

APPENDIX B

B-1 Psycho-diagnostic Evaluations and Consultation Services

1.1 Agreement to Provide Psycho-diagnostic Evaluations and Consultation Services; Scope of Psycho-diagnostic Evaluations and Consultation Services.

- a. The Authority will provide psycho-diagnostic evaluations and diagnoses of children and adults, including such specialized services as may be required by clients of racial and ethnic diversity.
- b. The scope of services to be provided by the Authority includes services provided to any person referred by the Denver Department of Human Services Family & Children's Services Division.
- c. Psychological testing will be performed following an evaluation whenever clinically indicated. In those situations where Department of Human Services staff or the court has requested specialized testing, and the clinical evaluation does not support the need for such testing, that decision will be discussed in the written report.
- d. If parent/child interactional evaluations will be performed, the parent must have received a mental health evaluation prior to the interactional evaluation. If the child is age 5 or under, there will only be an interactional evaluation where the child has had a relationship or regular contact with the parent or there is a court order to conduct the evaluation.

1.2 Payment Mechanism. Subject to Section 1.2(e) below, the City's Department of Human Services will purchase from the Authority the services described in Section 1.1(a) and 1.1(b), in any amount to be purchased in accordance with the following formula:

- a. The Authority shall prepare in accordance with the City's budget calendar an estimate of the actual cost of providing these services;
- b. The amount derived pursuant to this Section 1.2 will be the City's estimated payment for these services for the next Fiscal Year.
- c. On the first business day of each month in the Fiscal Year, the City shall pay the Authority in monthly installments, which will be calculated as follows:
 - i. The City shall pay amounts as specified for the services below which will be billed and paid one month in arrears.

(1) \$410 per psycho-diagnostic or psychiatric evaluation performed under Section 1.1 a. and b. above;

(2) \$525 per forensic psychiatric evaluation performed under Section 1.1a and b. as requested by Human Services;

(3) \$65 per hour for Individual counseling (can be billed in 15 min. increments): Individual psychotherapy, insight oriented, behavior modifying, and/or supportive, in an office or outpatient facility, approximately 45-50 minutes with the patient. Therapy provided or supervised by licensed Psychologist.

(4) \$150 per episode of Diagnostic services: Intake for neuropsychological, psychological evaluation or other services and write up if requested. Need for service may be ruled out.

(5) \$65 per hour for Care coordination (can bill in 15 min. increments) – includes telephone contacts to caseworker or collaterals, report writing, appointment scheduling, and telephone contact with client.

(6) \$150 per hour for Neuropsychological evaluation: Includes evaluation and report.

(7) \$50 per episode for Medication management: Pharmacologic management, including prescription use and review of medication with no more than minimal medical psychotherapy.

(8) \$150 per episode for Psychiatric evaluation: Includes evaluation and prescription if indicated. A written evaluation and report will be provided upon request.

(9) \$75 per hour for family counseling.

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 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 for the 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 annual estimated payment for the services in Sections 1.1 a. and b. above for Fiscal Year 2012 shall be \$47,400.

1.3 The City will provide to the Authority a Service/Payment Preauthorization form for any service authorized for an individual or family specifying the service, rate and identifying details. Referrals will be reviewed by the team leader to determine whether the OBHS clinic is able to appropriately provide the services requested. The team leader will contact the referring

party within 3 business days of the referral if OBHS is unable to provide the services requested. The Authority agrees to send invoices for services to the Denver Department of Human Services Financial and Administrative Services Division no later than the 5th day of the month following the end of the month in which services were rendered. The City agrees to pay invoices monthly if received by the 5th of the month.

1.4 Specific Time Frame for Performance. Human Services Psychiatric Evaluations and Consultation Services are a non-core service as defined in the Operating Agreement. The service will be part of the annual operating contract for services between the City and the Authority.

1.5 Performance Criteria

a. The Authority will maintain a referral system that tries to accommodate the scheduling of an appointment within a thirty-day time frame. The Authority consultant and Human Services' administrator will try to maintain the capacity, within the monthly schedule, to provide evaluations for urgent client situations within two weeks of referral. If the Authority cannot accommodate these time frames, the Authority shall promptly decline the particular case and the City will seek another provider.

b. A verbal report will be made available to Human Services upon request by worker or attorney on each comprehensive psychiatric or psychological evaluation within 72 hours of the evaluation.

c. The Authority agrees to submit a typed report of the evaluations and diagnoses within two weeks of the referred client's actual evaluation. The Authority will provide an initial progress report and treatment plan to the caseworker within 1 month of intake and subsequent progress reports every two months or prior to court hearings, which include at a minimum; dates of attendance, dates absent, a statement of the level of participation and progress by the client, any child safety issues, client's understanding of concepts and recommendations for treatment. Providers working closely with families involved in the child welfare system are expected to be capable of discussing parental capacity to adequately and safely care for and meet the needs of the child based on their interaction and assessment of parent. It is expected that anyone providing these services will be able to testify in Court if necessary.

d. The Authority will provide expert testimony at the request of the District Attorney or the City Attorney and Human Services. This includes the expectation that the experts will cooperate with the legal staff of the District Attorney's office and the City Attorney's office and will make themselves available to discuss testimony and to prepare for trial or other contested hearings. The expert will also need to testify in trials, termination hearings, or other contested matters. The expert will accept subpoenas from the City Attorneys' office by fax and will sign waivers of personal service as needed.

e. To the extent information is available, the Department of Human Services shall transmit the information concerning the consultation or evaluation to the Authority two weeks prior

to the clinic visit. The Department of Human Services case workers shall transport or accompany the patient to the appointment for psycho-diagnostic testing or shall meet the patient at the psycho-diagnostic testing site to reduce the risk that the client will miss the appointment.

f. If the Authority has a Medicaid contract, the Authority will refer or facilitate a referral to Medicaid for payment if the family or client is Medicaid eligible and services appear to address treatment issues that meet Medicaid eligibility.

g. The Authority will agree to respond to referrals within 24 hours of the phone call on week days by the caseworker.

B-2 Family Crisis Center

1.1 Agreement to Provide Clinical Services and Medical Passport Services to the Family Crisis Center (FCC) for the Denver Department of Human Services; Scope of Services

a. Service Overview for On Site (FCC) Services: The Authority will provide healthcare services including medical evaluations and episodic care for children ages 0-21 years being evaluated by DDHS for concerns of abuse and neglect and for children in residence at the Family Crisis Center (FCC) operated by the Denver Department of Human Services (“DDHS”). Services to be provided will include, but are not limited to, professional medical and nursing services, technical assistance, medical consultation and hospital backup. Services will be provided by a consistent team of medical practitioners with expertise in child maltreatment. After Hours services will be provided via the Denver Emergency Center for Children (DECC). Staffing Resources for the medical clinic at the FCC are outlined below:

(i) The Authority will provide the services of a medical director and a program manager who will provide medical and administrative leadership in the management and delivery of health care services for children seen at the FCC and for the coordination of the collection of the Medical Passports and corresponding duties as outlined below.

(ii) The Authority will provide additional healthcare providers and support staff for the medical clinic as funded by DDHS. This will include providers to evaluate children for abuse and neglect, evaluate and provide episodic care for children placed at the FCC while in the facility, and nursing support services for children in the residential program. In addition the Authority will provide the medication administration services for FCC residential children specified herein. Authority staff will administer medications during regular clinic hours and prepare medications for remaining hours. Whenever reasonably possible, and in all cases where DHS provides a minimum of 24 hours notice prior to the discharge of children or for children going out on passes, the Authority staff will prepare medications for the discharge or pass. If not, DDHS staff will be responsible for those medications. The Authority will provide quality assurance of the overall program and oversight of the service provided by Authority employees. The number and level of staff assigned by the Authority to the FCC will be determined by the needs of the residents at the FCC, the needs of DDHS for medical evaluations and shall not exceed the resources available as found in B-2 1.2 e.

(iii) The Authority shall provide a licensed psychiatrist to perform full psychiatric evaluations, medication monitoring, and provide training to the staff upon the request of the DDHS administration at an hourly rate of \$110.57 for up to fifteen hours per week. The psychiatrist shall see any youth identified by the FCC clinical mental

health therapy team as requiring a full psychiatric or a medication monitoring evaluation within one week of a request for such an examination.

b. Out of Home Care Medical Coordination Services. The Authority shall provide medical staff to support and help coordinate the care of Denver County children in out of home care. Duties shall include:

(i) Identifying special/high risk medical needs cases based upon the available case information, developing medical treatment plans for youths in these cases, and communicating the plans to the out of home placement providers. Additionally, when appropriate, the regular medical provider shall be informed of the information and plan.

