APPENDIX A

A-1 Patient Care Services

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

f. The City and the Authority agree that the discount percentage described in Section (b) above for Fiscal Year 2012 is projected to be 74.93% and the annual maximum payment will be $27,977,300. The calculation is shown on page A-1-8 of this Appendix.

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

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

(i) the Mission of the Authority;

(ii) the importance of providing quality Patient Care Services; and

(iii) the Population and the scope of Patient Care Services to be provided to the Population.

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

1.4 In-Kind Contributions.

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

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

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

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

1.5 Performance Criteria

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Denver Health and Hospital Authority
City Payment for Patient Care Services

	2008 Actual	2009 Actual	2010 Actual	2011 Formula	2012 Formula
CICP Charges	258,086,807	303,925,098	331,902,104	365,092,314	401,601,546
DFAP Charges	40,304,965	41,519,243	42,358,881	46,594,769	51,254,246
Total Gross Charges to Patients in the "Population"	$ 298,391,772	$ 345,444,341	$ 374,260,985	$ 411,687,084	$ 452,855,792
Patient Pay Collections & Third Party Payments	(24,164,546)	(28,145,606)	(27,603,220)	(32,934,967)	(36,228,463)
Subtotal	$ 274,227,226	$ 317,298,735	$ 346,657,765	$ 378,752,117	$ 416,627,329
Cost to Charge Ratio	45.03%	45.03%	45.34%	45.34%	45.34%
Total Cost related to Patients in the "Population"	$ 123,484,520	$ 142,879,620	$ 157,174,631	$ 171,726,210	$ 188,898,831
Calculation of Reimbursement for Services:					
Medicaid Disproportionate Share/State Provider Fee	(43,709,200)	(64,776,626)	(62,003,327)	(68,003,327)	(70,000,000)
Federal Award for CHS	(4,785,087)	(4,785,087)	(4,785,087)	(4,785,087)	(4,785,087)
Tobacco Tax Primary Care Indigent Funding	(5,875,396)	(4,658,498)	(3,493,874)	(2,620,405)	(2,500,000)
Senate Bill 97	(1,301,245)	(496,944)	-	-	-
Senate Bill 44	(5,400,000)	(2,700,000)	-	-	-
Subtotal	62,413,592	65,462,465	86,892,343	96,317,391	111,613,744
Discount for Services	(34,870,892)	(37,485,165)	(58,915,043)	(68,340,091)	(83,636,444)
Total Amount Due for Services to the "Population"	27,542,700	27,977,300	27,977,300	27,977,300	27,977,300
Percent Discount	55.87%	57.26%	67.80%	70.95%	74.93%

A-2 Emergency Medical Services

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

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

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

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

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

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

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

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

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

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

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

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

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

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

d. Payment for 10 percent of a board certified Emergency Medicine Physician plus benefits and payment for 20 percent of one Communications Lieutenant plus benefits based on actual cost, estimated to cost $39,900 in total, payable quarterly.

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

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

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

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

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

h. The City and the Authority agree the estimated payment described in 1.2(c) above for Fiscal Year 2012 shall be $538,400 for training services and equipment provided to the Fire Department EMT-B responders and the calculation is shown on page A-2-9 of this Appendix.

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

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

1.4 Performance Criteria

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

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

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

2. Each component of the emergency medical response system, including the 911 Communications Center, the Denver Fire Department, and the Authority has its own independent time requirements under the NFPA standards. Each of these three components is independently responsible for its own role in the response function. All components of the system must work as a team to meet the Total response time goal for emergency (lights and siren) response times, listed in minutes and seconds, as set forth in Table 1:

TABLE 1

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

3. Responsibility of the City 911 Communications Center:

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

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

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

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

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

ii. Priority Change – Information changed during the response, resulting in an up- or downgrade of the response mode. Mixing non-emergency and emergency travel into a response time is unrepresentative of the response time.

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

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

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

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

vii. Additional Exclusions for DIA

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

b. Limited visibility operations, as defined by DIA.

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

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

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

5. **Authority's Clinical Criteria.** The following clinical performance measures for

each call will be reported by the Authority in its quarterly performance report:

A. The administration of aspirin to STEMI (cardiac alert) patients, unless contraindicated or a recent previous aspirin ingestion is documented.

B. Elapsed time from when paramedics arrive at the scene until Emergency Department arrival of the transporting unit for STEMI (cardiac alert) patients, with direct transport to an identified interventional (PCI) facility.

