

**FISCAL YEAR 2019 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 2019 Agreements**

- 1) ENVHL-201313523-01; South West Clinic funding; expires 12/31/2044
- 2) ENVHL-201842932-00; Local Planning and Support subaward; expires 6/30/2019
- 3) ENVHL-201843138-00; Public Health Emergency Preparedness subaward; expires 6/30/19
- 4) ENVHL-201843197-00; SUN Co-Responder subaward; expires 6/30/19
- 5) ENVHL-201843491-00; Ryan White HIV/AIDS subaward; expires 2/28/19
- 6) FINAN-201524424-00; Office of Medical Examiner Lease; expires 12/31/2025
- 7) FINAN-201524311-00; 911 Communication Center Lease; expires 12/31/2025
- 8) MOEAI-2018201843161-00; Mental Health Consultation Head Start; expires 3/31/19
- 9) MOEAI-201843453-00; Tony Grampas Head Start subaward; expires 6/30/19
- 10) OEDEV-GE7A087-00; Park Hill Loan Agreement; expires 7/1/2025
- 11) PWADM-201841938-00; Funding Agreement – GO Bonds; expires on completion of project

### **Discontinued Services**

#### **Appendix B**

- Best Babies Initiative
- Child Welfare
- Head Start
- 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

	2013-2014 FY	2014-2015 FY	2015-2016 FY	2016-2017 FY		
	2014	2015	2016	2017	2018	2019
	Actual	Actual	Actual	Actual	Formula	Formula
Total Gross Charges to Patients in the "Population"	\$ 532,392,477	\$ 436,923,652	\$ 430,103,414	\$ 453,658,099	\$ 467,267,842	\$ 481,285,878
Patient Pay Collections & Third Party Payments	\$ (81,225,996)	\$ (81,188,996)	\$ (73,716,510)	\$ (64,570,549)	\$ (66,507,665)	\$ (68,502,895)
Subtotal	\$ 451,166,481.40	\$ 355,734,655.81	\$ 356,386,903.81	\$ 389,087,550.66	\$ 400,760,177.18	\$ 412,782,982.50
Cost to Charge Ratio	34.00%	34.52%	38.06%	38.06%	38.06%	38.06%
Total Cost related to Patients in the "Population"	\$ 153,396,604	\$ 122,799,603	\$ 135,623,036	\$ 148,067,267	\$ 152,509,285	\$ 157,084,564
Calculation of Reimbursement for Services:						
Medicaid Disproportionate Share/State Provider Fee	(45,726,773)	(37,986,044)	(24,121,088)	(38,483,027)	(39,637,518)	(40,826,644)
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	(5,106,497)	(5,050,794)	(5,037,036)	(4,441,695)	(5,000,000)	(5,150,000)
Subtotal	97,778,247	74,977,678	101,679,825	100,357,458	103,086,680	106,322,833
Discount for Services	(67,000,947)	(44,200,378)	(70,902,525)	(69,580,158)	(72,309,380)	(75,545,533)
Total Amount Due for Services to the "Population"	30,777,300	30,777,300	30,777,300	30,777,300	30,777,300	30,777,300
Percent Discount	68.52%	58.95%	69.73%	69.33%	70.14%	71.05%

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).

<b>Number</b>	<b>Contract Criterion</b>	<b>GOAL</b>
1.5I	<b>Childhood Immunization Rate</b>	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	<b>Percent Women Entering Prenatal Care</b>	
	1 <sup>st</sup> Trimester	At least 70% of women will begin prenatal care within the 1 <sup>st</sup> Trimester.
1.5L	<b>Patient Satisfaction</b>	
	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	<b>Breast Cancer Screening</b>	65% of active female patients age 51 to 74 years will have a mammogram in the past 2 years.
1.5N	<b>Cervical Cancer Screening</b>	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	<b>Adolescent Vaccinations</b>	
	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	<b>Diabetes Monitoring</b>	A “Diabetic patient” for the diabetes measures is defined as a patient who has had at least 2 visits to a primary care clinic in the last year and at least one diagnosis code for diabetes in the last 18 months.
	Diabetes- per cent of diabetics	70% of Diabetic patients will have an HbA1c < 9.

	with HbA1c < 9	
	Cardiovascular Disease Prevention	75% of Diabetic patients will be treated with statin medication.
1.5Q	<b>Hypertension Control</b>	70% of patients identified with hypertension will have their blood pressure under control as defined by current standards.
1.5R	<b>Cigarette Smoking Interventions</b>	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	<b>Flu Vaccinations</b>	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	<b>Survival with Trauma</b>	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%.
	<b>Joint Commission Quality Measures</b>	
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.
	<b>Hospital-Acquired Infection Rates</b>	
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	Recommendation
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				
	<b>TOTAL AMBULATORY ENCOUNTERS</b>				

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 the mutually agreed-upon QA/QI Structure 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;

3. Medical Dispatch Steering Committee; and,

4. Clinical Performance Direction 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:

- a. Medical Director: 60% Authority/40% City
- b. Assistant Director of Clinical Performance: 30% Authority/70% City
- c. Communications Center Lieutenant: 80% Authority/20% City
- d. 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% of one Communications Lieutenant plus benefits, and payment for 70% 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: 2019 EMS Service Fee Estimates and Structure**

Service	Payment Type	City Payor	Amount	Invoice Detail Required
Assistant Director of Clinical Performance	Flat	Department of Safety	\$82,438	Annual Salary Certification
40% of Medical Director Salary + Benefits	Flat	Department of Safety	\$161,855	Annual Salary Certification
EMS Dispatch Supervision (20% of Lieutenant)	Flat	Department of Safety	\$16,045	Annual Salary Certification
70% of EMS Dispatcher	Flat	Department of Safety	\$43,918	Annual Salary Certification
EMT-B Continuing Education Training + Medical Oversight	Flat	Denver Fire Department	\$607,771	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	\$1,114,582 payable in monthly increments of \$92,881.83	The month of service and purpose of the invoice
Emergency Services Patrol	Flat	Department of Safety	\$642,103	Utilization metrics

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. Invoices will be itemized with the ESP Accounting Unit (“AU”) separate.

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 EMRS Advisory Committee 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, as set forth in Table 1, below. All components of the system must work as a team to meet the Total response time goal for emergency (lights and sirens) response times of 90% of the time from call answered to BLS unit arrival of 6 minutes 30 seconds and 10 minutes 30 seconds from call answered to ALS unit arrival. 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**

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

d. The City and the Authority agree that the official timekeeper for determining response times is the City’s computer aided dispatch (CAD) system. 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.

e. Responsibility of the EMRS Data Analyst:

(i) 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 EMRS Analyst will analyze the stored data to provide useful EMS system performance information excluding data that has been identified in Paragraphs B and C below. For response time reporting, the metric analyzed will be the time elapsed from the first unit assigned and the time the first unit arrives on scene for emergent responses.

(ii) Inaccurate data – The EMRS Data Analyst will analyze performance data to identify data that are likely to be inaccurately recorded 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 calls with negative or zero response times
- Eliminating all durations in excess of 30 minutes for most data elements
- Eliminating all durations in excess of 60 minutes from answer to arrival.

(iii) Reporting Exclusions – When the EMRS Data Analyst applies certain mutually agreed-upon exclusions to performance data, such exclusions shall, to the extent possible, be applied to all components of the EMRS included in the analysis and the exclusions clearly identified so audiences of the analysis understand and are aware of the application of exclusions. Data analysis reporting and documentation of the EMRS, including but not limited to reportable exclusions, shall be identified in the mutually agreed-upon EMRS Advisory Committee Memorandum of Understanding.

1. 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.

2. 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.

3. 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.

4. 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.

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

6. 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.

(iv) 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 and the Assistant Director of Clinical Performance as requested, as part of the system's medical quality assurance. The Assistant Director of Clinical Performance and EMRS Analyst will be responsible for regular reporting of system QA/QI and clinical performance data.