(ii) Providing basic medical consultation to DDHS staff or referring the staff to an appropriate medical specialist as needed.

(iii) Providing staff to ensure Medical Passports are compiled for all children entering out of home care in Denver County per child welfare rules.

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

d. The parties agree that they will work collaboratively with other agencies and organizations involved with the care of children at the FCC including but not limited to the Denver Police Department, the District's Attorney's Office and the Denver Children's Advocacy Center. Information will be shared with these agencies and organizations as needed for the timely completion of investigative and protective actions following established policies and procedures concerning release of patient medical information.

e. The parties agree that they will work collaboratively with each other to carry out the work outlined in this document and will assign lead staff from each organization to meet regularly to assure smooth operation of services at the FCC, to problem solve and address issues that interfere with efficient, effective and compassionate care to the children served through the FCC.

f. The parties agree that all staff providing health care services at the FCC shall adhere to the DDHS FCC Policies and Procedures, including all policies and procedures with respect to confidentiality and other operational issues.

g. The parties agree that all staff providing health care services at the FCC shall meet all necessary and appropriate licensing and credentialing requirements.

h. DDHS will provide the space for the medical clinic and associated offices. In addition, DDHS will provide all maintenance and janitorial services required in these areas.

i. DDHS will provide financial support for the provision and maintenance of all utilities (electricity, heat, and air conditioning), telephone, copy machines, fax machines, computers, office supplies, and other administrative support as agreed to by DDHS.

1.2 Payment Mechanism. Subject to Section 1.2(e) below, the City's Department of Human Services will purchase from the Authority the services described in 1.1 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 support provided to this program, in accordance with the City's budget calendar. The Authority agrees to complete an annual time study and have further discussions regarding the improvement of financial reporting and financial analysis.

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;

(ii) The total from (i) will be adjusted downward by the sum of total budgeted revenues.

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 for that fiscal year.

d. The Authority shall invoice the City on a monthly basis for the cost of services provided pursuant to section 1.1, net of any reimbursement received for that month from Medicaid or other sources. In the event that reimbursement received exceeds the cost of service for that month, the overage will be carried forward to the next month to fund the FCC related service. In the event that a surplus exists at the end of a fiscal year, the surplus will be carried forward to the next fiscal year to fund necessary FCC related services. If this service is discontinued, any surplus existing at the time of the discontinuance will be returned to the City.

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.

The City and the Authority agree that the annual estimated payment for services as shown in B-2 1.1 a. (i), B-2 1.1. a. (ii), and B-2 1.1. b for Fiscal Year 2012 is \$284,855. In addition, the City shall pay estimated amount of \$86,245 for the services described in paragraph B-2 1.1.a. (iii). Budget line items within B-2 may be modified by the written approval of the Manager of the Denver Department of Human Services as long as no budget line item modification causes the budget amount in B-2 to exceed the total payment amount for B-2. The total payment amount for B-2 services in Fiscal Year 2012 shall not exceed \$371,100. The calculation is shown on page B-2-6.

However, the City reserves the right to reduce the amount to be paid and the services to be provided during 2012 based on declining residential census, reductions in census driven revenue generation, and changes in service needs. Any such reductions during the contract year would not exceed 25% of the total medical contract, and would apply only to medical services provided by Denver Health to the Residential Treatment Facility, and not to the child abuse and neglect intake medical services provided by the Denver Health medical team. If this reduction becomes necessary, the City will provide ninety days' notice before reductions are implemented; this 90 day period would begin after a meeting of the DHS Managers of Youth and Community Support Services and the Family Crisis Center, and Denver Health Director of medical services at the FCC and the Director of General Pediatrics.

- f. The Authority will bill third party payors on behalf of the FCC.

1.3 Specific Time Frame for Performance. Clinical Services provided to the FCC are a non-core service as defined in the Operating Agreement. The service will be part of the annual operating contract for services between the City and the Authority.

1.4 Performance Criteria.

- a. Examination of Children in Shelter Placement.

- (i) All children in residence at the FCC will be examined at the FCC, Monday through Friday, by a consistent team of medical practitioners with expertise in the field of child abuse and neglect. The medical staff will also provide episodic care for these children as needed.
- (ii) All children placed in out of home care by DDHS for abuse and neglect will be examined as soon as possible at the FCC, Monday through Friday, by a consistent team of medical practitioners with expertise in the field of child abuse and neglect.
- (iii) Emergency, after hours assessments will be performed as needed by the physicians at the Denver Emergency Center for Children or Emergency Department 24 hours/day, 7 days/week.

- b. Child Abuse and Neglect Consultation

- (i) Medical evaluations for purposes of assessing child abuse or neglect will be performed upon the request of Human Services at pre-established locations agreed upon by both parties. These evaluations will be performed within time frames established by program administrators from Human Services and the Authority. These time frames will include a plan for responding to urgent requests.

- (ii) Results of all medical assessments of possible abuse/neglect will be communicated to the referring social worker from Human Services at the completion of the exam in order that decisions about protective action may be made in a timely manner.
- (iii) Any disagreement between medical staff assigned under this contract and Human Services' staff regarding the need for a medical assessment, will be addressed at the monthly meeting of the FCC management team, which has representatives from the Authority, DHS, law enforcement, and the DA's office.

c. Court Testimony. Medical staff assigned under this contract will provide expert court testimony at the request of the District Attorney, City Attorney or Department of Human Services in regard to children evaluated by the medical staff. This includes the expectation that the experts will make themselves available to the legal staff of the District Attorney's office and the City Attorney's office to discuss testimony and to prepare for trial or other contested hearings. The expert will also need to testify in trials, termination hearings or other contested matters. The expert will accept subpoenas from the City Attorneys by fax and will sign waivers of personal services as needed.

**Denver Health and Hospital Authority: Family Crisis
Year 2012 Budget Final**

| Cost Center | Personnel | Supplies & Services | Capital | Other Funding Source | TOTAL |
|----------------------------|----------------|---------------------|----------|----------------------|----------------|
| Family Crisis | 676,917 | 7,084 | - | (312,901) | 371,100 |
| TOTAL Family Crisis | 676,917 | 7,084 | - | (312,901) | 371,100 |

B-3 Expert Witnesses – added to miscellaneous services in Appendix B-11

B-4 Center for Occupational Safety and Health (COSH)

1.1 Occupational Health & Safety Services:

a. Statement of Purpose: The goal of the City's Workers' Compensation program is to provide high quality medical care to its injured workers in an efficient, cost-effective manner, enabling employees to recover from their injury and return to work as soon as medically reasonable. It is also the City's goal to provide quality medical care for other employment-related medical services.

b. Partnership: In partnership with the City, the Authority shall manage the Denver Health portion of the Occupational Health Services for the City, which is a critical part of the City's workers' compensation program and employment-related medical programs. The City has set a goal of reducing its workers' compensation costs by 10% in 2012. The partnership between the City and the Authority to achieve this goal will allow each partner to share in the medical cost savings realized by this joint effort.

c. Workers' Compensation Services. The Authority shall, when chosen by the injured worker:

(i). Provide initial evaluations of occupational injuries or diseases and infectious and toxic exposures for all City employees, except (a) for employees treated in a pilot program, and (b) in conflict of interest cases. The initial evaluation report shall include a complete and thorough, unbiased history and systems review with regard to causation, which is defined as whether the mechanism of injury is consistent with the reported accident, exposure, or job duties of the City employee. The report of each evaluation shall include time-defined, goal-oriented medical care and treatment plans that return the employee to work as soon as medically reasonable.

The initial evaluation shall contain a specific statement addressing the physician's opinion on causality. In this statement of causality, the physician shall explain the link between the mechanism of injury, the patient's complaints and the work duties of the patient with a reasonable degree of a medical probability as required by Colorado state law. If further information such as a description of work duties, witness statements, etc. is required to evaluate causality, the physician will indicate this in his/her statement of causality. The physician will readdress causality in the 45 day report.

(ii). Manage the medical care provided by all physicians by whom treatment is provided to City employees, whether these services are directed (a) by the Center for Occupational Safety and Health (COSH), or (b) by a physician, clinic or provider to whom the employee has been referred by the COSH.