C. Transport ambulance scene time for trauma patient emergency transports.

D. Transport of emergency trauma patients to a designated trauma center.

E. Out-of-hospital cardiac arrest survival rate reported under the Utstein Criteria definition.

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

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

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

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

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

8. Remedies

The parties recognize that the tiered emergency response system does not currently meet the

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

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

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

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

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

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

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

2.2. Payment Mechanism for Services at DIA.

a. For each Fiscal Year, the Authority will submit to the Department of Aviation a full budget, to include both capital and operating expenses, for providing the services at DIA described in this Appendix. Such request must include all support, supplies, and materials necessary for such services. The Authority will submit its budget request to Aviation's Deputy Manager for Operations

for any given Fiscal Year in accordance with the City's budget calendar for that Fiscal Year. Aviation will review the Authority's submission, and the parties will negotiate a final budget, which will be placed in this Agreement.

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

c. The City and the Authority agree that the payment for the emergency medical services at Denver International Airport, as described above, for Fiscal Year 2012 will be based on actual costs incurred by the Authority, and the estimated amount is expected to be $1,768,100. The calculation is shown on page A-2-10.

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

(ii) An estimate of the incremental revenue offset will be applied to each month's invoice.

(iii) A reconciliation of the each calendar quarter period of revenue offset will be performed by the Authority and delivered to Aviation's point of contact no later than the 15th day following the calendar quarter.

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

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

2.4 Obligations of Authority

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

b. The Authority shall remove from the Airport work site any Authority employee,

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

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

Denver Health and Hospital Authority: Medical Direction and QA/QI for EMS Universal Call Taker
Year 2012 Budget Final

Cost Center	Personnel	Supplies & Services	TOTAL
Medical Direction and QA/QI for EMS Universal Call Taker	39,900	-	39,900
TOTAL DIA EMS Services	39,900	-	39,900

Denver Health and Hospital Authority: DIA EMS Services
Year 2012 Budget Request

Cost Center	Personnel	Supplies & Services	Capital	TOTAL	REVENUE	PAYMENT
DIA EMS Services	1,559,748	224,629	90,767	1,875,144	107,044	1,768,100
TOTAL DIA EMS Services	1,559,748	224,629	90,767	1,875,144	107,044	1,768,100

Denver Health and Hospital Authority: Denver Fire Department Training
Year 2012 Budget Final

Cost Center	Personnel	Supplies & Services	Capital	TOTAL
Denver Fire Department Training	483,757	54,643	-	538,400
TOTAL EMS Training	483,757	54,643	-	538,400

A-3 Public Health Services

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

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

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

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

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

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

The City will retain the following functions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

e. The City and the Authority agree that the annual estimated payment described in Section (b) above for Fiscal Year 2012 shall be $2,439,700. This includes $250,000 for the replacement of public and occupational health air handlers funded by the City's Capital Improvement Fund. The calculation is shown on page A-3-7 of this Appendix.

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

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

1.4 Performance Criteria

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

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

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

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

e. Work in collaboration with the City, Department of Environmental Health to develop a health profile using Healthy People 2012 categorical data and other health information for the City and County of Denver annually.

f. Work with the Denver Office of Emergency Management and the Department of

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

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

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

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

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

Reportable Communicable diseases
- Number of outbreak investigations and a general report on outcome of investigations
- Number of HIV and STD high risk participants screened in outreach efforts

Total Patient Encounters in ID/AIDS clinic
- Percent of HIV/AIDS patients requiring hospitalization
- Cases of perinatal HIV transmission

Total vaccinations
- Child less than 19 years of age
- Adult vaccinations
- Travel vaccinations

Total STD clinic visits
- Comprehensive STD visits
- Express STD visits
- HIV counseling and testing

Total TB visits
- Number new TB cases
- Number of patients with new/suspected TB started on treatment and percent completed treatment
- Number of high risk patients screened for latent TB
- Number of latent TB patients started on treatment and percent completed
- Total birth and death certificates registered
- Certified copies issued
- Paternity additions and corrections

