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FISCAL YEAR 2025 AMENDMENT TO THE SECOND AMENDED AND RESTATED OPERATING AGREEMENT

Between

CITY AND COUNTY OF DENVER,
a municipal corporation and home rule city of the State of Colorado

and

DENVER HEALTH AND HOSPITAL AUTHORITY,
a body corporate and political subdivision of the State of Colorado

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Additional 2025 Agreements

Contract Name	Contract Number	Contract Status	Start Date	End Date	Amount
South West Clinic funding	ENVHL-201313523-01	Executed: In Effect	1/6/2014	12/31/2044	$22,150,000.00
Denver Health and Hospital Authority (DHHA)_CBH_HIV_ Ryan White_Part A_FY23_CB	ENVHL-202368045	Expired 2/28/2024	3/1/2023	2/28/2024	$429,920.00
DHHA Amd 2-500 Quivas Medical Examiner 202367452-02	FINAN-202367452	Executed: In Effect	1/1/2016	12/31/2025	$14,454,711.63
DHHA Lease Amd 1 for 12025 E 45th Ave, Paramedic Space at 911 call center 202263654	FINAN-202263654	Executed In Effect	1/1/2016	5/31/2029	$1,401,993.33
DHHA_Lease Agreement 405 S Platte River Drive	FINAN-202053316	Executed: In Effect	2/25/2020	2/24/2025	$50.00
DHHA Vital Records Sublease 1st Amendment-DHHA	FINAN-202160877	Executed: In Effect	12/1/2021	9/11/2024	$167,445.97
DHHA EMT affiliation agreement with DFD	FIRES-202366813	Executed: In Effect	2/15/2023	2/14/2028	$0.00
Park Hill Loan Agreement	OEDEV-GE7A087-00	Executed In Effect	12/11/2007	7/1/2025	$4,300,000.00
Funding Agreement – GO Bonds; expires on completion of project	PWADM-201841938-00	Executed In Effect	6/20/2018	Until Completion	$75,000,000.00
Denver Health Substance Abuse Treatment Education Prevention (STEP)	SAFTY-202262362	Executed: In Effect	8/1/2020	12/31/2024	$76,325
911 Communications NurseLine Pilot Program 2023	SAFTY-202370854	Executed In Effect	3/1/2023	12/1/2024	$676,612.16

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JMAT Amd 02 nurses and psychologist paid by JBBS FY23	SHERF-202369198	Executed: In Effect	7/1/2020	6/30/2024	$700,112
Competency Enhancement Program provided by DHHA and funded by JBBS FY23	SHERF-202368693	Executed: In Effect	7/1/2020	6/30/2024	$1,147,882.91
DHHA - IGA - Family Connects	SOCSV-202368942	Executed: In Effect	9/1/2023	8/31/2026	$1,416,000.00
Medicated Assistance Treatment Expansion by DHHA	SHERF-202371581	Executed: In Effect	10/1/2023	12/31/2026	$1,650,000.00
Data Sharing and Research Agreement for Project BEATMeth Through DHHA amd 01	SAFTY-202472827	Out for Signature	7/1/2022	12/1/2027	$0.00
Required DHHA Parking License-DHS Castro Garage	FINAN-202369363	Executed: In Effect	9/1/2023	8/31/2028	$45,000
CBH ARPA BHS DHHA FY24 NB	ENVHL-202472982	Executed: In Effect	3/1/2024	12/31/2026	$500,000.00
SUN - DHHA -CFD 2024	ENVHL-202371487	Executed: In Effect	8/1/2022	7/31/2024	$295,527.00
STAR Program - 2024 - DHHA_01	ENVHL-202371479	Executed: In Effect	1/1/2023	12/31/2024	$5,113,900.57
SAMSHA - Denver Strong - DHHA - A2	ENVHL-202370768	Executed: In Effect	9/30/2021	9/29/2024	$65,202
CBH OAF DHHA OPIOID STEWARDSHIP FY24 JS	ENVHL-202370663	Executed: In Effect	1/1/2024	12/31/2024	$301,603.00
CBH OAF DHHA ASK CAM FY24 JS	ENVHL-202370555	Executed: In Effect	1/1/2024	12/31/2024	$295,867.00
CBH OAF DHHA ENGAGING YOUTH FY24 JS	ENVHL-202370554	Executed: In Effect	1/1/2024	12/31/2024	$145,256.20
CBH MCH DHHA FY24 NB A01	ENVHL-202370380	Executed: In Effect	10/1/2022	9/30/2024	$479,802.00

