Performance Standards. Payment for such services will be upon an hourly rate for salary and fringe benefits for Assistant City Attorney or paralegal work done. Paralegal work shall be paid at a rate of \$65.73 per hour and Assistant City Attorney work shall be paid at a rate of \$136.72. The city attorneys assigned to the proceeding shall treat the Authority as a client for all purposes within the meaning of the Colorado Rules of Professional Responsibility. The City Attorney's Office will be paid based upon monthly contemporaneous detailed time sheets which will be submitted to the Office of General Counsel at the Denver Health and Hospital Authority for approval. The time sheets provided shall specify only work performed for the Authority and shall

contain the date, attorney, case name, nature of work performed and the amount of time expended. The Authority has the right to request the removal of any attorney in any case whose services are unsatisfactory to the Authority. The attorney assigned to each Authority case shall provide client copies of all pleadings, motions, court orders, settlement letters and any other significant documents which explain progress of each case to the Office of General Counsel on a timely basis. The Authority will not be obligated to pay any settlements from its own funds to any city employee or any other third party without its prior consent to the terms of the settlement. No settlement shall be made in an Authority case without prior approval of the Authority via the Office of General Counsel. The Authority shall pay expenses incurred in providing these services; provided that, depositions, experts or expenses over five hundred dollars (\$500) must be approved by the Authority in advance.

2. Payment. The City Attorney's Office will tender to the Office of General Counsel at the Authority a monthly report on the status of Authority cases that are pending. This report shall be received by the 10th of each month based on the activity for the preceding month. The provision of this service will terminate when no City employees are being provided by the City to the Authority, no cases are pending which are filed by City employees, or the Authority no longer requests the provision of such services. The estimated amount of payment for these services in 2014 is \$150,000.

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

V. Office of Employee Assistance – **discontinued.**

VI. Medicaid Expeditors - discontinued

VII. Workers' Compensation.

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

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

C. For those claims that remain adjusted by CWCU:

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

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

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

D. The Authority agrees to reimburse the CWCUC for incurred expenses concerning any open workers' compensation claims with an occurrence date between January 1, 1997, and December 31, 2005. Incurred expenses means the dollars actually paid to others by the CWCUC 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 CWCUC 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 CWCUC 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 CWCUC 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 CWCUC 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 CWCUC, but no less than annually on or before December 1st of each year.

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

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

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

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

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

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

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

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

VIII. Technology Services

A. Technology Services shall provide programming, maintenance and repair services for the Authority's EMS radios and accessories, as requested by the Authority. All parts and equipment will be invoiced by Technology Services to the Authority at an amount equal to cost. The estimated amount of payment for this service in 2014 is \$34,500.

B. These services will be billed monthly.

IX. Denver Police Department

A. The Denver Police Department shall provide traffic accident reports to the Authority by facsimile copy within 72 hours of a request from the Authority for these reports. The Authority may submit its requests via facsimile or email to addresses or numbers designated by the Police

Department. The reports will be invoiced to the Authority at an amount equal to the Police Department's cost. The estimated amount of payment for this service in 2014 is 4,000.

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

X. Denver Sheriff Department.

A. The Denver Sheriff Department will provide prisoner security services in the CCMF on an as needed basis for prisoners of other facilities at a rate of \$209.00 per day reflecting actual costs of providing the service plus \$41,100.00 for providing key security services for other jurisdictions' prisoners. The total cost is estimated to be \$392,430 for Fiscal Year 2014. On request of Denver Health, the Denver Sheriff Department may provide security services for other jurisdictions' prisoners at or in transit to other treatment locations within Denver Health at a cost to the Authority of \$50 per hour.

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

C. The Authority shall provide the City Police Professional Liability insurance in the amount of One Million Dollars (\$1,000,000), which shall include any deductibles and costs of administration, either by paying the costs of a commercial insurance policy to be purchased by the City or by self insuring all such claims which shall include establishing a funded insurance reserve account in the amount of Two Hundred Fifty Thousand Dollars (\$250,000) to defend and pay claims that arise from the Sheriff Department providing security for prisoners of other jurisdictions who are receiving care at the Denver Health Correctional Care Medical Facility (CCMF) and as they move from CCMF to other Denver Health sites of service. The Sheriff Department will provide security within CCMF, and for moving prisoners from CCMF to a clinic within Denver Health Medical Center. The other jurisdiction's officers shall provide security for prisoners outside CCMF and for transportation of prisoners between CCMF and the prisoner's jurisdiction. In the event that other jurisdictions do not provide security for movement within Denver Health but outside of CCMF, then Denver Health may request that the Sheriff Department do so and pay the Sheriff Department as provided in subsection A. above.