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

l. The Department of Public Health of the Authority will work with the Department of Environmental Health in the development of an annual public health report for the residents of Denver describing the full range of public health services and resources provided by or available through their departments or in cooperation with other agencies and their community partners. This report will be a public health educational brochure and provide basic public health information, focusing on preventative measures and strategies and promoting healthy lifestyles. To keep the information current and improve on this annual public health report each year, the Department of Environmental Health and the Department of Public Health will cooperate in gathering and assessing public health information relevant to Denver's residents. As the Department of Public Health and the Department of Environmental Health improve their information systems and data collection capabilities, the annual report will also include public health statistical data for the reporting year by county, gender and ethnicity, and to the extent available, by census tract or zip code for Denver residents. If possible, the Department of Public Health and the Department of Environmental Health will work with the City's Human Services Department and provide a separate report summarizing the same data for the homeless population. The first annual report was issued to the public in 2006. Subsequent annual reports will be produced each calendar year.

m. As part of the annual public health report or as a separate report, the Authority's Department of Public Health will work with the Department of Environmental Health to collect, compile, assess and prepare a bi-annual report based on existing data for Denver County (based on the Health Status of Denver reports prepared in 2006 and 2008) for distribution to the public. As required under the 2008 Public Health Act, the Authority's Department of Public Health and Denver's Department of Environmental Health will either supplement or substitute their bi-annual Health Status of Denver report with a "community health assessment" to support their work under Denver Public Health Improvement Plan.

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

Denver Health and Hospital Authority: Public Health
Year 2012 Budget Final

Cost Center	Personnel	Supplies & Services	Capital	TOTAL	REVENUE	PAYMENT
Public Health Administration	658,948	152,166	250,000	1,061,114	-	2,439,700
Per Capita	-	-	-	-	820,172	
Vital Records	386,358	209,605	-	595,963	925,000	-
ID\AIDS Clinic	785,434	68,803	-	854,237	610,000	-
Tuberculosis Clinic	740,720	176,957	-	917,677	35,000	-
STD Clinic	745,517	483,580	-	1,229,097	38,000	-
Immunization Clinic	346,142	293,268	-	639,410	700,000	-
Epidemiology & Surveillance	149,573	6,999	-	156,572	-	-
Public Health Preparedness	112,602	1,200	-	113,802	-	-
Health Promotion Program	-	-	-	-	-	-
HIV Prevention & Training			-	-	-	-
TOTAL PUBLIC HEALTH	3,925,294	1,392,578	250,000	5,567,872	3,128,172	2,439,700

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

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

a. The Authority will provide management, clinical and related services for short-term residential and nonresidential detoxification facilities for alcohol abuse, including transportation and treatment services, to be provided at the Denver C.A.R.E.S. facility. Denver C.A.R.E.S. is a non-hospital detoxification facility within the Division of Alcohol, Drug and Psychiatric Services of Denver Health, which currently has 100 beds and is budgeted in 2012 to be staffed at a census of 74 excluding the Veterans 1st Program. Approximately 518 public inebriates per week are detoxified at Denver C.A.R.E.S.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

d. The City and the Authority agree that the annual estimated payment described in Section (b) above for Fiscal Year 2012 shall be $3,629,000 and the calculation is shown on page A-4-5 of this Appendix.

e. Denver's Road Home.

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

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

(iii) This will be in addition to the City's support of $3,629,000 outlined in Section 1.2(d).

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

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

1.4 Performance Criteria

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

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

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

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

d. The Authority will provide an annual report by May 1 of the year following the year being reported on, which includes performance statistics for the year just ended and the two previous fiscal years, for the following items:
Shelter: Average Daily Census
Detoxification: Average Daily Census
DUI Program: Patient Encounters
Emergency Services Patrol:
Average Response Time
Number of clients picked up per shift
Number of clients admitted for the first time
Number of clients admitted more than one time for the program year
Number of admissions of homeless clients
Number of clients who did not pay any charges due for services rendered
Number of veterans entering Denver C.A.R.E.S.
Number of veterans admitted to the Denver Veterans 1st program
Number of veterans completing the Transitional Residential Treatment part of the Denver Veterans 1st program and Denver C.A..R.E.S.

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

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

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

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

Number of persons entering CHARTT'S treatment program
Number of persons successfully completing CHARTT'S treatment program
Number of persons housed at Denver CARES

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

Denver Health and Hospital Authority: Denver C.A.R.E.S.
Year 2012 Budget Final

Cost Center	Personnel	Supplies & Services	Capital	TOTAL	REVENUE	PAYMENT
C.A.R.E.S. Detox	4,395,330	685,911		5,081,241	2,014,734	3,629,000
C.A.R.E.S. ESP	459,525	102,968		562,493	-	-
TOTAL C.A.R.E.S.	4,854,855	788,879	-	5,643,734	2,014,734	3,629,000

Revenue Breakdown	
Signal Grant	1,465,672
Patient Revenue (Avg census of 74* $325 per visit real rate =6%)	549,062
Total Revenue	**2,014,734**

A-5 Substance Treatment Services

1.1 Agreement to Provide Drug Abuse Treatment Services

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

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

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

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

a. the mission of the Authority;

b. the importance of providing quality Substance Treatment Services;

c. the Population and the scope of Substance Treatment Services provided to the Population.