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

1. Median elapsed target of 5 minutes 45 seconds or fewer from paramedics' arrival time to initial recording of 12 lead ECG for suspected cardiac chest pain.

2. Median elapsed target of 5 minutes or fewer from qualifying 12 lead ECG to hospital notification for patients meeting STEMI (cardiac alert) criteria. (targets to be added)

3. Median elapsed transport ambulance scene time of 6 minutes or fewer from time of arrival to departure for blunt trauma patient meeting emergency transport criteria Exclusions to this are extrication delays, patient access/staging, multiple patient incidents.

4. Median elapsed transport ambulance scene time of 9 minutes or fewer from time of arrival to departure for penetrating trauma patient meeting emergency transport criteria Exclusions to this are extrication delays, patient access/staging, multiple patient incidents.

Out-of-hospital cardiac arrest survival rate reported under the Utstein Criteria definition for long-term performance purposes and with appropriate identification of comparison date ranges and lags in comparison reporting.

5. The Authority shall be responsible for meeting its time and clinical performance criteria. The Authority can meet its response time performance criteria by meeting the 9 minute ALS Response time of 90% from unit assigned to unit arrived.

(vi) In support of the Denver Community Addictions Rehabilitation and Evaluation Services (CARES), the Emergency Services Patrol (ESP) will transport individuals experiencing substance misuse 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.

(vii) An ESP average response time of 30 minutes or fewer 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 2019 based on available resources.

### Emergency Services Patrol:

- Average response time
- Total calls for service
- Number of clients picked up per shift
- Number of shifts worked per month

(viii) Reporting – Performance reports will be analyzed continuously by the EMRS Analyst who will report to the members of the EMRS Advisory Committee at least bi-monthly regarding system performance. 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.

1. 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.

2. 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 as an overall EMRS metric.

3. Exclusions – The count of excluded calls, by type, will be reported, 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 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. Adequate space needs to be defined: sq. ft., power, electric. Ex: For concourse/satellite offices, a minimum of 300sqft with restrooms (or close proximity), defined workspace and down room including appropriate power, data, phone, cable and storage space for medical and personal equipment. Work area to include building work stations large enough for computer, printer, monitor, storage of basic office supplies. Shelves for storage, handwashing sink, space for small refrigerator and microwave oven. Space should also include enough room for ability for medic to render care to a patient with ability for privacy, room for hospital bed and curtain for privacy. Emergency vehicle parking space must be in close proximity to the concourse/satellite office to reduce response time. Parking for the vehicle should be indoor when operationally feasible to protect against severe weather and temperature change. Outdoor dedicated parking should be equipped with shore line to provide power to vehicle while parked to ensure operational readiness by maintaining battery charge, and providing power to heater. For Segway/golf carts within the concourse, parking space needs to be considered in close proximity to the office space with access to power for charging vehicles. Consideration for additional space will be reviewed upon submission of business case documentation outlining increase of demand for EMS services requiring an increase in paramedic staffing at DEN.

(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 2019 will be based on actual costs incurred by the Authority. The estimated amount is expected not to exceed \$3,238,284. The calculation and budget amounts are shown on the Table for DEN expenses included in this Appendix.

b. Equipment and Supply Purchases

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

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

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

c. The Authority shall invoice DEN for the Authority's expenses for providing the services described in this Appendix in accordance with the budget approved by DEN's Executive Vice President of Operations. The invoice should be delivered to DEN's designated point of contact on the tenth (10<sup>th</sup>) 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.

<b>Denver Health and Hospital Authority: DIA EMS Services</b>						
<b>Year 2019 Budget Final</b>						
Cost Center	Personnel	Supplies & Services	Capital	TOTAL	REVENUE	PAYMENT
DIA EMS Services	2,875,776	492,569		3,368,345	130,061	3,238,284
<b>TOTAL DIA EMS Services</b>	<b>2,875,776</b>	<b>492,569</b>	<b>-</b>	<b>3,368,345</b>	<b>130,061</b>	<b>3,238,284</b>

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 \$92,881.83 a month (\$1,114,582 for 2019) 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)

c. Assistant Director of Clinical Performance (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 Public Health & Environment (“DDPHE”) provides the rule-making, enforcement of laws and adjudicatory or quasi-adjudicatory functions. As indicated in the City Charter, DDPHE 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.” DDPHE, 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 DDPHE 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 Clinic
- Immunization and Travel Clinic
- STD and Family Planning Clinic
- TB Clinic
- Vital Records
- Public Health Epidemiology and Disease Investigation, Preparedness and Response
- Public Health Administration

Additionally, the City contracts for services and funds portions of programs at DPH that are complimentary to other public health services provided. These are not core services and include:

- Public Health Infrastructure
- Medical Officer
- Public Health Informatics

DDPHE provides the following functions:

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

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

A description of the scope of services follows:

(i) ID Clinic. The ID 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.

(ii) 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.

(iii) 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.

(iv) 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.

(v) 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.

(vi) Epidemiology and Disease Investigation, Preparedness and Response. Epidemiology and Disease Investigation, Preparedness and Response 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 cases and investigates outbreaks, working in partnership with DDPHE’s Public Health Inspections division. To protect the public health of the City, DDPHE delegates to DPH the responsibility to collect case information, conduct medical epidemiological investigations and to coordinate with DDPHE in the control and prevention of potential human exposures to communicable, chronic disease, and injuries, 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. DDPHE and DPH will collaborate closely on these investigations and actions. DPH will communicate immediately to the Executive Director of DDPHE or designee any findings and medical recommendations in a timely fashion from these investigations.

DDPHE 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, notification of DDPHE (if notified first), and required reporting and documentation to CDPHE. DDPHE and DPH staff will comprise an Outbreak Investigation Team, and both departments shall adhere to communications protocols established by DDPHE in accordance to Colorado Department of Public Health and Environment directives, including, but not limited to the sole authority of DDPHE to make the determination regarding school and other establishment closures to stakeholders and any other related public health enforcement actions. DPH and DDPHE will collaborate to identify and address areas of process improvement in inter-agency communication and outbreak investigation and control. DDPHE and DPH agree to adhere to protocols and processes established jointly through mutual process improvement efforts.

Both departments will work to obtain and/or improve tools that support communicable disease, chronic disease, and injury surveillance to assess and plan programmatic work related to high impact diseases, conditions, or behaviors. This includes working with community partners to voluntarily share data for epidemiologic analysis and population health assessments. Surveillance information will be made available for use in the CHA, CHIP, and other health planning efforts by DDPHE and other stakeholders.

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

(vii) Public Health Administration. Administrative support for core public health activities as defined in the Operating Agreement, including leadership, finance, and contract staff.

(viii) Public Health Infrastructure.

Public Health Infrastructure consists of the following areas:

Accreditation: DDPHE and DPH successfully pursued Public Health Accreditation Board (PHAB) Accreditation. DDPHE will appoint the PHAB Accreditation Coordinator. DPH will support DDPHE in maintaining accreditation and pursuing re-accreditation, and will appoint an

accreditation lead to support the DDPHE Accreditation Coordinator. Both departments will commit resources to maintaining PHAB Accreditation, and pursuing PHAB re-Accreditation.

Communications: DDPHE 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.

(ix) Medical Officer

Pursuant to CRS 25-1-508(5)(c)(I), the Authority will provide a physician to act as the Medical Officer for the City. The Medical Officer is responsible to the City's Executive Director of DDPHE or designee for the following duties and responsibilities:

1. Medical and technical advice, including but not limited to, providing medical advice to public health nurses, environmental health specialists, and the local Board of Health regarding immunizations, exposure to blood borne pathogens, communicable disease, control of outbreaks, maternal child health issues, and environmental health issues;
2. Generating and signing medical protocols and be available in a public health emergency; and
3. Education and training, as needed, to the local Board of Health;
4. Participation in the community health assessment process and provide medical and public health expertise; and
5. Additional designated medical officer duties as outlined by the State and requested by the City's Executive Director of DDPHE.