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SUN - CDHS - DHHA Y2	ENVHL-202369889	Executed: In Effect	7/1/2022	6/30/2024	$583,998
HFDK-02 DHHA_Amendment02	ENVHL-202368540	Executed: In Effect	10/1/2021	9/30/2024	$1,645,928
DENVER HEALTH AND HOSPITAL AUTHORITY	FINAN-202473599	Amednment in Internal Review	7/1/2020	12/31/2024	$24,480,730.93
DHHA Amended and Restated Grant of Easement and Right of Use Agreement	FINAN-202161161	Executed: In Effect	11/10/2021	None	$0.00

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FISCAL YEAR 2025 AMENDMENT TO THE SECOND AMENDED AND RESTATED OPERATING AGREEMENT

THIS FISCAL YEAR 2025 AMENDMENT TO THE SECOND AMENDED AND RESTATED OPERATING AGREEMENT ("Fiscal Year 2025 Amendment") is made between the **City and County of Denver**, a municipal corporation and home rule city organized and existing under the constitution and the laws of the State of Colorado (the "City"), and the **Denver Health and Hospital Authority**, a body corporate and political subdivision of the State of Colorado (the "Authority").

RECITALS:

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

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

WHEREAS, these agreements were all incorporated into the Amended and Restated Operating Agreement dated December 1, 1998 which Agreement is on file with the Clerk of the City which has been amended in every fiscal year to provide for changes in funding and programs; and

WHEREAS, the Amended and Restated Operating Agreement was amended by the Fiscal Year 2018 Second Amended and Restated Operating Agreement dated November 3, 2017.

NOW THEREFORE, the parties agree as follows:

1. The following Article III, Section 3.1, subparagraph (a)(viii) is added:

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(viii) Denver Health Medical Plan or a health plan which incentivizes City employees to seek services at Denver Health provided as an option to City employees on a nonexclusive basis as described in Section 4.11.

2. The following Article IV, Section 4.11 is added:

> 4.11 Denver Health Medical Plan**.** Subject to the terms, conditions and details set forth in a separate contract negotiated between the City and Denver Health Medical Plan or the Authority and another entity as necessary, The City agrees to 1) offer the Denver Health Medical Plan at all times as a health plan which is part of the employee benefits the City offers to City employees, so long as the Authority is the sponsor of the Denver Health Medical Plan or 2) offer a health insurance benefit plan which features a competitive co-pay based option which incentivizes City employees to seek services at Denver Health. The parties agree that the City may, in its discretion, offer other health plans to its employees as part of its employee benefits package.

As amended by this Fiscal Year 2025 Amendment with appendices attached hereto, the Fiscal Year 2018 Second Amended and Restated Operating Agreement is hereby ratified and reaffirmed in all particulars.

IN WITNESS WHEREOF, the parties have executed the Fiscal Year 2025 Amendment to the Second Amended and Restated Operating Agreement.

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APPENDIX A

This appendix sets forth Core Services that the Authority provides to the City.

A.1 Patient Care Services

1.1 Scope of Patient Care Services

a. The City's Department of Public Health and Environment is the principal City department responsible for this Appendix. The Authority will provide the Core Services as defined in this Agreement (the "Patient Care Services") to the populations, defined in the State Medical Assistance Program, uninsured patients, and patients identified as having a government payor as their source of reimbursement for their care (the "Population").