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

1.5 Performance Criteria

a. On the average, 60% of the methadone clients will have "clean" urine tests.

b. Comprehensive assessments and evaluations will be performed on 95% of patients, on a same day walk-in basis. This totals approximately 800 evaluations per year.

c. Ninety percent of infants delivered by women in treatment as part of the Special Connections program will be free of any illicit substances. Twenty Special Connections women will be in treatment in this Fiscal Year.

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

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

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

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

a. Scope of Medical Services for Prisoner Care.

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

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

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

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

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

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

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

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

(1) Inpatient utilization management.

(2) The basis for reporting, trending, monitoring, and auditing UM activities.

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

(1) A formulary.

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

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

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

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

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

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

1.3 Payment and Payment Mechanism.

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

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

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

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

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

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

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

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

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

and ending as a Code 9 status.

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

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

(vii) A reconciliation will be performed by the Authority no later than May 1 of the year following the Fiscal Year for which payment is being made, to compute actual charges multiplied by the Authority's current Medicare cost to charge ratio to determine the actual payment amount due. Additionally, any collections received by the Authority (net of any outside collection agency fee) from or on behalf of any prisoners for whom charges have been included, will be deducted from the amount due the Authority to determine any remaining shortfall or overage. Subject to Section 1.3 g. below, any shortfall in funding will be reimbursed by the City. Any overage will be returned to the City unless the City approves, in writing, the Authority retaining all or part of the overage for other services to the City.

(viii) The Authority shall (no later than May 31, 2012) provide comparative information and data to the City so that it can compare what it would pay under state Medicaid rates versus a Medicare cost to charge ratio-based methodology. Unless a different methodology is established by state Medicaid billing rules, the Medicaid rate is the Authority's state authorized base rate times the state authorized and posted Medicaid weighted DRG for the service. It does not include any separate, additional DSH, training or CICP payments the Authority may receive from the state or federal government.

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

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

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

the Authority from the City will be submitted for final approval, as part of the City's budget approval process, in accordance with the City's budget calendar.

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

h. The City and the Authority agree that the annual estimated payment described in Section (b) above for Fiscal Year 2012 shall be $4,878,500 and the calculation is shown on page A-6-7 of this Appendix.

1.4 Audits and Access to Records.

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

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

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

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

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

1.6 Performance Criteria and Reports

a. The CCMF is a Denver Health patient care facility and as such will comply with Joint Commission on Accreditation of Healthcare Organizations regulations and review.

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

i. a daily census report for all inpatients at CCMF or DHMC;

ii. within 60 days, monthly patient data including the patient name, medical record number, total length of stay, admit and discharge dates, DHHA charges, City Cost, patient DOB, split billing information.;

iii. within 60 days, monthly reports including ambulance, facility and physician billing;

iv. within 60 days monthly third party billing reports including patients name, admit and discharge dates, split billing information, sum of charges, sum of City cost, amount collected from third party, , name of third party payor, credits/debits to City;

v. daily DONX reports showing account detail of current hospitalization for each patient; and,

vi. within 60 days, a monthly A-6 report and B-5 report as agreed upon by the City and DHHA.

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

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

1.7 Liability and Cooperation.

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

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

Medical Service for Prisoner Care at Denver Health and Hospital Authority

Description	August YTD	August YTD Annualized
Annualized Physician Billing Costs	$ 524,721.00	$ 788,161.17
Annualized Hospital Costs	$ 2,217,495.00	$ 3,330,805.25
Annualized Ambulance Costs	$ 288,931.00	$ 433,991.01
Annualized Outside Services	$ 25,476.00	$ 38,266.42
Annualized Cost to Collect 3rd Party Payors	$ 33,333.33	$ 50,000.00
Annualized Remove Prior Year Claims for which Payment Received	$ (205,718.00)	$ (205,718.00)
2011 Annualized Projection*	$ 2,884,238.33	$ 4,435,505.84
2012 Budget Request		$ 4,878,500.00

* 2011 Budget was $5,178,500 and will decrease in 2012 to $4,878,500 as a result of Denver Health collecting more from 3rd Party Payors. Costs increasing due to a combination of volume and severity of patients seen.