At the request of the Executive Director of DDPHE, the Medical Officer may represent DDPHE at local, regional or national public health forums and is authorized to liaise with the State on behalf of the LPHA with prior consultation and approval by the Executive Director of DDPHE. Given the dual nature of the role of the Executive Director of Denver Public Health as an employee of DHHA, which has its own public health programs and approaches, and the contracted Medical Officer for DDPHE, the Medical Officer should clarify which role they are publicly representing when appropriate. 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.

(x) 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 accessed, managed and/or 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).

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 DDPHE 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, DDPHE 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. DDPHE will have final approval for the work product deliverables for which it is responsible by State statute, City Charter, the Operating Agreement, or any other applicable federal, state or local laws. To ensure alignment with City policy priorities and timing of City initiatives, DPH should obtain prior approval from the Executive Director of DDPHE or their designee for all new partnerships or policy initiatives that involve City agencies or City ordinances. For initiatives not related to the Operating Agreement, DPH may initiate partnerships and policy initiatives when clearly and solely representing DHHA position on such issues.

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, DDPHE is charged with executing a Community Health Assessment (CHA) and Community Health Improvement Plan (CHIP). DDPHE and DPH have formed a collaborative group composed of DDPHE and DPH staff, *Be Healthy Denver*, to carry out the CHA and CHIP. DPH will work with DDPHE 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 DDPHE 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, DDPHE and DPH agree to collaborate on grant applications when appropriate. As the statutorily defined Local Public Health Agency (LPHA), DDPHE will work mutually with DPH to use an application process for grants with restricted eligibility to identify and delegate or subcontract those functions that are within DPH’s area of expertise, relevant experience and functional capability.

f. Dispute Resolution: DDPHE has final decision-making authority over all things for which it is responsible by State statute, City Charter, the Operating Agreement, or any other applicable federal, state or local laws. In the event of a dispute, the parties agree to follow the dispute resolution protocol defined in the Roles and Responsibilities document.

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 (IDS, 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 is partially off-set by a portion of the Local Planning and Support contract. 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.

<b>Year 2019</b>	<b>Projected Revenue</b>
50% Per Capita from DDPHE	462,024
Vital Records	950,000
ID/AIDS Clinic	2,000,000
Tuberculosis Clinic	40,000
STD Clinic	150,000
Immunization Clinic	750,000
<b>TOTAL PUBLIC HEALTH</b>	<b>\$4,352,024</b>

d. The estimated amount of City payment for Public Health operational programs (Public Health Epidemiology and Disease Investigation, Preparedness and Response, Informatics, and Infrastructure) 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 Public Health & Environment shall be included in the estimate.

<b>Denver Health and Hospital Authority: Public Health</b>			
<b>Year 2019 Budget Final</b>			
<b>Cost Center</b>	<b>Personnel</b>	<b>Supplies &amp; Services</b>	<b>TOTAL</b>
Public Health Infrastructure and Administration	1,191,829	183,945	1,375,774
Public Health Epidemiology, Preparedness & Informatics (EPI)	787,436	44,627	832,063
<b>TOTAL PUBLIC HEALTH</b>	<b>1,979,265</b>	<b>228,572</b>	<b>2,207,837</b>

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. DDPHE will provide guidance on required documentation for invoices. The Authority agrees to retain all receipts for non-personnel expenditures, and provide them to the City if requested. The

Authority will provide supporting documentation for all non-personnel expenditures over \$1,000, and supporting documentation for all travel, training, dues and memberships, and professional services expenditures.

f. This payment is characterized as an actual cost. The City and the Authority agree that the annual maximum payment for Fiscal Year 2019 shall be \$2,207,837.

g. DDPHE and DPH will split the State of Colorado Local Planning and Support 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 DDPHE and DPH include the following:

(i) A public health nurse within DPH to assist the Division of Public Health Inspections within DDPHE 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.

(ii) An Epidemiologist within DPH to provide analytic services that is responsive to multiple data inquiries. DDPHE 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 DDPHE. The City and the Authority will collaborate on the job duties to be performed by the position, as well as the annual performance evaluation.

(iii) Director of Epidemiology, Preparedness 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, Preparedness, and Informatics programs and staff within DPH and will respond to specific requests as defined by DPH, DDPHE, as well as City Council and the Mayor's office.

(iv) RN – Epidemiology and Disease Investigation, Preparedness and Response within DPH to work collaboratively with DDPHE 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 2019

Program	Objectives	Metrics/Milestones to be reported	Frequency of reporting
<i>ID Clinic</i> HIV	Provide treatment for persons with HIV disease in Denver	<ul style="list-style-type: none"> <li>Average time to third next appointment for the six primary care providers in ID clinic (goal ≤ 14 days)</li> <li>Percent of ID Clinic patients with a viral load &lt; 200 copies (goal =90%)</li> </ul>	<ul style="list-style-type: none"> <li>Quarterly</li> </ul>
	Access to pre-exposure prophylaxis for HIV	<ul style="list-style-type: none"> <li>Number of persons started on Pre-Exposure Prophylaxis (PrEP) (annual goal – 100)</li> </ul>	<ul style="list-style-type: none"> <li>Quarterly</li> </ul>
	Work with stakeholders across the City and County on AIDS elimination	<ul style="list-style-type: none"> <li>90% of those with HIV have been diagnosed</li> <li>90% of those diagnosed are in HIV care</li> <li>90% of those in care have an undetectable viral load</li> </ul>	<ul style="list-style-type: none"> <li>Semi-annual</li> </ul>
	Provide evaluation and treatment of Hepatitis C for persons in Denver	<ul style="list-style-type: none"> <li>Number of persons who complete treatment for Hepatitis C in the ID Clinic (annual goal = 100)</li> </ul>	<ul style="list-style-type: none"> <li>Quarterly</li> </ul>
<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"> <li>Number of vaccines provided in the Immunization Clinic</li> <li>Number of vaccines provided in community settings (schools, Shots for Tots, and other community venues)</li> </ul>	<ul style="list-style-type: none"> <li>Monthly</li> </ul>
	Provide travel-related evaluation and immunizations	<ul style="list-style-type: none"> <li>Number of travel consults</li> </ul>	<ul style="list-style-type: none"> <li>Monthly</li> </ul>
	Provide technical assistance to child daycare centers on improving vaccine coverage	<ul style="list-style-type: none"> <li>Number of site visits to child daycare centers</li> <li>Number of trainings</li> </ul>	<ul style="list-style-type: none"> <li>Quarterly</li> </ul>
	Assess risks for vaccine-preventable infections in Denver	<ul style="list-style-type: none"> <li>Review of opportunities to decrease vaccine-preventable infections in Denver</li> </ul>	<ul style="list-style-type: none"> <li>Annual</li> </ul>
<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"> <li>Care for possible sexually-transmitted diseases in the STD Clinic (annual goal – 12,500 visits)</li> <li>Reproductive health services in the STD Clinic (annual goal – 5000 visits)</li> <li>STD screening in community settings (annual goal – 3000 visits)</li> </ul>	<ul style="list-style-type: none"> <li>Monthly</li> </ul>