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

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

1.2 Payment Mechanism. Pursuant to Section 4.1 of the Second Amended and Restated Operating Agreement, the City will purchase from the Authority the Patient Care Services provided to the Population (including fees for physician services), in an amount to be purchased in accordance with the following formula:

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

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

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

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

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(iv) the charges will then be further adjusted downward by deducting Medicaid disproportionate share payments and payments received from any successor reimbursement program to any of such programs that are designed to reimburse the Authority for Patient Care Services to the Population; and

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

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

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

d. This payment is characterized as a flat payment. The City and the Authority agree that the annual maximum payment will be $30,777,300. The calculation is shown below and will include 5 years of data, inclusive of the prior 3 years, the current year in which the agreement is negotiated and the upcoming year (2021-2023, 2024, and 2025). Values for the current year and the upcoming year are to be based on good faith estimates and updated each subsequent year after audited financials for DHHA are available.

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All Patients Data (Both Denver County and Out of County)					
	2020 Actual	2021 Actual	2022 Actual	2023 Actual	2024 Estimate
Total Uninsured, Medicare & Medicaid Charges	**$2,175,543,494**	**$2,468,173,474**	**$2,717,292,854**	**$2,959,236,097**	**$3,271,340,536**
Cost-to-Charge Ratio	32.73%	32.60%	32.60%	32.11%	32.11%
Total Uninsured, Medicare & Medicaid Cost	$712,055,386	$804,666,035	$885,883,140	$950,350,963	$1,050,582,491
Total Uninsured, Medicare & Medicaid Direct Patient-Level Payments	($513,997,153)	($581,308,988)	($603,368,199)	($631,536,343)	($698,176,435)
Total Uninsured, Medicare & Medicaid Cost, Net of Direct Patient-Level Payments	$198,058,233	$223,357,048	$282,514,941	$318,814,620	$352,406,055
Total Medicaid DSH and Other Safety Net Revenue	($138,642,807)	($137,509,164)	($162,309,226)	($178,741,444)	($196,938,253)
Total Uncompensated Care Cost	$59,415,425	$85,847,883	$120,205,715	$140,073,176	$155,467,802

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

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

(i) the Mission of the Authority;

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

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

b. Should the Authority decide to materially change the level of services or programs including closing a community health center, it will notify the Mayor and the Executive Director of the Department of Public Health and Environment, in writing, at least thirty (30) days in advance of the changes.

1.4 In-Kind Contributions.

a. Pursuant to the Transfer Agreement between the parties executed on January 1, 1997, the City has transferred the Real Property (as defined in the Transfer Agreement) to the Authority in order to assist the Authority in carrying out its Mission (the "City In-Kind Contribution"). The City and the Authority agree that the approximate value of the City In-Kind

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Contribution is equal to the Asset Value and such value shall be deemed to remain constant during the term of the Agreement for the purpose of this Appendix. In view of the City In-Kind Contribution, the Authority has agreed to provide Patient Care Services to the Population that is unreimbursed by the City in an amount at least equal to the City In-Kind Contribution (the "Authority In-Kind Contribution").

1.5 Performance Criteria

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

b. The criteria will focus on data collected and reported out of the Authority's system.

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

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

e. Except when otherwise noted, all criteria are based on patients seen in a primary care clinic in the Authority's system at least once in the past eighteen months ("active patients").

f. As agreed by the parties, the Authority will update performance criteria for the City as circumstances, such as demographics and population size, change.

g. Performance Criteria Table – Clinical (I-W numbering follows the Authority's annual report).