(iii). Communicate effectively with all persons in the City with whom communication is necessary for the management of its employees, including but not limited to the Risk Management Office, the City Attorney's Office, and managers and supervisors of the various agencies and departments.

(iv). The management of the list of Specialist Consultants will follow the guidelines as per the City Ordinance that is current at the time. In non-emergent situations, when the Primary Care Physician at the Authority believes that the best interests of the City employee will be met only by utilizing a Consult Specialist not on the Level II Provider list, a written request of medical necessity is required. The submission of a written request of medical necessity by the Primary Care Physician at the Authority to the City does not presume approval by the City. Authorization must be granted by the City for this referral.

d. Non-Workers' Compensation Services. The Authority shall:

(i) Provide non-workers' compensation-related medical services as requested by the City, including but not limited to post conditional job offer and fitness for duty evaluations and employee health evaluations, administer programs for hearing conservation, selected aspects of infection control, immunization, respirator clearance, special medical surveillance, and assessments for exposure to lead and asbestos as identified on page B-4-12.

(ii) Provide drug and alcohol testing services described in Section 1.3 as requested by the City.

(iii) Selection of Workers' Compensation Designated Authorized Treating Physician:

(1) Should an injured employee provide appropriate notice to the City of either initial selection of, or change in the selection of, a designated authorized provider to a provider other than the Authority, and thereafter the Authority is notified by the City of the selection, the Authority shall (within seven calendar days from receipt of the City's notice) make available to the newly designated provider all pre-employment information as well as any previous work related medical records. If a change occurs, at the time of the initial visit with the newly authorized treating physician (other than the Authority) the relationship between the Authority and the employee shall be terminated.

(2) Should an injured employee provide appropriate notice to the City of initial selection of, or change in the selection of, the Authority the newly designated authorized provider, and thereafter the Authority is notified by the City of the selection, the Authority shall promptly proceed to provide Workers' Compensation services to the injured employee and related services to the City in accordance with the provision of this Section 1.1.

e. Quality of Service: All medical services, including written reports resulting from post-conditional job offer and fitness for duty evaluations shall comply with applicable federal, state, and local law, including the Americans with Disabilities Act. Reports shall be completed and returned within five (5) working days of evaluations, provided all pertinent medical records have been received, but in no instance more than 10 working days following the evaluation. If records have not been received within 10 working days following the evaluation, the report will so indicate and state that the evaluation cannot be completed.

f. Releases: The Authority shall provide a written release to all claimants, employees, or candidates consistent with applicable state and federal requirements. Once it has obtained a fully executed release, the Authority shall immediately forward all work related medical information in its possession to the City. If additional records are required for medical treatment purposes by COSH, it will obtain a medical release. If the City requires additional medical records, it will obtain an additional release.

g. Fees for Service: All such medical services, including written reports resulting from post-conditional job offer and fitness for duty evaluations, shall be provided at the fee agreed upon for each such service, reflected in the attached schedule, and no additional charges for transcription costs, personnel costs, administrative costs, and other such costs shall be billed to the City. This does not prevent the City from purchasing these services from other vendors.

h. Pilots: As long as there is no conflict with existing law, the City intends to explore alternatives in occupational medicine and cost containment through the implementation of pilot programs with other occupational clinics. The goal of these pilots is to identify best practices and improve the quality of the City's program. The Authority is not responsible for medical oversight or management of claims provided in the pilot programs.

i. Notice to Terminate: Either party shall provide 120 days written notice to cancel the workers' compensation services provided pursuant to the operating agreement.

j. Definitions:

(i). "Workers' Compensation encounter", as used in this Appendix, shall mean an initial appointment, follow-up, or contact at or with the COSH or other Authority facility directly relating to the work-related injury, disease, or exposure.

(ii). "Non-Workers' Compensation encounter", as used in this Appendix, shall mean medical service provided to a City employee relating to employment but not arising out of a work-related injury or disease.

(iii). "Occupational Health Services", as used in this Appendix, means Workers' Compensation and Non-Workers' Compensation services.

1.2 Specific Time Frame for Performance: Occupational Health Services provided at the Authority for City employees are a non-core service as defined in the Operating Agreement. The service will be part of the annual operating contract for services between the City and the Authority.

1.3 Drug and Alcohol Testing: Pre-employment, random, post-accident, reasonable suspicion, return-to-duty, and follow-up testing will be performed for employees as required by the U.S. Department of Transportation or Executive Order 94 and §8-42-112.5, C.R.S., as amended. The determination of whether to use the procedures, standards and requirements under state and local law (Executive Order 94 and §8-42-112.5, C.R.S.) or federal law (U.S. Department of Transportation rules and regulations) shall be made by the City and shall be elected by the City at the time the

request for testing is made for the particular employee. The City will generate the lists of employees for random drug testing and refer these employees to the Authority or another provider for testing.

a. All Authority personnel handling the City alcohol or drug-testing program under the Department of Transportation (DOT) rules and regulations, including but not limited to, sample collectors and medical review officers, shall be trained in accordance with the DOT regulations.

b. Specifically, all breath collection, urine collection personnel, and medical review officers shall complete their initial, refresher, and any required error response training as set forth in 49 C.F.R., Part 40, before working on any City employees' DOT samples. Each DHHA employee required to attend the training shall maintain documentation evidencing completion of the training and have it immediately available for inspection.

c. All breath collection, urine collection, and personnel and medical review officers shall comply with and follow all DOT rules and regulations regarding CDL alcohol or drug testing for the City. The results of alcohol or drug testing conducted in connection with an alleged work-related accident shall be provided to the City immediately without a release provided this complies with federal and state law and a sample is preserved and made available to the worker for purposes of a second test pursuant to §8-42-112.5, C.R.S.

d. Prior to verifying a positive, adulterated, substituted, or invalid test result, medical review officers, shall contact the person who provided the sample as required by the U.S. Department of Transportation and set forth in 49 C.F.R., Part 40, Subpart G, but not longer than 48 hours, after notification of the test result. Medical review officers shall make at least three attempts to contact the sample provider over the first 24-hour period and must use the designated employer representative if needed to bring about this contact. Once contact has been made or it has been determined that contact is futile, medical review officers shall verify the test results as soon as possible, but not to exceed ten days from the date of test result notification.

e. The Authority shall pay directly, or reimburse the City, for any fines levied against the City by the U.S. Department of Transportation that are the result of the Authority's failure to meet the performance criteria established in this Section 1.3, or the Authority's failure to meet any DOT rules and regulations.

f. Where drug or alcohol tests are performed in workers' compensation cases, the Authority shall collect and maintain a split sample of urine collected from the employee for purposes of the test. The split sample shall be made available to the employee or his/her representative for testing at the employee's expense pursuant to § 8-42-112.5(1), C.R.S. The Authority shall maintain split samples as per DOT rules and regulations. In the instance of a workers' compensation claim by a City employee, the authority shall maintain split samples up to three hundred sixty-five (365) calendar days following the date of collection.

1.4 Workers' Compensation Managed Medical Care, Evaluations, and Treatment.

a. Best Practice: In addition to the requirements described herein, managed care services shall mean “Managed Care” as defined in the Workers’ Compensation Act of Colorado, Articles 40 to 47, Title 8, Colorado Revised Statutes and the rules promulgated pursuant thereto (Act). “Case Management” as defined in the Act shall be provided by the City, if it so chooses. Recognizing that managed care is an industry best practice, the Authority shall medically manage all workers’ compensation cases utilizing standards that include the assessment and preparation of a Progress Report as follows:

(i). Initial Report/Memo: Except in first aid injuries defined in b(iii) (2) of this section 1.4, every claim for a new injury or occupational disease shall contain an initial narrative dictated report/memo by the initial evaluating physician. The initial report/memo shall address all elements of the Progress Report contained below.

(ii). Progress Report: Beginning January 1, 2005, each new case shall be reviewed in its entirety not less than every 45 days. Each such review shall be memorialized by a “Progress Report” to the medical file setting forth all new medical and personal information gathered from the patient and/or from therapists, physicians, and other health care providers. The memo shall address the following:

(1). For every case, for each diagnosis and for each area of the body undergoing treatment, there shall be a statement considering and evaluating the causal relationship between the diagnosis and the need for treatment as it relates to the work-related injury or disease.