<b>Program</b>	<b>Objectives</b>	<b>Metrics/Milestones to be reported</b>	<b>Frequency of reporting</b>
		<ul style="list-style-type: none"> <li>Percent of patients with gonorrhea or chlamydia treated within 7 days of diagnosis (annual goal – 80%)</li> </ul>	
	Provide HIV testing in clinical and community settings	<ul style="list-style-type: none"> <li>Testing in the STD Clinic (annual goal = 6,000)</li> <li>Community testing in high-risk venues (annual goal = 1,200)</li> </ul>	<ul style="list-style-type: none"> <li>Monthly</li> </ul>
	Access to post-exposure prophylaxis for HIV	<ul style="list-style-type: none"> <li>Number of persons who receive non-occupational post exposure prophylaxis (annual goal = 40)</li> </ul>	<ul style="list-style-type: none"> <li>Quarterly</li> </ul>
	Access to pre-exposure prophylaxis	<ul style="list-style-type: none"> <li>Number of persons started on PrEP in STD clinic (annual goal = 300)</li> </ul>	<ul style="list-style-type: none"> <li>Quarterly</li> </ul>
	Monitor gonorrhea antimicrobial resistance	<ul style="list-style-type: none"> <li>Perform culture and antimicrobial resistance testing on 360 gonorrhea isolates annually</li> </ul>	<ul style="list-style-type: none"> <li>Annual</li> </ul>
Hepatitis C	Provide testing for Hepatitis C among persons at increased risk in the STD Clinic	<ul style="list-style-type: none"> <li>Number of persons tested for Hepatitis C (annual goal – 2,000 tests)</li> </ul>	<ul style="list-style-type: none"> <li>Quarterly</li> </ul>
<b>TB Clinic</b>			
	Provide tuberculosis (TB) testing, prevention, and treatment in Denver	<ul style="list-style-type: none"> <li>Number of clinic visits</li> </ul>	<ul style="list-style-type: none"> <li>Monthly</li> </ul>
	Prevent TB in Denver	<ul style="list-style-type: none"> <li>Number of new TB cases</li> <li>Completion of treatment within 12 months (goal <math>\geq</math> 95%)</li> </ul>	<ul style="list-style-type: none"> <li>Annual</li> </ul>
	Provide evaluation and treatment of persons with latent TB in Denver	<ul style="list-style-type: none"> <li>Number of homeless persons tested for latent TB</li> <li>Completion of treatment of latent TB among close contacts to active cases of smear-positive pulmonary TB (goal - &gt; 80%)</li> </ul>	<ul style="list-style-type: none"> <li>Annual</li> </ul>
	Work with primary care settings in Denver caring for persons with increased risk for TB	<ul style="list-style-type: none"> <li>Screen and treat latent TB among high-risk persons (goal – 2 additional clinics)</li> </ul>	<ul style="list-style-type: none"> <li>Annual</li> </ul>
<b>Vital Records</b>			
	Convenient access to birth and death certificates for Denver residents and visitors	<ul style="list-style-type: none"> <li>Birth and death certificates issued</li> <li>Certified copies issued</li> </ul>	<ul style="list-style-type: none"> <li>Monthly</li> </ul>
<b>Epidemiology and Disease Investigation, Preparedness and Response</b>			
	Produce and contribute to health assessment reports annually (e.g., population or targeted health assessment, health impact assessments)	<ul style="list-style-type: none"> <li>Number of assessment reports produced in calendar year</li> </ul>	<ul style="list-style-type: none"> <li>Annual</li> </ul>
	Develop and maintain efficient outbreak response data tools that integrate clinical data,	<ul style="list-style-type: none"> <li>Percent of CEDRS outbreaks involving Denver residents that are linked to Events in data Entry Tool.</li> </ul>	<ul style="list-style-type: none"> <li>Annual</li> </ul>

<b>Program</b>	<b>Objectives</b>	<b>Metrics/Milestones to be reported</b>	<b>Frequency of reporting</b>
	disease reports, and outbreak-related data collection		
	Respond to data or analytic requests from DDPHE	<ul style="list-style-type: none"> <li>Percentage of DDPHE request resolved within 60 days</li> </ul>	<ul style="list-style-type: none"> <li>Quarterly</li> </ul>
	Curate monitored data to annually produce information that tracks progress on community health improvement plan.	<ul style="list-style-type: none"> <li>Data for the CHIP annual report</li> </ul>	<ul style="list-style-type: none"> <li>Annual</li> </ul>
	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"> <li>Number and description of required case interviews and a general report on the outcome of investigation (Quarterly)</li> <li>Percentage of FoodNet case reports entered in CEDRS within 5 business days after each interview or chart review completion (Monthly)</li> <li>Number of animal bite reports requiring follow-up of victims, number requiring post-exposure rabies prophylaxis (Monthly)</li> </ul>	<ul style="list-style-type: none"> <li>See specific metrics</li> </ul>
	Develop and provide high quality monitoring and outbreak data to stakeholders	<ul style="list-style-type: none"> <li>Develop metrics and reporting schedules by 6/30/2019</li> </ul>	<ul style="list-style-type: none"> <li>N/A</li> </ul>
	Provide staffing and services as detailed in the PHEP grant sub-contract.	<ul style="list-style-type: none"> <li>Refer to separate contract</li> </ul>	<ul style="list-style-type: none"> <li>Refer to separate contract</li> </ul>
	Provide staffing as public health technical specialists and ICS positions in the Joint Public Health and Environment Department Operations Center (DOC).	<ul style="list-style-type: none"> <li>Number of exercises/trainings conducted per calendar year.</li> <li>Number of actual DOC activations responded to per calendar year.</li> </ul>	<ul style="list-style-type: none"> <li>Annual</li> </ul>
	Ensure DPH participation in ICS training and exercises/drills	<ul style="list-style-type: none"> <li>Percentage of DPH personnel with emergency preparedness functions with complete ICS training profile at end of calendar year.</li> <li>Number of staff that actively participate in exercises/drills per calendar year</li> </ul>	<ul style="list-style-type: none"> <li>Annual</li> </ul>
	Serve as the coordinator for development and distribution of Denver Health Alert Notifications (DHANs)	<ul style="list-style-type: none"> <li>Number of DHANs distributed per calendar year</li> </ul>	<ul style="list-style-type: none"> <li>Annual</li> </ul>
	Serve as the manager of special projects-Epidemiology Surveillance and Reporting Tool (ESRT), National Syndromic Surveillance Program (NSSP)	<ul style="list-style-type: none"> <li>Number of trainings for NSSP database provided to DPH and other LPHA disease investigation staff and response partners per calendar year</li> </ul>	<ul style="list-style-type: none"> <li>Annual</li> </ul>

<b>Program</b>	<b>Objectives</b>	<b>Metrics/Milestones to be reported</b>	<b>Frequency of reporting</b>
<b>Public Health Infrastructure</b>	Serve as Medical Officer for DDPHEDDPHE	<ul style="list-style-type: none"> <li>24/7 availability of the Medical Officer or designate (a physician with public health expertise)</li> </ul>	<ul style="list-style-type: none"> <li>Annual</li> </ul>
	Support maintenance of public health accreditation and pursuit of reaccreditation	<ul style="list-style-type: none"> <li>Update/create documents for prioritized domains</li> <li>Implement improvements based on PHAB feedback from the annual report.</li> <li>Completion of the annual report (goal – March 31, 2019)</li> </ul>	<ul style="list-style-type: none"> <li>Annual</li> </ul>
	DDPHE Joint action planning	<ul style="list-style-type: none"> <li>Completion of annual joint planning activities</li> <li>Development of a joint performance management system</li> <li>Completion of a roadmap to conduct joint strategic planning</li> <li>Conduct regular Operations Committee meetings</li> <li>Identify two program priority areas to enhance coordination of efforts</li> <li>Draft action plans for the two program priority areas</li> </ul>	<ul style="list-style-type: none"> <li>Annual</li> </ul>
	Distribute joint communications that share health data and information about the City and County of Denver	<ul style="list-style-type: none"> <li>Number of Vital Signs issues published</li> <li>Number of joint reports published</li> </ul>	<ul style="list-style-type: none"> <li>Annual</li> </ul>
<b>Public Health Informatics</b>	Provide Geographic Information Systems (GIS) expertise to produce maps and geospatial analysis at the request of the City.	<ul style="list-style-type: none"> <li>Number of GIS maps for Public Health issues</li> </ul>	<ul style="list-style-type: none"> <li>Quarterly</li> </ul>
	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"> <li>Number of data analytic products performed</li> </ul>	<ul style="list-style-type: none"> <li>Annual</li> </ul>

c. DDPHE and DPH collaborate to produce the deliverables associated with the CHIP and CHA. *Be Healthy Denver* activities include completion and dissemination of the 2019-2023 CHIP, and preparation for the 2020 Community Health Assessment. All work products shall be approved by the department directors. Final approval of all CHIP and CHA work product rests with DDPHE per Section 1.1(b), above.

d. DPH will in collaboration with DDPHE create an environment that is responsive to information requests of the City’s residents, visitors, and City leaders. The informatics and epidemiology groups will respond to data requests submitted by DDPHE staff using the cross-agency data request protocol 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 DDPHE.