XI. Vehicle Fueling and Maintenance Services.

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

B. Payment Mechanism.

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

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

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

XII. Denver 911-EMS Universal Call Taker

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

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

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

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

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

XIII. The Authority's MBE/WBE Program

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

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

1. Attend Authority goals committee. Provide information as to availability of MBE/WBE firms to the Authority staff who make the determinations and recommendations of suggested goals for the Authority's MBE/WBE program.
2. Determine if subcontractors are serving a commercially useful function. Determine if goals or good faith efforts are met based on a review of project invoices and other materials.

3. Receive letters of intent from apparent awarded bidders as determined by the Authority.
4. Receive notification of change orders and track MBE/WBE utilization.
5. Prepare annual reports for the Authority regarding MBE/WBE utilization.
6. Perform certification of MBE/WBE firms.
7. Provide training for Authority staff as requested by the Authority.
8. Upon the request of the Authority, DSBO shall investigate complaints related to the Authority's MBE/WBE program on behalf of the Authority.
9. Expedite certification review process on Authority-referred applicants that are being considered for an Authority contract, upon request by the Authority.

C. Payment Mechanism. For Fiscal Year 2014, the Denver Health and Hospital Authority will purchase from the City the DSBO services described in Paragraph B of this Article.

1. DSBO will receive the sum of Thirty Thousand Dollars (\$30,000.00) for the services described in section B of this Article for the calendar year 2014.

D. Performance Criteria.

1. Utilization reports will be prepared by DSBO. Copies of such reports shall be provided to the Authority within ten days of completion and shall describe progress in meeting the Authority's goals.
2. DSBO will provide the Authority with DSBO's determination of whether bidders have fully met project goals, or demonstrated a good faith effort to meet such goals. DSBO's determination shall be provided within five working days after receipt of the bid results from the Authority, unless complicating factors exist, in which case DSBO will notify the Authority of the expected time frame in that specific case.
3. DSBO shall utilize the City's MBE/WBE program standards as guidelines in making recommendations to the Authority. The Authority may make any final determinations regarding its MBE/WBE program pursuant to the Authority's policies and procedures.

XIV. General Provisions.

A. Miscellaneous Services

1. Occasionally during the year, the Authority may require and the City agrees to provide additional services or materials, not specified in this Agreement. The City will provide reasonable services to the Authority upon request.

2. Payment Mechanism. The Authority will reimburse the City for the services described in Paragraph 1 above based on the direct cost of the services provided.

3. Specific Time Frame for Performance. Miscellaneous additional services will be provided by the City in a timely manner after being notified of the Authority's request.

B. The respective City agency shall prepare an invoice or statement to be delivered to the Authority on the tenth business day of the month following the month for which invoicing is being made. The payment period is set forth in each section of this appendix, but if no payment period is noted, it will be quarterly. The Authority will make payments for each invoice to the City within thirty (30) days of the receipt of the invoice.

1. The City and the Authority agree that the annual estimated payment described in Section (I), Career Service Authority, for Fiscal Year 2014 shall be \$102,200.

2. The City and the Authority agree that the annual estimated payment described in Section (II), Manager of Finance, for Fiscal Year 2014 shall be \$46,400.

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 2014 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 2014 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 2014 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 2014 shall be 4,000.

7. The City and the Authority agree that the annual estimated payment described in Section (X), Denver Sheriff Department, for Fiscal Year 2014 shall be \$392,430.

8. The City and the Authority agree that the annual estimated payment described in Section (XI), Vehicle Fueling and Maintenance Services, for Fiscal Year 2014 shall be \$572,400.

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 2014 shall be \$217,900.

10. The City and the Authority agree that the annual estimated payment described in Section (XIII), Denver Small Business Opportunity (DSBO) for Fiscal Year 2014 shall be 30,000.

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

D. When an invoice is filled out incorrectly, when there is any error, other defect or impropriety in an invoice submitted, or when the Authority believes that it has grounds to deny payment, including but not limited to the facts that: (i) materials or services were not received by the department or agency scheduled to receive them; or (ii) materials do not appear to comply with specifications; or (iii) services do not appear to be satisfactory; or (iv) the prices on the invoice do not appear to be reasonable or just; or (v) the prices on the invoice do not appear to be in accordance with the order or bid, the responsible official shall notify the City in writing or by documented phone call or facsimile transmission within ten (10) days after receipt of the invoice of goods and services. This notice tolls the payment requirement and payment period until a corrected invoice or acceptable materials or services are received. The payment period, less the previously elapsed days, shall commence again upon receipt of such correction.

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