(2). In every case, an initial treating physician shall take a detailed history with respect to each diagnosis regarding any and all preexisting conditions that may impact the patient’s recovery and that have or may combine with or contribute to the patient’s symptomatology. In each instance where preexisting conditions are present an Initial Report described in subparagraph 1.4a. (i) shall include a reasonable assessment of the relative responsibility for current symptoms between preexisting conditions and the work-related injury or occupational disease to establish a baseline of causation.

(3). The detailed history shall be in a format and on a form, “Patient Initial Workers’ Compensation Injury Questionnaire” (PIWCIQ) approved by the City and shall be automatically transmitted to the Workers’ Compensation Unit (“WCU”) with each injury or occupational disease along with the “Employee Work Injury Report”.

(4). All inconsistencies in the subjective complaints and the objective medical evidence of the patient shall be documented in the Progress Report and evaluated as it relates to the employee’s complaints and the need for additional treatment.

(5). The physician shall assess and report in the Progress Report whether current medical efforts are consistent with the Workers’ Compensation Medical Treatment Guidelines and whether the patient is improving, and whether current treatment should be continued and for how long.

(6). The Progress Report shall also contain a projection of the care and treatment to be provided for the next 45 days with a statement of goals, which goals shall be reviewed at the time of the next file review.

(7). The Progress Report shall further indicate whether the goals identified in the last memo were met, and shall state and consider all treatment options, the efficiency of said options available to the patient, and shall evaluate future treatment based upon the patient's response as well as the cost effectiveness of treatment.

(8). In all cases in which the COSH provider has made a referral to a specialist, the COSH provider must obtain the specialist's report, provide a copy to the WCU, and have such report available at the time of any follow-up appointment at the COSH with the injured employee and at the time of the review. All such reports shall be provided to the WCU within five (5) business days unless otherwise required herein.

(9). For cases referred to consultant specialists prior to January 1, 2005, the City will notify the COSH of the cases that require progress reports. The COSH will modify its agreements with the consultant specialist that will include a requirement that they prepare progress reports as established in this Appendix. The COSH will review the progress reports, provide the report to the WCU and advise the adjuster on its recommendations based on the progress report.

(iii). Delivery of Progress Report: The Progress Report shall be provided to the City's Risk Management Office within five (5) business days of each mandatory review.

(iv). Treatment Plan: In those cases in which the COSH retains the function of primary care/authorized treating physician without any physician referrals outside of the COSH and in all other cases in which the Authority is acting as a gatekeeper, a time-defined, goal oriented initial treatment plan in accordance with treatment guidelines and acceptable practice standards shall be included as part of an initial medical narrative report referred to in section 1.4(a) (i) above. The plan must include an estimated date of maximum medical improvement (MMI) as the term is defined under the Act. The plan must be reevaluated and reported in the method required for the initial plan until MMI is obtained. If a referral to a specialist physician has been made or diagnostic testing done, the initial treatment plan and all reviews shall contain information on how the specialist treatment or diagnostic testing will effect treatment. COSH staff will meet with the City nursing program manager every forty-five (45) days to review treatment plan effectiveness.

It is recognized that the Authority does not relinquish its responsibility as gatekeeper, for injured employees who have chosen the Authority as their designated provider, by referring a City employee to a Specialist.

The City reserves the right to request an explanation of medical necessity for any care not deemed reasonable and necessary, or related to the injury or consistent with the Treatment Guidelines from the Primary Care physician at the Authority as outlined in Section 1.4.a.(ii)(8).

(v) At the City's discretion a random audit of any initial reports, progress reports, 45-day progress reports and treatment plans may be performed. These audits will consist of 10% of the number of reports prepared in the previous month. This audit will evaluate for correct format as per the operating Agreement Appendix B-4, Section 1.4.a. In addition, evaluation of appropriate follow up of 45-day reports, evaluation of patients for causality in initial reports and adherence to treatment guidelines will be made by auditors. Arrangements for access to those records must be made a month in advance and that access to the records must not disrupt clinical operations. Authority will receive a copy of the auditor's report

b. Operational Procedures and Requirements.

(i). Treatment of Non-Emergency Injuries: For non-emergency injuries reported during regular business hours initial evaluation for all City employees shall be performed the same day the injury is reported. For non-emergency injuries reported at other times, City employees shall receive initial treatment at the Authority's Emergency Department but shall receive any necessary follow-up treatment at the COSH on the next business day during which the COSH is open. COSH will continue to review hours of operation and adjust the hours depending on customer needs.

(ii). Conflict Patients: The parties agree that City employees in the Risk Management Office and the City Attorney's Office who handle workers' compensation claims present a conflict of interest and will be treated by medical staff outside of the Authority system.

(iii). Physician and Physician Extender Requirements / Reporting: All COSH providers shall meet the following criteria:

(1). All physicians associated with or treating employees through the COSH shall be level II accredited by the State of Colorado Division of Workers' Compensation (DOWC). All physicians employed by the Authority providing services to injured City employees must be credentialed in accordance with Denver Health Medical staff policy.

(2). All initial evaluations, consultations, treatments, examinations, or visits for injured workers for new dates of injury or in reopening cases shall be performed by a licensed physician as defined by the Act; except that a physician extender may be used in first aid injuries, which are defined as injuries not requiring follow-up treatment, permanent impairment, referral to a specialist or other provider, time off of work, or restrictions or modification in work performance. Regardless of whether a physician or a physician extender has performed the service, a level II accredited physician must complete a DOWC M164 or other document as may be required by the DOWC, along with a dictated narrative report.

(3). In all cases requiring multiple visits, every third visit must be a DOWC level II accredited physician. In all subsequent visits, a physician's report or record of visit must be completed and signed by a DOWC level II accredited physician.

(iv). Records: All records (charts) maintained or received by COSH in connection

with each workers' compensation claim, including but not limited to the dictated medical reports and medical notes, shall be provided to the WCU within five (5) business days of the service by COSH, or receipt from some other source, and all such documents, including the detailed history, shall be maintained in the patient's chart.

(v). Authorization and Notification: All COSH providers shall obtain prior actual authorization for services, including referrals, in all cases involving stress, mental or emotional, psychiatric or psychological issues, secondary employment, questionable course and scope issues, a previously closed claim, aggravations of a previous injury whether on or off the job, occupational exposure claims in any case in which the injury/disease is not normally seen in the workers' compensation arena in the provider's experience, and when required by Rule 16 of the Workers' Compensation Rules of Procedure or the medical treatment guidelines, or as instructed in writing by the City's Director of Risk Management subject to the provisions of C.R.S. 8-43-503(3) which bar an employer or insurer from dictating to any physician the type or duration of treatment or degree of physical impairment. However, pursuant to C.R.S. 8-43-503 (3), nothing in this subsection (3) shall be construed to abrogate any managed care or cost containment measures authorized in articles 40 to 47 of (Title) 8. The OSCARLINK on-line system shall be utilized for medical authorizations and referrals. Leaving a voicemail message is not acceptable as an attempt to obtain authorization. Immediate contact with one of the adjusters, the adjuster workers' compensation supervisor, the medical case manager, or the Director of Risk Management is possible in the vast majority of instances, should OSCARLINK not be available.

(vi). Notice of Contest: In the event that the City files a Notice of Contest on a case initially evaluated and treated at the COSH or other Authority facility, the WCU shall inform the COSH within 24 hours of the filing of a Notice of Contest. The information shall include written instructions regarding any follow-up care. In those instances in which a Notice of Contest has been filed and the City has instructed the COSH to continue treating the employee, the Authority will be paid by the City while such treatment is authorized. The City may choose to discontinue authorizing medical treatment at any time, and will notify the COSH in writing within 24 hours.

(vii). Specific Information Requests: All providers at the COSH and the Authority shall respond to requests from the City for specific information within five (5) business days. Such responses must be typed unless otherwise agreed upon by the requestor.

c. Referral Process.

(i). As the initial designated provider for the City, the COSH shall, in partnership with Risk Management of the City, maintain a list of consultant specialists for referral purposes. The COSH shall enter into a written agreement with each consultant specialist to whom it refers City employees. The City shall be provided with a copy of all agreements and related rules as provided in Denver Revised Municipal Code (DRMC) Section 18.309, which the City must approve. Each agreement shall include the same quality assurance standards and performance criteria that the City requires of the COSH. If in the opinion of the COSH or the City a specialist fails to meet the quality

assurance standards and performance criteria as determined by the COSH and the City's Risk Management Department, the specialist shall be removed from the referral list. Once the COSH removes a consultant specialist from the list, the COSH shall not refer any City employees to that consultant specialist. The list of Specialist Consultants for referral process will follow the City Ordinance that is current at the time.