(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 Public Health and Environment ("DDPHE"). 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 2019 to be staffed at an average daily census of 80. Approximately 530 person's experiencing substance misuse per week are evaluated 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, the City 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.

b. The scope of services to be provided by the Authority includes provision of evaluation, detoxification, transportation, and treatment services to any person experiencing substance misuse 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 information and supporting documentation: invoice number and date, due date, contract activity (i.e., average daily census and utilization metrics), 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. DDPHE will provide guidance on required documentation for invoices. The Authority agrees to retain all receipts for non-personnel expenditures, and provide them to the City if requested. The Authority will provide supporting documentation for all non-personnel expenditures over \$1,000, and supporting documentation for all travel, training, dues and memberships, and professional services expenditures.

b. This payment is characterized an actual cost. The City and the Authority agree that the annual maximum payment Fiscal Year 2019 shall be \$2,484,849 and the calculation is shown below.

**Denver Health and Hospital  
Authority: Denver C.A.R.E.S.  
Year 2019 Budget Final**

Cost Center	Personnel	Supplies & Services	Capital	TOTAL	REVENUE	PAYMENT
C.A.R.E.S. Detox	2,997,820	719,290		3,717,110	3,305,039	2,484,849
C.A.R.E.S Federal Signal	665,063			665,063		
C.A.R.E.S Providers	1,407,715			1,407,715		
<b>TOTAL C.A.R.E.S.</b>	<b>5,070,598</b>	<b>719,290</b>	<b>-</b>	<b>5,789,888</b>	<b>3,305,039</b>	<b>2,484,849</b>
Revenue Breakdown						
Signal Grant	1,555,039					
Patient Revenue	1,750,000					
Total Revenue	<b>3,305,039</b>					

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. 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 clients experiencing homelessness
- Number of clients who did not pay any charges due for services rendered.
- Number of referrals not admitted.
- Number of clients admitted for the first time
- Number of clients referred with a DUI
- Number of client to staff and client to client assaults

c. 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 15<sup>th</sup> day of the month following the end of the quarter after the end of the reporting period. Continue to work with the City to provide the agreed upon data from High Utilizer Case Coordinator metrics, EPIC, DACODS, and other sources as agreed upon by both parties.

## **A.5 Substance Treatment Services**

### **1.1 Scope of Substance Treatment Services.**

a. The City's Department of Public Health and Environment ("DDPHE") is the principal City department responsible for this Appendix. The Authority will provide Substance Treatment Services and testing on a residential and outpatient basis.

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

1.2 **Payment Mechanism.** This program is intended to be funded entirely with state and federal "pass through" funds, Medicaid, foundation and collections from clients. The Authority will actively pursue state and federal grant funding. The City will partially fund this project in 2019 to maintain current service levels. City funding must be re-justified annually.

a. Each invoice shall include the following information and supporting documentation: invoice number and date, due date, contract activity (i.e., average daily census, number of patients served, or other statistical measures deemed appropriate by the City and Authority), 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. DDPHE will provide guidance on required documentation for invoices. The Authority agrees to retain all receipts for non-personnel expenditures, and provide them to the City if requested. The Authority will provide supporting documentation for all non-personnel expenditures over \$1,000, and supporting documentation for all travel, training, dues and memberships, and professional services expenditures.

b. This payment is characterized as an actual payment. The City and the Authority agree that the annual maximum payment for Fiscal Year 2019 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 goals of recovery and connecting service delivery to other metric-based projects, OBHS will report the following performance and outcome metrics on a monthly or annual basis according to the agreed-upon templates:

- a. OBHS patient census and ‘recovery’ measures
  - (i) Total patient census in methadone treatment
  - (ii) Total patient census in outpatient Suboxone
  - (iii) Total patient census in traditional outpatient treatment. Data may be stratified by demographic information and incorporate patient assessment data.
    1. Percent of reduction of use at discharge compared to C-STAT measure
    2. Length of stay
    3. Number of unique annual admissions
    4. Number of duplicate annual admissions
    5. Number of patients discharged less than 90-days after admission
- b. OBHS agrees to collaborate with the City on behavioral and substance misuse initiatives by providing available data when possible and with sufficient notice.

## **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 CICP 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 2019 shall be \$4,375,000. The calculation is shown below.

## Denver Health & Hospital Authority

### A-6 Medical Service for Prisoner Care

Description	2017 Final	2019 Requested
Annualized Physician Billing Costs	\$ 954,066	\$ 750,000
Annualized Hospital Costs	\$ 3,371,247	\$ 3,125,000
Annualized Ambulance Costs	\$ 371,169	\$ 435,000
Annualized Outside Services	\$ 12,630	\$ 15,000
Annualized Cost to Collect 3rd Party Payors	\$ 50,000	\$ 50,000
<b>Total</b>	<b>\$ 4,759,112</b>	<b>\$ 4,375,000</b>

#### 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.

e. Upon completion of providing patient care services to the City and County of Denver arrestees, pretrial detainees and inmate population, it is agreed that the Authority will notify the Sheriff's Department of the final medical disposition at which time the Sheriff's Department shall arrange for transport of the detainee or inmate as quickly as reasonably possible. The Sheriff's Department will use best efforts and prioritize available resources to facilitate transportation of the detainee or inmate.

#### 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 may be conducted periodically but no more than every two years with the next survey scheduled for 2018. 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 Public Health and Environment (“DDPHE”) 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 2019 shall be \$106,900 of which \$10,000 is reserved for regulatory consultation. The first up to 25 hours of consultations will cost \$5000. Additional 26-50 hours of consultations will cost an additional \$5,000 The calculation is shown below.

<b>Denver Health and Hospital Authority: Rocky Mountain Poison and Drug Consultative Services (RMPDC)</b>				
<b>Year 2019 Budget Final</b>				
Cost Center	Personnel	Supplies & Services	Capital	TOTAL
RMPDC	96,900	-		96,900
<b>TOTAL RMPDC</b>	<b>96,900</b>	<b>-</b>	<b>-</b>	<b>96,900</b>

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

### 1.4 Performance Criteria

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

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

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

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

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

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

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

Poison Center  
Drug Consultation Center

g. The Authority will provide a quarterly report to the City in the format attached to this Appendix, which indicates the amount of year-to-date expenses and revenues for the Rocky Mountain Poison and Drug Consultation Center by the forty-fifth (45<sup>th</sup>) 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 Public Health & Environment**

### **1.1 Scope of Clinical and Laboratory Services for the City's Department of Public Health & Environment.**

a. The City's Department Public Health & Environment ("DDPHE") is the principal City department responsible for this Appendix. The Authority will provide Pathology and Laboratory Services for DDPHE. 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.

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; Performance Criteria and Laboratory Report Delivery. Clinical and Laboratory Services for the City 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 for 2019 has been distributed and accepted by the City.