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

A-8 Denver Health Medical Plan

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

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

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

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

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

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

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

1.3 Performance Criteria

a. The Health Plan will meet all performance standards defined by the City for other

health plans offered to employees.

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

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

A-9 Rocky Mountain Poison and Drug Consultation Services

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

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

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

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

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

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

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

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

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

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

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

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

g. The City and the Authority agree that the annual maximum payment described in Section (a) above for Fiscal Year 2012 shall be $96,900 and the calculation is shown on page A-9-3 of this Appendix.

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

1.4 Performance Criteria

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

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

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

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

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

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

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

Poison Center
Drug Consultation Center

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

2012
Drug Center Service for the City and County of Denver

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

Full Time Equilivants (FTE's)

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

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

Average FTE Cost

Annual budget for Call Center portion of Drug Center- pharmacist and nurses with benefits	$ 3,466,002.00
FTE's in budget	39.00
Average rate for 1 FTE	$ 88,871.85

Program Service Cost

Personnel	1.21 FTE times average FTE rate	$ 107,443.53
Telephone Line	65.00 per month	780.00
Subscriptions for Drug Information & Updates		-
Annual Conference for 1	- eliminated	-
Drug Dex Software and semi annual updates		3,200.00
Scan Forms	no longer used, use computer	-
Office Supplies		-
Administrative Support (39.29% of Admin budget* 2.70%)		21,869.04
Total Budget		$ 133,292.57
	Less Discount to City	36,392.57
	Amount of City Payment	$ 96,900.00

Program Statistics

Drug Center Case Volume		Per Day Average	% of Total
2010 Actual Denver City Calls	490	1.88	0.51%
2010 Actual Other Client Calls	95,581	367.62	99.49%
2010 Total All Calls	96,071	369.50	100.00%

Poison Center Case Volume		Per Day Average	% of Total
2010 Actual Denver City Calls	10,754	29.46	4.61%
2010 Actual Other Client Calls	222,686	610.10	95.39%
2010 Total All Calls	233,440	639.56	100.00%

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

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

a. The Authority will provide Clinical and Laboratory Services for the City's Department of Environmental Health. These services may include, but are not limited to Medical Expertise, Laboratory, Radiology, Electrocardiology, Medical Supplies, and Pharmacy services.

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

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

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

(i) the list of gross expected charges for Clinical and Lab Services for the applicable departments, by clinical department, for the most recently ended fiscal year;

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

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

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

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

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

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

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

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

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

g. The City and the Authority agree that the annual estimated payment described in Section (b) above for Fiscal Year 2012 shall be $23,000 and the calculation is shown on page A-10-4 of this Appendix.

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

1.4 Performance Criteria

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

1. The Office of Medical Examiner shall deliver specimens to DPLS.
2. Chemistry, Hematology, Blood Banking, and Special Chemistry test results shall be available within four (4) business days following receipt by DPLS.
3. Routine Microbiology culture results (excluding cultures for fungi or mycobacteria) shall be completed within five (5) business days following receipt by DPLS.
4. Routine Histology slides shall be available within seven (7) days following specimen receipt by DPLS.
5. Molecular Diagnostics test results performed in-house by DPLS shall be available within seven (7) business days following specimen receipt by DPLS.
6. The City shall notify DPLS of any time-sensitive testing requirements. On request for time-sensitive laboratory testing, the Authority shall meet the time requirements of the City whenever possible.
7. If the laboratory is unable to run a requested test within the TAT specified, it shall immediately notify the Office of Medical Examiner or other affected City agency.

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

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

Denver Health & Hospital Authority

Coroner Lab - City Contract

Invoice Amounts 2008, 2009, 2010 and Year to Date 2011

	2008	2009	2010	2011
January	2,426	2,345	1,689	1,922
February	2,411	2,404	1,243	1,720
March	1,884	2,394	2,096	1,887
April	3,397	1,796	1,143	
May	1,838	1,362	1,248	
June	2,011	2,054	1,195	
July	1,791	1,540	1,422	
August	1,353	1,817	1,173	
September	2,297	1,817	1,308	
October	2,178	2,072	1,648	
November	1,671	1,788	2,676	
December	1,406.45	1,721.63	1,210.15	
Annual Totals/YTD current Year	24,664	23,110	18,050	5,529
Annualized based on 1st Quarter	22,115			
Estimated increase	4.00%			
2012 Request	**23,000**			