(ii) All physicians, including those at the COSH, physician extenders, and consultant specialists authorized to treat the City's employees shall render their services consistent with this Agreement, including but not limited to community standards and quality assurance measures in 1.4.a(i); (ii) (1) to (7); (iii); (iv); and b.(iii). It shall be the responsibility of the COSH, except when not acting as the City's designated provider, and the City, individually and jointly, to maintain and enforce all best practice standards and quality assurance measures for all physicians, physician extenders, and consultant specialists. In addition, the Primary Care Physician at the Authority shall be responsible for reviewing all Specialist recommendations for adherence to the Colorado State Medical Treatment Guidelines.

(iii). COSH shall review the performance and adherence to quality standards of any consultant specialist upon request of the City Director of Risk Management.

(iv) COSH shall review the performance and adherence to quality standards of any COSH clinic physician upon request of the City's Director of Risk Management.

(v). In acting as the initial designated provider or seeing an injured employee in the first instance after an emergency room visit, physicians at the COSH shall act as primary care physician/authorized treating physician as those terms are used in the Act. In all instances in which the COSH refers the injured employee to a consultant specialist for treatment and evaluation, that physician must be a DOWC level II accredited physician unless otherwise agreed upon by the City and COSH.

1.5 Reporting.

a. Annual Report: The Authority will provide an annual report by May 1 of the year following the year being reported on, which includes performance statistics for the year just ended and the two previous fiscal years relating to the services provided to the City under this Appendix B-4. The report shall include, but not be limited, the following items for City employees:

Workers' Compensation Encounters:

- Initial visits;
- Follow-up visits;
- Emergency room visits;
- Number of referrals;
- Average time from initial treatment to maximum medical improvement

Non-Workers' Compensation Encounters:

By Agency or Department as identified in Schedule B-4 on page B-4-12;
Other services as requesting in the prior contract year.

b. Performance Criteria Review: As part of the medical management process identified in section 1.4 of this Appendix, the COSH, on an ongoing basis, shall conduct a performance criteria review of the services provided by a consultant specialist as indicated in his/her file for each City employee for whom the physician has an open file based on an COSH referral. The COSH shall provide the completed reviews, including all raw data, to the Risk Management office quarterly at the end of the quarter in which the review was performed.

In addition, the Authority and City will jointly identify and expand the performance statistics measured and provided by the clinic for work related injuries to identify areas of improvement.

c. Other Requested Reports: COSH shall provide such other reports as requested by Risk Management office to quantify services and workloads, evaluate performance, and identify achievement of best practices.

1.6 Enforcement and Compliance.

a. Audit of Workers' Compensation Files: At the City's expense and discretion a quarterly random audit of workers' compensation medical files may be conducted by an independent, outside party to ensure compliance with the requirements of this Appendix, as well as the Act and other governing laws, rules, and regulations. The number of files reviewed should be equivalent to the average of new claims filed each week for the previous calendar year. A checklist of requirements based upon this Appendix and the requirements under the Act shall be developed by the City. If the auditor needs access to charts held by the Authority, arrangements for access to those records must be made a month in advance and that access to the records must not disrupt clinical operations. The results of these audits will assist the City in determining the level of quality in the services it is purchasing from the Authority under this appendix and to what extent the Authority has acted in partnership with the City to reduce the overall costs of the City's workers' compensation program while providing City employees with the high quality medical care.

1.7 Payment Mechanism: To the extent City employees receive services described in section 1.1 of this Appendix from the Authority, payment for said services shall be as follows:

a. Workers' Compensation Payments: For patient encounters classified as "workers' compensation encounters", as defined herein, the Authority shall charge the City based only upon the fee schedule defined in the State of Colorado Workers' Compensation Act, which shall include all costs of providing services, including but not limited to transcription costs, overhead, personnel, administrative cost, and other such costs. The City shall reimburse the Authority at 90% of the fee schedule. The Authority shall submit individual patient bills to the Risk Management Office or other designated location.

(i). All bills for service by the Authority shall be submitted to the WCU within

sixty (60) days immediately following the service and must have attached to them a copy of the supporting documentation of service, including a report of service, copies of all diagnostic procedures and results, and any other supporting documentation. All bills must be on forms and contain all information required pursuant to the Act. All bills for services rendered prior to October 1 must be submitted on or before December 31 of the same fiscal year or the City will not pay them. The Authority may request the Director of Risk Management for an exception to this requirement, which the Director may grant upon a showing of good cause.

(ii). Savings Sharing: The intent of the City is to effectively manage the medical components of its workers' compensation program and provide high quality medical care to its employees in the most cost effective manner. To achieve its stated goal for 2012 of reducing its workers' compensation costs by 10%, the City will implement an incentive program to share savings resulting from COSH's skilled medical management and case coordination and oversight, subject to annual appropriation, payable in the following City fiscal year. Based on the estimated cost for 2011 a 10% savings will be approximately \$450,942.

(a). For the purpose of determining the savings to be shared with the Authority pursuant to the section 1.7(b)(ii) (the "Shared Amount"):

(1). The "target average cost per claim" shall be determined annually and stated in this section. The calculation shall (a) first exclude any workers' compensation claim over \$100,000 in a given year, and then (b) average the costs of all remaining claims over the base period. For 2012:

The base period is 2006-2010

The inflation factor is 3.5%

The target average cost per claim is \$2,936

For 2012, the actual average cost per claim shall be compared to the target average cost per claim.

(2). "Cost savings" shall be determined by comparing the actual total medical cost for 2012 with the actual total medical cost for 2011, excluding any savings realized through any Pilot programs pursuant to Section 1.1.h. of this Appendix.

(3). The determination of average cost per claim and cost savings will be determined by mutual agreement of the City's Risk Management Office and the Authority.

(b). The Shared Amount shall be determined as follows:

(1). If the Cost Savings are less than the 10% goal, the Shared Amount shall be 20% of the incremental Cost Savings.

(2). If the 2012 actual Average Cost Per Claim is (a) less than the target Average Cost Per Claim and (b) the Cost Savings are equal to or greater than the 10% goal, the Shared Amount shall be 20% of the incremental Cost Savings equal to or greater than the 10% goal plus 20% of the Cost Savings below the 10% goal.

(c). The City shall pay the Shared Amount of savings no later than June 1, 2013.

b. Non-Workers' Compensation Payments: The Authority shall prepare a schedule of non-workers' compensation fees and deliver to the City's Risk Management Office, according to the City's budget calendar. For patient encounters classified as non-workers' compensation encounters, as defined herein, the Authority shall charge the City based on the schedule of fees for services attached, Schedule B-4 on page B-4-12..

(i). The Authority shall submit a bill to the City's Risk Management office within 30 days after the first business day of the month for non-workers' compensation services provided the prior month. Each invoice must be accompanied by a report breaking down the encounter and itemizing services provided by the name of employee or applicant, date of service, service type, and identifying department or agency utilizing services for the month just completed. Upon receipt and review of each monthly invoice, the City will authorize payment, subject to resolution of any disputes over the invoice.

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

Denver Health and Hospital Authority

**OHSC 2012
FEE SCHEDULE FOR NON-WORKERS' COMPENSATION SERVICES**

Description of Service

| |
|---------------------------------|
| 2012 Per Service Fee |
|---------------------------------|