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. Causality will be addressed for each body part involved in the injury event. If causality is not determinable at the initial visit, the physician will address it at each subsequent visit until a conclusion is reached. The physician will not make unnecessary referrals for determination of causation and will take responsibility for his/her own causation analysis.

(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 be the responsibility of COSH. In non-emergent situations, when the Primary Occupational 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 justification will be provided by the physician. The submission of the justification by the Primary Occupational 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 at each follow-up visit at least every 30 days. Each such review shall be memorialized by a “Progress Report” to the medical file setting forth any 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 in an Initial Report described in subparagraph 1.4a. (i) a reasonable assessment of the relative responsibility for current symptoms between preexisting conditions and the work-related injury or occupational disease will be included 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. When the physician’s clinical judgement is such that the Medical Treatment Guideline recommendations are to be exceeded, a justification will be provided.

6. The Progress Report shall also contain a projection of the care and treatment to be provided 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 make every effort to 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. Such reports if obtained by the WCU will be sent to the COSH provider.

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 time frame 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. The City nursing program manager has the option of participating in biweekly COSH case manager meetings 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, and treatment plans may be performed. These audits will consist of 10% of the number of reports prepared in the previous 12 months . 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 Occupational 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, 2019. 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-1. 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 mutually agreed upon reports as requested by Risk Management office to quantify services and workloads, performance metrics, 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. This payment is characterized as an actual cost. The City and the Authority agree that the estimated annual amount for Fiscal Year 2019 is \$330,000. 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.

- A. Self-Care Treatment
- B. Preferred physician/facility network
- C. Urgent Care
- D. 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:

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

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

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

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

3. 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:**

1. 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.

2. 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.

3. 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.

4. 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.

Services will be provided in accordance with the following:

- A. DHNL will utilize protocols and guidelines prepared by nationally recognized healthcare professionals. New protocols and unique guidelines will be mutually agreed upon before implementation.
- B. DHNL staff shall be appropriately licensed and trained to provide the Service.
- C. DHNL shall perform the Services in compliance with all applicable Federal, State and local laws and regulations.
- D. DHHA shall operate DHNL in accordance with its policies and procedures.

5. DHNL Processes – Call Handling

Services will be handled in the following manner:

- A. 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.

- B. 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.
- C. 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.
- D. 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.
- E. DHNL will handle all inbound calls to the City OUCH Line for employees injured in the State of Colorado or Nurse License Compact States.
  - i. 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.
  - ii. Quality Assurance. As per established quality assurance guidelines, DHNL will monitor and review random calls.
  - iii. 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.
  - iv. 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.
  - v. Workers Compensation Triage Line (OUCH Line) services will be procured through a competitive process as required by Executive Order 8, beginning in 2017.

<b>2019 OUCH Line Fee Schedule</b>									
	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)
<b>2019</b>	\$35.00	\$22.00	\$18.00	\$14.00	\$3.35	\$15.00	\$50.00	\$20.00	\$250.00

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



**EE SCHEDULE FOR NON-WORKERS' COMPENSATION SERVICES  
CITY & COUNTY EMPLOYEES**



2019

<b>PHYSICAL EXAMS</b>	<b>Per Service Fee</b>
Post Conditional Job Offer Physicals	\$ 140.00
Senior Utility Workers - Post Conditional Job Offer Physical with Range of Motion and Strength Agility Exam	\$ 200.00
Pre-employment PT/IOT Exam	\$ 125.00
Civil Svc (Fire recruits - NFPA 1582) Post Cond Job Offer Physical with Range of Motion (incls CBC & Metabolic Panel)	\$ 300.00
Civil Svc (Police Recruits - ACOEM-LEO) Post Cond Job Offer Physical with Range of Motion (incls CBC & Metabolic Panel)	\$ 300.00
Dept of Safety (Cadets) Physicals	\$ 140.00
Incumbent Maintenance Physical- Fire NFPA 1582	\$ 300.00
Incumbent Maintenance Physical - Police MedTox	\$ 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)	\$ 300.00
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
<b>OTHER SERVICES</b>	
DPD Firing Range Surveillance Exam/Crime Lab Exam (incls 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
<b>IMMUNIZATIONS</b>	
Hep B Shot (per injection)	\$ 80.00
Flu Shot	\$ 35.00
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
<b>PHARMACEUTICALS</b>	
Epi Pen	\$ 300.00
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.	
<i>Revised 1/1/2019</i>	

## **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 2019 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 20<sup>th</sup> 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 ("NCCCHC") 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 provider staff as required to meet NCCCHC 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 maintain two additional full-time positions for on-site mental health providers at the DDC and the DCJ for twenty-four hours a day/seven days per week (one position per facility), with the goal of hiring providers who have prescriptive authority, and who at minimum meet the authority and practice level of a nurse or licensed clinical social worker.

(vii) 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.

(viii) 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 agrees to fund the physician loan repayment program in the amount of \$80,000 in Fiscal Year 2019. The Authority will continue to drawdown on this amount in Fiscal Year 2019. This is funded through contract year 2015 surplus and not included in the calculation below.

d. The City and the Authority agree that further research is needed to explore and develop a business case, including feasibility and recommendations, for electronic medical records (“EMR”).

## 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 Collaboration with Psychologist and Support Services.

a. The City and the Authority currently employ psychologists and other staff classified as diversion and criminal justice officers, in its jail system that provide psychology and other support services and programs to City pretrial detainees and inmates.

b. The City and the Authority wish to increase the coordination and collaboration of these psychology and other support services and programs with other jail medical services under the medical supervision and medical oversight of the Authority and operational policies and procedures of the Denver Sheriff Department jail facilities.

c. The City and the Authority will work together to maintain a behavioral health management team, composed of representatives from psychiatry, medical, psychology, programs, 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 coordinate and collaborate regarding staff functions so that Denver Sheriff Department staff and Authority staff work as one unified team for the purpose of identifying and intervening in suicide and mental health-related crises and the provision of supportive services to stabilize and transition pretrial detainees and inmates before, during and after their period of incarceration.

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.

#### 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 2019 is \$14,469,957. 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 2019 budget includes \$52,461 for approximately \$6,400 methadone treatment doses and \$36,000 for approximately 40 Invega treatment doses within the jails to approximately patients. Dosing and patient data shall be included in the B-3 statistical report.

The 2019 also includes one-time funds of \$42,404 for the medication room pharmacy cabinet replacement.

<b>Denver Health and Hospital Authority: Denver Sheriffs</b>			
<b>Year 2019 Budget Final</b>			
Cost Center	Personnel	Supplies & Services	TOTAL
Sheriffs	13,022,519	1,447,438	14,469,957
Sheriffs	13,022,519	1,447,438	14,469,957

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 on a daily basis.

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 30<sup>th</sup> of each year, beginning on June 30, 2013, the Authority will complete an annual inventory of equipment and will assume liability for missing equipment if the fault of the Authority. The Authority will be responsible for the maintenance of equipment assigned to medical services. The Authority may use Authority owned equipment in the delivery of inmate medical

care.

e. The City and Authority agree to work during 2019 to review the staffing plan, current space assignments, and space requests to define “adequate work space” and the process for assigning and changing work space for Authority staff.

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.

1.6 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 Health Services 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.

1.7 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 providers 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 providers, 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 providers 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 DCJ 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 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 qualified health services 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. The City will provide this list to the authority on an annual basis.