PHYSICAL EXAMS

| | |
|--|-----------|
| Post Conditional Job Offer Physicals | \$ 131.00 |
| Senior Utility Workers - Post Conditional Job Offer Physical with Range of Motion..... | \$ 190.00 |
| Pre-employment PT/OT Exam | \$ 90.00 |
| Civil Svc Post Cond Job Offer Physical with Range of Motion (includes CBC and Metabolic panel) - Police/Fire Cadets | \$ 249.00 |
| DOT Physicals (renewals) | \$ 80.00 |
| DOT Physicals (new) with drug screen | \$ 269.00 |
| DOT drug screens | \$ 180.00 |
| Retirement physicals | \$ 175.00 |
| Hazmat physicals (includes CBC, Metabolic Panel, Lipid)..... | \$ 265.00 |
| Respirator use Medical Exam / Hazmat Exposure Physical Exam | \$ 106.00 |
| Medical Review of OSHA Questionnaire | \$ 53.00 |
| Fit for Duty | \$ 120.00 |
| OTHER SERVICES | |
| Established visit - Level II (non-job related) | \$ 139.00 |
| Established visit - Level III (non-job related) | \$ 190.00 |
| DPD Firing Range Surveillance Exam (includes Audio, CBC w/DIFF, BUN, Creatinine, Blood Lead, ZPP) | \$ 262.00 |
| Lead Exposure Exam (includes Blood Lead, ZPP, CBC w/DIFF, BUN, Creatinine) | \$ 247.00 |
| Breath alcohol test | \$ 27.00 |
| Hearing screening | \$ 31.00 |
| Vision test | \$ 25.00 |
| Occupational Health Provider (Time Charged Per Hour) | \$ 125.00 |
| Respirator Fit Test Qualitative | \$ 52.00 |
| Respirator Use Training | \$ 31.00 |
| Respirator Training & Qualitative Fit Testing Combined | \$ 71.00 |
| Initial Exposure Exam | \$ 160.00 |
| Follow-up Exposure Exam | \$ 62.00 |
| Requested drug screen (XO 94) | \$ 180.00 |
| IMMUNIZATIONS | |
| Hep B Shot (per injection) | \$ 78.00 |
| Flu Shot | \$ 25.00 |
| PPD | \$ 25.00 |
| Two Step PPD | \$ 30.00 |
| MMR Vaccine | \$ 80.00 |
| Rapid Drug Screen | \$ 35.00 |
| Combined Post Offer & DOT Physical | \$ 179.00 |
| Impairment Exam By Treating Physician Per rule 18 Fee Schedule, DOWC | \$ 355.00 |
| Hazmat Medical Review | \$ 57.00 |
| Disability Retirement (Without Physical). | \$ 57.00 |
| Disability Retirement Physical | \$ 180.00 |
| Notables: | |
| 1) Other services/ procedures will be provided as medically required and will be billed by applying the appropriate cost to charge ratio to the current hospital charge for that service or on an agreed upon price. | |
| 2) Drug screen cost does not include medical record (MRO) services. These are billed at Occupational the OHSC MRO provider rate | |
| 3) 2012 Fee for Service - Volume sensitivity model based on competitive pricing, using year to date COSH volume. | |

B-5 Acute and Chronic Health Care at Denver County Jail and Downtown Detention Center

1.1 Provision of Medical Services:

a. Scope of Services. The Authority shall oversee and provide the City with onsite medical services at the Denver County Jail and Downtown Detention Center (“DDC”), including physical examination, dental examination and x-ray (dental x-ray only at DDC), pharmacy, TB screening program, first aid for jail employees, inmates, and visitors, behavioral health care, mental health assessments, radiology (radiology only at DDC), long term intravenous antibiotics (only at DDC), medical oversight of negative air rooms (only at DDC), wound vacs (only at DDC), and EKGs. All acute and chronic medical care as appropriate, dental and mental health services will meet the National Commission on Correctional Health Care (“NCCHC”) standards and American Correctional Association (“ACA”) standards through certification or audit by the City and maintain accreditation.

(i) The Authority will be responsible for issuing all prescriptions and will be open for inspection as requested by the City and the State Board of Pharmacy.

(ii) As set forth in Appendix A-6, the Authority shall be responsible for the development, implementation and ongoing maintenance of a Correctional Care System and Utilization Management Program specific for the Denver City and County offender population, the components of which shall be an Utilization Management Program, with a mission statement, goals and objectives, scope, structure and accountability, medical management process and activities, role of the UM committee and other components as agreed to between the City and the Authority. The UM Program shall also be applied at DDC and the County Jail.

(iii). The Authority shall provide nursing and physician staff as required to meet NCCHC standards which require a written staffing plan to assure that a sufficient number of qualified health personnel of varying types is available to provide adequate evaluation and treatment consistent with contemporary standards of care. The Authority shall review this staffing plan annually. Current staffing will be maintained unless changes are agreed upon in writing by both the City and the Authority.

One physician and one psychiatrist shall be on call twenty-four hours per day, 365 days per year, to answer medical and psychiatric questions related to inmate care. Onsite physician coverage shall be provided at least five (5) days per week, every week at DDC and three (3) days per week at DCJ with hours as appropriate. Scheduling for these onsite visits will take into consideration a time period that does not interfere with other jail activities and is consistent every day. The physician will stay onsite until the inmate referrals are evaluated and treated, and physician charting is completed.

The Authority shall provide qualified medical records staff to operate and maintain a medical records department and pharmacy staff to operate an onsite pharmacy service.

The Authority shall provide a Nurse Manager position or its

equivalent to oversee nursing functions at the County Jail and at DDC.

b. The Authority and the City agree that as it pertains to the areas located at the Denver County Jail, including the DDC, the Denver Health staff located there will be the primary response team for medical emergencies. However, the emergency 911 system shall be the primary response team for medical emergencies occurring in the DDC DUI room, at the courthouse, and in the adjoining tunnel between the DDC and the courthouse.

c. The City and the Authority agree to study the feasibility of billing for services at the jail and at the DDC.

1.2 Authority of the Director of Corrections and Undersheriff.

a. The Director of Corrections and Undersheriff is the official City Representative for Appendix B-5 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.

b. All personnel are under the jurisdiction of the Sheriff's Department while onsite at the Denver County Jail ("DCJ") and the DDC for security and security training purposes, but not health procedures. All personnel must comply with security clearance requirements and training of the Sheriff's Department. All personnel must comply with the applicable Denver Sheriff's Department Rules and Regulations regarding security.

1.3 Integration of Psychologist Services:

a. The City currently employs psychologists and other staff classified as diversion and criminal justice officers, in its jail system who provide psychology services to City prisoners, herein referred to as "Psychology Staff".

b. The City and the Authority wish to increase the integration of these Psychology Staff with other jail medical services under the medical supervision and medical oversight of the Authority.

c. The City and the Authority will work together to initiate a behavioral health management team, composed of representatives from psychiatry, medical, psychology, security and classification divisions, who will staff difficult inmates and generate plans to help manage disruptive inmate behaviors.

d. The City and the Authority will integrate staff functions so that the Psychology Staff and Authority staff work as one unified team for the purpose of identifying and intervening in suicide and mental health-related crises.

e. The City and the Authority will initiate a system of documentation and record keeping as follows:

(i) Appropriate and integrated policies and procedures will be developed

consistent with this system.

(ii) A unified health care record will be created which will include all of the psychologists' notes as well as the Authority's records.

f. The City and the Authority will develop a holistic treatment model that incorporates the skills of a variety of mental health disciplines, in order to reduce the extent of maintenance functions now provided by psychiatrists, if feasible, increase methods of inmate health supervision, and provide a range of treatment approaches that can be used effectively with inmates.

g. The City and the Authority will design, review and implement programs that are aimed at inmate re-integration to the community.

h. The existing City Psychology Staff will remain City employees and the following provisions will apply to them:

(i) Supervision of Psychology Staff .

A. The City and the Authority acknowledge and agree that each City psychologist shall be under the direct supervision and direction of whomever Authority management designates as the appropriate supervisor, whether a City Employee or an Authority Employee. The Authority shall be responsible for ensuring that all City psychologists are supervised in a manner which is fully consistent and in conformance with the Career Service Authority system. The Authority shall have the right to require each City Employee to fully comply with the Authority standards of performance so long as such compliance is consistent and in conformance with the Career Service Authority system. However, the Authority shall have the right to take any adverse action against a City Employee which constitutes discipline, including, but not limited to verbal or written reprimands, disciplinary suspension, dismissal, disqualification, and involuntary termination under the Career Service Authority system, only upon prior approval by the City.

B. The City and the Authority shall cooperate and use their best efforts in achieving a consistent application of the Career Service Rules by supervisors to all City Psychology Staff .

C. The supervisor designated by the Authority for City Psychology Staff shall have the right to determine eligibility and the amount of merit increases, promotions and demotions for such psychologists in accordance with Career Service Rules but only with the prior approval of the City.

D. The Authority shall have the right to establish work schedules, including overtime and standby schedules, and the granting of leaves as set forth in Career Service Authority Rules, for City Psychology Staff in accordance with Career Service Rules.

(iii) (ii) No Discrimination Against City Psychology Staff . The Authority shall not discriminate against any City psychologist on the basis of City employment status. Grievances and Appeals Involving Psychology Staff .

A. If a grievance is filed by Psychology Staff under the Career Service Authority system, the Authority will accept resolution of such grievance according to Career Service Rules as to the Psychology Staff t. The Authority will have the right to fully participate in such proceedings.