#### 1.8 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 [Reserved]**

**B.5 [Reserved]**

## **B.6 Marijuana Public Health Impact Monitoring and Epidemiology**

a. The City's Department of Public Health and Environment ("DDPHE") is the principal department responsible for this Appendix. The Authority is contracted to employ Epidemiologists to equal one full-time equivalent whose time funded under this agreement shall be dedicated to monitor the use and health effects of marijuana in the City, and to support DDPHE's investigation and analysis of consumer protection and occupational safety concerns associated with marijuana facilities and products. As mutually agreed in written workplans, funds may also be expended for contracted specialized services (e.g., a specialist in pesticide epidemiology), services required from DPH informatics or support staff, or the purchase of supplies, data, or transportation to support these monitoring and investigation.

b. Activities related to consumer protection and occupational safety may include, but may not be limited to, the following functions:

- (i) Recommend study methodologies;
- (ii) Assist with analysis, writing and presentation of studies;
- (iii) Present at conferences, Board meetings, City Council, and other venues as requested or approved by DDPHE; where costs exceed available funding provided through this Operating Agreement, DDPHE will cover extra costs through direct payment as approved by the Director of the Public Health Inspections Division,
- (iv) Provide epidemiological expertise to DDPHE to inform policy, regulatory and enforcement decisions,

c. 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:

- (i) Unless otherwise requested by DDPHE, hold quarterly meetings with DDPHE and other City stakeholders to discuss current analytic activities, identify emerging marijuana use topics of interest, and prioritize future analytic efforts;
- (ii) Provide quarterly Progress Reports to the City throughout the year regarding the development of agreements, data transfer and analyses of marijuana use in the City and County of Denver;
- (iii) Align data analysis and reporting efforts with other local and state-level partners, including but not limited to Denver Human Services, DDPHE and the Colorado Department of Public Health and Environment;
- (iv) Enter into HIPAA Business Associate Agreements and other Data Use Agreements with required entities to permit the sharing of data with Denver Public Health related to marijuana use;
- (v) Develop and maintain electronic marijuana data.

(vi) Develop and update dashboards and written reports to share marijuana use analytic results with stakeholders;

1. Sample surveillance measures may include, but are not limited to:

A. Percent of Denver children, youth, and adults reporting utilization of marijuana products;

B. Percent of Denver children and youth reporting perceived risk around marijuana use;

(vii) Develop and disseminate reports summarizing analytic methods, results and interpretation to the City and relevant stakeholders regarding trends and patterns in marijuana use;

(viii) Work in concert with DDPHE to inform marijuana policy and education and respond to marijuana use policy related inquiries;

(ix) Share report findings in oral presentations, infographics, social media, and other formats as appropriate, with notification to DDPHE.

d. Performance Criteria and General Provisions

(i) The parties agree that work requested and conducted under this portion of the Operating Agreement should be conducted 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.

(ii) Any publications, educational materials, web content, etc. developed by the marijuana epidemiologist or relating to work covered under this portion of the Operating Agreement shall be shared with DDPHE prior to with the public or intended audience; DDPHE reserves the right of final approval and branding where appropriate.

(iii) DPH will provide a single point of contact for requests, concerns and the negotiation or revision of workplans under this agreement.

(iv) Specific Time Frame for Performance.

1. Information, reporting, and analysis by the marijuana epidemiologist to DDPHE shall be provided within mutually agreed upon timeframes based on a negotiated workplan. The plan may be changed by mutual consent if priorities change or obstacles impede a planned project, without necessitating re-opening of this agreement;

2. By March 1, 2019, the Authority and the City will negotiate a 2019 workplan of activities to fulfil this agreement;

(v) The DPH point of contact shall seek guidance and prioritization from DDPHE when the requested work is beyond the capacity of one FTE epidemiologist and other budgeted services.

(vi) If the Authority has an opportunity to sell tools, products or information relating to or resulting from the marijuana-related work conducted under the Operating Agreement, DPH will notify the City and discuss financial terms.

(vii) DDPHE shall be informed of any formal recognition awarded to DPH as a result of activities covered under this portion of the Operating Agreement.

(viii) DDPHE shall be contacted to participate in interviews and provide input to the hiring process for new epidemiologists funded under this portion of the Operating Agreement.

e. Payment Mechanism

(i) Pursuant to Section 4.1 of the Second Amended and Restated Operating Agreement, the City will purchase from the Authority the above services.

(ii) This payment is characterized as an actual cost. The City and the Authority agree that the annual estimated amount for the Fiscal Year 2019 is \$150,914.

(iii) The Authority will provide quarterly reports and invoices to the City which indicate the amount of year-to-date expenses and revenues addressed under this portion of the Operating Agreement, no later than forty-five (45) days after the end of each reporting period. 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.

## **B.7 Miscellaneous Services for DDPHE**

### **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 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 2019, the City's annual payment for its land acquisition and construction contribution to the Park Hill Clinic shall be \$160,359.

### **1.3 South Westside Clinic ("Federico Peña Family Center").**

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.

### **1.4 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.

## **B.8 Miscellaneous Services for the Department of Public Safety**

### **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 Sexual Assault Nurse Examiner (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. Medical forensic examinations that do not require evidence collection will have a rate of \$400.00 for victims. This would include sexual assault examinations when a patient declines the evidence collection portion, domestic violence, and strangulation evaluations.

e. 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.

f. 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.

g. 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.

h. 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 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.

### 1.4 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 2019, 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.

#### 1.5 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.

#### 1.6 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.

1.7 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 2019 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.

1.8 Pharmaceuticals and CPR Mannequins for Basic Life Support (BLS) Services

a. Pharmaceuticals. The Authority agrees to provide pharmaceuticals to the Denver Fire Department at the Authority’s scheduled price for use in the delivery of Basic Life Support (BLS) services. For 2019, the City shall pay a one-time flat fee amount not to exceed \$27,030.00 for the initial stock of pharmaceuticals. The Authority shall invoice the Denver Fire Department for replenishment pharmaceutical costs that are not eligible to be recouped through patient or third-party billing or one-for-one replenishment. The volume, cost and type of pharmaceutical supplies shall be renegotiated and mutually agreed-upon annually based on the prior year’s utilization of pharmaceuticals and anticipated future need.

b. CPR Mannequins. The Authority agrees to provide upgraded CPR mannequins pursuant to the American Heart Association guidelines to the Denver Fire Department for use in the delivery of BLS services. For 2019, the City shall pay a one-time estimated fee amount not to exceed \$7,000.00 for the upgraded CPR mannequins.

## **B.9 Miscellaneous Services, Other**

### **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 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. The City will reimburse the Authority up to the hourly maximum of \$150.00/hour for this service. The Denver District Attorney's Office will reimburse the Authority up to an hourly maximum of \$150.00/hour (\$80/hour for experts without advanced educational degrees consistent with the Supreme Court Directive) for prep time and expert witness testimony when the expert is a prosecution witness testifying in state court matters prosecuted by the Denver District Attorney's Office. The witness must be qualified as an expert by the Judge in open Court prior to providing testimony. Each invoice shall include the following supporting documentation: the dates of services, information identifying the case, information identifying the activity billed for, any off-setting revenue from the City or other sources. This payment is characterized as a fee for service.

### **1.3 Non-Intra-Familial Abuse Services.**

a. Scope of work. The Authority agrees to provide patient care services for victims of non-intra-familial abuse. The Department of Human Services, and the Police Department are the lead agencies for this section. The Authority will provide a medical team to include at least one licensed physician and other staff 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).

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.

g. Payment Mechanism. The City will reimburse the authority at an average hourly rate of \$126/hour. 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.

(viii) The estimated annual payment is \$5,000. This payment is characterized as actual cost.