B. If a member of the Psychology Staff appeals the outcome of a grievance to the Hearings Officer, or appeals the decision of the Hearings Officer to the Career

Service Authority Board, or requests judicial review of a decision of the Career Service Authority Board or proceeds to bring any claim against the Authority with any state or federal agency or court, the City will defend against such claim on its own behalf and on behalf of the Authority. The Authority will accept resolutions of such appeals and any judicial review of such appeals according to Career Service Rules. If the Authority has legal defenses that are different from or in addition to the defenses available to the City, as determined by the Authority, the Authority will have the right to enter an appearance or otherwise participate fully in such proceeding at its own cost.

C. All costs of any such grievance proceedings and appeals of any kind shall be at the expense of the City using City staff and not outside counsel. The direct costs of the Authority's participation shall be borne by the Authority.

(iv) Supervisor Training.

A. The City agrees to provide training to those Authority supervisors who supervise Psychology Staff regarding the Career Service Authority system concerning grievances, appeals, corrective/disciplinary actions and other matters affecting conditions of employment.

(v) Job Descriptions and Appraisal.

A. The Authority Employees who are supervisors shall (with prior approval of the City), propose and complete job descriptions, performance appraisals, performance evaluations, or similar obligations for Psychology Staff within a timely manner as required by Career Service Rules. The City shall provide, as may be requested from time to time by the Authority, training and consultation services relating to these matters to the Authority Employee supervisors who supervise Psychology Staff .

(vi) Other Services for City Psychologists. The City will continue to perform all administrative and other functions related to employment of the Psychology Staff and shall be the final decision maker on all employment matters.

(vii) Equal Employment/Affirmative Action.

A. With respect to all Psychology Staff, the Authority shall comply with the City's rules, policies and procedures concerning equal employment, affirmative action, sexual harassment and nondiscrimination.

i. Should any Psychology Staff vacancies exist, those vacancies shall be filled by Authority employees and not Psychology Staff.

j. Either the City or the Authority may terminate this section with 60 days written notice to the other.

1.4 Fees and Payment Mechanism.

a. The City shall pay to the Authority an estimated amount of \$9,542,300 for the 2012 Fiscal Year, payable in advance in accordance with the progress of this work as fully documented by the Authority's quarterly invoice. The calculation is shown on the attached table. Amounts paid for services provided in each fiscal year shall be reconciled and adjustments to the amounts to be paid shall be made as described in Section 1.3 b(ii) C and D, below. All invoices to the City shall be delivered to the Undersheriff or his designee. All invoices shall reflect the services to be provided and costs to be incurred during the invoice period and shall be due and payable within thirty (30) days of their receipt. All payments by the City to the Authority pursuant to this Agreement shall be delivered to the Authority addressed as follows: Denver Health and Hospital Authority, Attn. Treasurer, 660 Bannock Street, Denver, Colorado 80204.

b. The City will purchase from the Authority the Sheriff's Medical Services as defined in this Agreement. The amount to be purchased will be in accordance with the following formula:

(i) The Authority shall prepare in accordance with the City's budget calendar an expenditure budget request for Sheriff's Medical Services for the then upcoming fiscal year.

(ii) The estimated amount of City payment for the next fiscal year will be calculated as follows:

A. The sum of total budgeted expenditures.

B. The dollar amount resulting from the calculations pursuant to this section 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. Additionally, any collections received by the Authority, net of the collection agency fee, from or on behalf of any prisoners for which charges have been included in the quarterly report, will be deducted from the amount due the Authority. The Authority will make any adjustment resulting from this calculation to the subsequent quarter's invoice.

C. 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.

D. 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 coverage. Subject to the section below, any shortfall in funding will be reimbursed by the City by June 1. Any overage will be returned to the City by June 1 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 requested appropriation for the Authority's services pursuant to this agreement 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 by the City.

e. The Authority and the City shall cooperatively develop an equitable system of assessing and collecting a medical treatment charge from any person in custody who receives medical treatment that is not required by the City.

1.5 Maintenance, Supplies and Equipment:

a. Cleaning and maintenance of the Infirmary will continue to be provided by the Denver Sheriff's Department. The Sheriff's Department will also clean the medical unit and medical exam and administration rooms.

b. Bedding and clothing for infirmary patients will continue to be provided by the Denver Sheriff's Department.

c. The Denver Health and Hospital Authority will provide medical and office supplies necessary for the provision of medical services. The Denver Sheriff's Department will provide medical messages (kites) forms.

d. The Authority may use existing Sheriff Department capital equipment. The Authority or the City may purchase all equipment after January 1, 1997, as approved and paid by the City. The City will retain ownership to this equipment. The Denver Sheriff's Department has provided the Authority with a list of all capital equipment currently assigned to medical services. No later than June 30th of each year, beginning on June 30, 2012, the Authority will complete an annual inventory of equipment and will assume liability for missing equipment if the fault of the Authority. The Authority will be responsible for the maintenance of equipment assigned to medical services. The Authority may use Authority owned equipment in the delivery of inmate medical care.

1.6 Policies and Procedures: Policies for all inmate medical care and requests for inmate medical care shall be documented. Any changes to current policies and procedures shall be approved by the Jail Administrator.

1.7 Reporting Requirements: The Authority shall continue to provide the following reports unless modified by mutual agreement of the parties in the Utilization Management process:

a. Reports and meetings as required by the National Commission on Correctional Health Care and the American Correctional Association;

b. Sheriff's Department Monthly Statistical Report on Medical Activities;

c. Any meetings as deemed necessary by the Jail Administrator or the Health and Hospital Authority.

d. Schedule of health care personnel and specific jail assignments of specific days upon request by the Jail Administrator.

1.8 Ownership, Custody and Access To Records: The Authority shall create and maintain medical records for Denver County Jail and DDC patients. All such medical records shall be created and maintained in accordance with the National Commission on Correctional Health Care (NCCHC) and American Correctional Association (ACA) standards. The City agrees that the medical records will be maintained in an electronic format in a separate jail

medical record system. Additionally, it is understood and agreed that all patient charts, medical files for treatment at Denver City Jail and DDC and other records other than billing, personnel, and time records prepared or utilized by the Authority and its physicians in the course of performing its services under this Agreement are not the property of the Authority or its physicians and shall remain in the custody of the City which shall retain them for at least 10 years, provided however, that the Authority and its physicians shall have full access to such records through the term of this Agreement for the purpose of performing its services hereunder and thereafter, shall continue to have access for the purpose of defending a professional liability action or any audit or claim by an insurer, accreditation organization, governmental agency or other party. Should the City decide to dispose of any such records after ten (10) years, the City shall offer such records to the Authority in writing at least thirty (30) days prior to their destruction. If the Authority accepts such records, they shall become the sole property of the Authority. The medical record can become part of the integrated medical record in the hospital system. Medical records of prisoners of the Denver County Jail and DDC for treatment occurring at Denver Health and Denver Health Medical Center are considered to be the same as any other patient record at Denver Health. The City agrees it does not own any prisoner-patient records or information kept or maintained by Authority health care providers for treatment provided to a prisoner-patient while he or she is not in the custody of the City's Sheriff Department.

For services at the DDC 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 consultation reports for these services shall be the property of the Authority with access for the City's Sheriff Department as provided by law.

The City is responsible for transporting inmate medical records to and from the DDC and the Denver County Jail to ensure the record follows the prisoner to each facility. The City will provide adequate notification as agreed upon by both parties to the Authority health services staff in the jails of prisoners who are scheduled to be transported to another Denver Jail Facility in order to coordinate the transport of the prisoner's medical record. The Authority staff and the City will verify that the medical record of the prisoner is obtained and ready to be transported with the prisoner prior to leaving the original jail setting. The transport of medical records will occur in a secure manner to ensure HIPAA compliance is maintained.

The Authority is responsible for credentialing of all medical personnel providing services under this Agreement. Any records pertaining to credentialing, peer review or similar activities are the property of the Authority.

1.9 Liability and Cooperation.

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

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

**Denver Health and Hospital Authority: Denver Sheriffs
Year 2012 Budget Final**

| | Personnel | Supplies & Services | Capital | TOTAL |
|----------------------|-----------|---------------------|---------|-----------|
| Cost Center Sheriffs | 8,149,680 | 1,392,620 | - | 9,542,300 |
| Sheriffs | 8,149,680 | 1,392,620 | - | 9,542,300 |

B-6 HIV/Aids Drug Reimbursement Option – discontinued.

B-7 Newgenesis Program – discontinued.

B-8 Best Babies Initiative – discontinued.

B-9 Physical and Specialty Examinations for Aid to the Needy and Disabled Determination

1.1 Agreement to Provide Physical and Specialty Examinations for Aid to the Needy and Disabled Determination:

a. The Authority shall provide appointment slots as needed each week for the City's Department of Human Services (DDHS) to schedule physical examination appointments to make determinations for Aid to the Needy and Disabled (AND). Specialty appointments shall be made as determined necessary by the DHHA provider.

1.2 Payment Mechanism. Subject to Section 1.2(b) below, the City shall purchase from the Authority the services described in 1.1(a) at the rate of \$38.00 per examination. The estimated cost of providing these services in 2012 is \$2000.

a. The Authority shall submit monthly invoices to DDHS indicating the names of clients for whom examinations were performed and the number of examinations. DDHS shall pay the Authority for examinations included in each month's invoice at the rate of \$38 per examination.

b. 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 Performance Criteria.

a. The Authority shall provide appointment slots as needed each week for DDHS to schedule physical appointments for AND determinations.

b. The Authority providers conducting the physical appointments shall provide the appropriate documentation regarding AND determination to DDHS in a timely manner.

B-10 Head Start Medical Services

1.1 Agreement to provide medical services to Head Start participants

- a. The Authority will provide certain medical services to City Head Start children.

1.2 Payment Mechanism. Subject to Section 1.2(a) below, the City will purchase from the Authority the services described in 1.1(a) pursuant to a separate agreement between the City and the Authority that describes the rights and obligations of the parties. The parties agree that DHHA shall provide these medical services at cost consistent with the intent of the Operating Agreement.

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

1.3 Specific Time Frame for Performance. Head Start Medical Services is a non-core service as defined in the Operating Agreement.

B-11 Miscellaneous Services

1.1 Agreement to provide additional miscellaneous services

a. Occasionally during the year, the City requires and the Authority agrees to provide additional services, including materials, not specified in this Agreement. The Authority will provide reasonable medical services to the City upon request.

b. (i) In accordance with State statute CRS 18-3-407.5 which requires that the law enforcement agency referring a victim of sexual assault or requesting an examination of a victim of sexual assault pay for any direct cost associated with the collection of forensic evidence from such victims, the City hereby agrees to reimburse the Authority for the costs associated with the collection of forensic evidence of sexual assault victims requested or referred by a City law enforcement agency at the following per exam rates: \$630 for victims and \$210 for suspects, which is the Authority's actual cost.

The City will purchase, prepare, and provide the evidence kits to the Authority. The completed forensic evidence kit will be transported, using proper chain of custody procedures, to the Police Headquarters building.

The City will reimburse the Authority a maximum of \$6,000 annually for the cost of registration and travel expenses for the training of new SANE program nurses. Requests for training must be submitted for approval at least four weeks in advance for any out-of-state travel and a minimum of two weeks in advance for in-state travel. An identified benefit to the Denver Police Department SANE Program must be included in the training request. Reimbursement for travel-related expenses will be subject to Denver Police Department and/or General Services Administration rates for reimbursement.

(ii) The Authority's SANE program nurses will collect and preserve forensic evidence and document the findings of victims of sexual assault. The SANE Program nurses will also conduct evidentiary exams of suspects in sexual assault cases in accordance with established protocol.

The Authority will bill the Denver Police Department on a monthly basis for exams. The invoice must contain all of the following information: date of exam, delineation of victim/suspect, last name and first name initial, medical record number, encounter number, city/county designation, CAD #, General Offense (GO) # and cost. The Authority agrees to provide this service without charge to the victim.

The Authority will be responsible for all training and travel costs above the \$6,000 annual cost for new SANE program nurses reimbursed by the City.

(iii) The Authority will present an annual accounting of costs of the program by the end

of January of the following year. Requests for rate increases must be submitted to the City at least sixty days prior to anticipated date of the rate increase and must be accompanied by supporting documentation.

c. The Authority agrees to provide expert witnesses to the City upon request for purposes of testifying in court and or other formal hearings involving the City.

d. The Authority agrees to provide psychological competency examinations and reports as requested by the County Court. These examinations shall be performed for a per report fee of \$500.00.

e. The Authority will perform legal blood alcohol draws for individuals brought to the Authority Emergency Department by Denver law enforcement. The Authority will follow chain of custody procedures as set forth in Denver Health Policies and Procedures P-2.040. The law enforcement officer will take immediate possession of the specimen in accordance with the policy. The City will pay the Authority \$29.00 per specimen based on the monthly invoice.

f. The Authority has operated a family health center in the Park Hill neighborhood for many years. In order to assist the Authority in carrying out its mission, the City has committed to partially fund land acquisition, construction and equipping of the Park Hill clinic.

(i) Pursuant to an Agreement (the Funding Agreement), the City has agreed to partially fund land acquisition and construction of the Park Hill Clinic. The City's maximum payment obligation for the land acquisition and construction of the Park Hill Clinic over the term of the Funding Agreement will not exceed \$4.788 million. The City's annual contribution is subject to appropriation by City Council and is calculated in accordance with the formula contained in the Funding Agreement. For Fiscal Year 2012, the City's annual payment for its land acquisition and construction contribution to the Park Hill Clinic shall be \$116,900.

g. The Authority is constructing a new Denver Health Primary Care Clinic to serve the Montbello neighborhood due to lack of adequate current capacity to serve this neighborhood's health needs. In order to assist the Authority in carrying out its mission, the City has committed to partially fund construction of the Montbello Family Health Center.

(i) In 2010, the City contributed \$1.29 million to the construction by allowing the Authority to retain the 2009 Operating Agreement surplus.

(ii) In 2010, the City, through the Office of Economic awarded a grant under a separate grant agreement (GE02157) to the Authority in the amount of \$500,000 for architectural and professional costs related to the construction of the Montbello Family Health Center.

(iii) In 2011, the City paid \$423,000 as a contribution to the construction costs of the Montbello Family Health Center, with the agreement that over the term of three years beginning in 2011, the City's overall contribution would not exceed \$1.27 million in total. The

payments were to consist of three annual capital payments of \$423,000. For Fiscal Year 2012, the City's payment for the Montbello Family Health Center construction contribution shall be \$423,000.

The City's obligation to make these 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; compliance with this Agreement; the completion of the grant and funding agreements referred to above; and compliance with the same grant and funding agreements.

h. The Authority is constructing a new Westside Clinic to serve the west Denver population. In order to assist the Authority in carrying out its mission, the City has committed to partially fund construction of the Westside Clinic for FY 2012 through some proceeds of the Better Denver Bonds program (the "Westside Proceeds"), pursuant to the terms of the Westside Clinic funding agreement. For Fiscal Year 2012, the City's contribution for the Westside Clinic shall not exceed \$1,400,000.

The City's obligation to make this payment is pursuant to the terms of the Westside Clinic Agreement and shall be contingent upon: such funds being appropriated and paid into the City Treasury and encumbered for the purposes of this Agreement on an annual basis by the City; compliance with this Agreement; the completion of the funding agreement referred to above; and compliance with the same funding agreement.

i. The Authority is replacing fixtures in bathrooms at Denver C.A.R.E.S. In order to assist the Authority in funding this project, the City has made some of the proceeds of the Better Denver Bonds (the "C.A.R.E.S Proceeds") available pursuant to the terms of the Denver C.A.R.E.S funding agreement. For Fiscal Year 2011, the City's contribution to the Denver C.A.R.E.S bathroom remodel shall not exceed \$180,000.

The City's obligation to make this payment is pursuant to the terms of the Denver C.A.R.E.S funding agreement and shall be contingent upon: such funds being appropriated and paid into the City Treasury and encumbered for the purposes of this Agreement on an annual basis by the City; compliance with this Agreement; the completion of the funding agreement referred to above; and compliance with the same funding agreement.

1.2 Payment Mechanism. The City will reimburse the Authority for the services described in 1.1 based on the direct cost of the services provided.

a. Within thirty days of providing services, the Authority shall send the City an invoice for services provided. The City shall pay for the services within thirty days of receiving a complete invoice.

b. 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. Miscellaneous additional services will be provided by the Authority in a timely manner after being notified of the City's request. These additional services are a non-core service as defined in the Operating Agreement.

1.4 Performance Criteria.

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