#### 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 week. 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.

## 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.

### **C.1 Office of Human Resources**

a. The Office of Human Resources (OHR) shall provide, for those employees who elect to remain with the City as Career Service employees, all services that it renders to any other Career Service employee in an independent agency. Without limitation, these services include classification, recruitment, benefits administration, personnel record keeping, management of unemployment insurance claims, advising on career service rule compliance, appeal procedures, layoffs, promotions, transfers, demotions, and the employee pin program.

b. The Authority will reimburse for training received by Authority employees and provided by 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 \$19.33 (calculated on an annual cost of \$231.96 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 authority will reimburse the City for the employer contributions for Career Service employees of the authority. Employer contributions are made for health savings accounts, medical, dental, vision, disability and life insurance plans, and the Denver Employee Retirement Program (DERP). Billing is done in conjunction with every pay period. The City's Payroll Department will generate the bills and submit them to the Authority's Chief Financial Officer. This bill will be paid within thirty days of its receipt by the Chief Financial Officer. The estimated annualized cost for 2019 is \$2,000,000. The cost of employer benefit contributions will change based on employee benefit elections and the number of Career Service employees at the Authority.

e. The provision of services by OHR will terminate when no City employees are being provided by the City to the Authority.

f. Performance Standards.

(i) OHR will provide a three-working day turnaround, after change requests, that follow all career service rules, are sent to OHR records at [ohr.recordshelp@denvergov.org](mailto:ohr.recordshelp@denvergov.org) . This means change requests will be completed and any required acknowledgment forms will be sent out within the three working days.

(ii) The Authority shall provide OHR contact information once a year, including work email and phone numbers, for each Authority employee in the Career Service system.

(iii) OHR will work expeditiously and efficiently, in accordance with the standard timeline when auditing and approving the layoff plan for the layoff unit or any other activities, which OHR performs in conjunction with a layoff, once notified by the Authority.

(iv) 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 Compensation 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 Chief Officer of Human Resources and Director of Compensation 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. OHR and the Authority will promptly return all phone calls and respond to written correspondence.

(v) The provisions of this section I of this Appendix C shall automatically terminate, and shall be of no further force or effect, upon the separation date of the Authority's final Career Service employee.

## C.2 Department of Finance

### a. The Chief Financial Officer (CFO)

(i) The CFO will work cooperatively with the Authority to perform separation audits.

(ii) 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:

1. Providing payroll auditing service on the Authority's Career Service payrolls and entering the data into the City's computer system;
2. Processing garnishments and calculating taxes;
3. Generating and distributing paychecks;
4. Issuing on-line checks; and
5. Auditing the Authority's calculations of separation payouts.

(iii) In all areas, the CFO shall work cooperatively with the Authority in the process of automating the payroll system.

(iv) The CFO's office shall work cooperatively with the Authority as it implements new payroll procedures.

(v) 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

(i) 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 2019. These services will be billed monthly and are subject to annual renewal.

(ii) 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.

(iii) The Authority will implement the following process:

1. 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.

2. 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.

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

4. 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.

(iv) 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.

(v) 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.*

### C.3 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.

(i) 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.

(ii) 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 2019 is \$150,000.

#### **C.4 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:

(i) 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.

(ii) 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.

(iii) 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 1<sup>st</sup> 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 1<sup>st</sup> of each year.

h. Effective January 1, 2006, the following will apply to DH/ Career Service employee claims:

(i) 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.

(ii) 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.

(iii) 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.

(iv) 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.

(v) 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.

(vi) 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.

(vii) 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.

## **C.5 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 2019 is \$34,500.

b. These services will be billed monthly.

## **C.6 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 provided to the Authority free of charge.

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.

(i) Officers assigned to Denver Health Medical Center will:

1. 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;

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

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

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

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

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

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

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

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

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

11. coordinate with Victim Assistance staff when needed;

when needed. 12. coordinate with Violence Interrupters / Gang Outreach workers

(ii) The Denver Police Department will staff and supervise the position as follows:

1. staffing four days per week, fifty-two (52) weeks per year;
2. one officer working a 10-hour shift with T-W-Th off;
3. shift hours from 1600 to 0200;
4. 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;
5. Officer in full Denver Police Department uniform;
6. 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.

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

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

(v) The Denver Police Department (Financial Services Division) will bill the Authority on a monthly basis, at a flat rate of \$5,188. 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 2019 is \$62,259. 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.

## **C.7 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 \$232.00 per day reflecting actual costs of providing the service plus \$52,000 for providing key security services for other jurisdictions' prisoners. The total cost is estimated to be \$316,944 for Fiscal Year 2019. 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.

## **C.8 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.

(i) 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.

(ii) 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.

## **C.9 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.

(i) Denver 911 will be responsible for processing all calls for:

1. EMS coming into the 911 Communications Center via the City's emergency and non-emergency lines;

2. medical emergencies utilizing the approved EMD protocols, including the establishment of a determinant (medical nature) and providing pre-arrival instructions.

(ii) In order to implement these changes, the Authority will fund four (4) City Emergency Communication Operator positions plus benefits. The estimated payment for 2019 is \$268,778.

(iii) Additional provisions relating to Denver 911 - EMS are contained in Appendix A-2.

## **C.10 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:

(i) 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.

(ii) 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.

(iii) Receive letters of intent from apparent awarded bidders as determined by the Authority.

(iv) Receive notification of change orders and track MBE/WBE utilization.

(v) Prepare annual reports for the Authority regarding MBE/WBE utilization.

(vi) Perform certification of MBE/WBE firms.

(vii) Provide training for Authority staff as requested by the Authority.

(viii) Upon the request of the Authority, DSBO shall investigate complaints related to the Authority's MBE/WBE program on behalf of the Authority.

(ix) 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 2019, the Denver Health and Hospital Authority will purchase from the City the DSBO services described in Paragraph B of this Article.

(i) DSBO will receive \$30,000.00 for the services described in section B of this Article for the calendar year 2019.

d. Performance Criteria.

(i) 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.

(ii) 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.

(iii) 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.

**C.11 911 Call Center Lease**

(See separate agreement; 2019 amount totals \$468,674).

## **C.12 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 2019 is \$32,183.

### **C.13 General Provisions.**

#### **a. Miscellaneous Services**

(i) 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.

(ii) 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.

(iii) 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.

(i) The City and the Authority agree that the annual estimated payment described in Section (I), Office of Human Resources, for Fiscal Year 2019 shall be \$2,020,876.

(ii) The City and the Authority agree that the annual estimated payment described in Section (II), Manager of Finance, for Fiscal Year 2019 shall be \$25,313.

(iii) 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 2019 shall be \$150,000.

(iv) The City and the Authority agree that the annual estimated payment described in Section (VII), Workers' Compensation, for Fiscal Year 2019 shall be calculated in the manner currently set forth in Section (VII) above.

(v) The City and the Authority agree that the annual estimated payment described in Section (VIII), Technology Services, for Fiscal Year 2019 shall be \$34,500.

(vi) The City and the Authority agree that the annual estimated payment described in Section (IX), Denver Police Department, for Fiscal Year 2019 shall be \$62,259.

(vii) The City and the Authority agree that the annual estimated payment described in Section (X), Denver Sheriff Department, for Fiscal Year 2019 shall be \$316,944.

(viii) The City and the Authority agree that the annual estimated payment described in Section (XI), Vehicle Fueling and Maintenance Services, for Fiscal Year 2019 shall be \$457,895.

(ix) The City and the Authority agree that the annual estimated payment described in Section (XII), Denver 911-EMS Universal Call Taker, for Fiscal Year 2019 shall be \$268,778.

(x) The City and the Authority agree that the annual estimated payment described in Section (XIII), Denver Small Business Opportunity (DSBO) for Fiscal Year 2019 shall be \$30,000.

(xi) The City and the Authority agree that the annual estimated payment described in Section (XIV), Call Center lease for Fiscal Year 2019 shall be \$468,674.

(xii) The City and the Authority agree that the annual estimated payment described in Section (XV), Department of Safety, EMRS Data Analyst for Fiscal Year 2019 shall be \$32,183.

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 (31st) 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.

**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-CE60436-30

Contractor Name: Denver Health and Hospital Authority

By: 

Name: Robin Wittenstein  
(please print)

Title: CEO  
(please print)

ATTEST: [if required]

By: 

Name: Scott A. Hoyer  
(please print)

Title: General Counsel  
(please print)