Number	Contract Criterion	GOAL
1.5I	**Childhood Immunization Rate**	At least 70% of patients with at least one medical visit in the last year who became 24 mos of age in last year who have received 4 DTaP, 3 Polio, 1 MMR, 3 HIB, 3 Hepatitis B, 1 Varicella, 4 Pneumococcal immunizations, 1 Hepatitis A, and 2 or 3 Rotavirus by 24 mos of age.
1.5J	**Percent Women Entering Prenatal Care in 1st Trimester**	At least 70% of women will begin prenatal care within the 1st Trimester.
1.5L	**Patient Experience**	
	Ambulatory Care	The top box patient experience "Likelihood to Recommend" score in primary care will be 75% or greater.
	Hospital Care	75% of hospitalized patients will respond with a 9 or a 10 ("top box") for overall rating of the hospital.
1.5M	**Breast Cancer Screening**	56% of active) female patients age 51 to 74 years will have a mammogram in the past 2 years.
1.5N	**Cervical Cancer Screening**	70% of active female patients age 24-64, will have had a PAP test in the past three years or a PAP+HPV in the past 5 years (age 30-64).

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1.5O	**Adolescent Vaccinations**	75% of active adolescent patients, age 13-17, will have at least 1 dose of Tdap and MCV4 and at least 2 doses of HPV vaccines
1.5P	**Diabetes Monitoring**	A "Diabetic patient" is an adult in the diabetes registry with at least one diagnosis code for diabetes in the last 18 months.
	Diabetes Glucose Control	60% of Diabetic patients will have a HbA1c less than or equal to 9%.
	Cardiovascular Disease Treatment and Prevention	90% of Diabetic patients will receive guideline-adherent treatment with a statin medication.
1.5Q	**Hypertension Control**	60% of patients identified with hypertension will have their blood pressure under control as defined by current standards.
1.5R	**Cigarette Smoking Interventions**	At least 50% of patients 11 years and older who smoke, had a visit in their medical home in the last month (and at least one other in the past year) and who received an approved cessation intervention anywhere at Denver Health in the past 6 months.
1.5S	**Flu Vaccinations**	50% of patients, 6 months of age or older who have had a visit to a primary care clinic during the influenza season and who do not have a contraindication to vaccination will receive the influenza vaccine.
1.5T	**Survival with Trauma**	Survival rate for blunt and penetrating trauma among patients who are not dead on arrival (DOA) will be maintained within 5% of 2019 experience.
	Blunt	Survival rate for blunt trauma will be maintained within 5% of 2019 experience, which is 97.4%.
	Penetrating	Survival rate for penetrating trauma will be maintained within 5% of 2019 experience, which is 96.3%.
	Clinical Quality Measures	
1.5U	Early Elective Delivery between 37 – 39 weeks gestation	The rate of elective delivery between 37-39 weeks as defined by the Clinical Quality Measures PC-01 will be maintained at 1.5% or lower.
	Hospital-Acquired Infection Rates	
1.5V	Adult Critical Care Central Line Associated Blood Stream Infection (CLABSI)	
	Medical Intensive Care Unit	Risk-adjusted rate that is the same or better than the national Medical ICU rate per the National Healthcare Safety Network.
	Trauma intensive Care Unit	Risk-adjusted rate that is the same or better than the national Trauma ICU rate per the National Healthcare Safety Network.
	HIV Prevention – Pre and Post Exposure	
1.5W	Number of persons started on Pre-Exposure Prophylaxis (PrEP)	

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	Number of persons who receive non-occupational post-exposure prophylaxis (PEP)	

h. Performance Criteria Table –Ambulatory Encounters (1.5 numbering follows the Authority's annual report).

Number	Contract	2008	2009	2010	Recommendation
I.5G	Denver Health Medical Choice Average Monthly Enrollment				
I.5G	Inpatient Admissions				
I.5G	Inpatient Days				
I.5G	Emergency Room Encounters				
	Urgent Care Visits				
	ER Cost/Visit				
	Top 25 DRGs for MI population				
	NICU days				
	CT Scans				
	MRIs				
	Outpatient Surgeries				
	Ambulatory Care Encounters				
	Ambulatory Care Center				
	Webb Center for Primary Care				
	Gipson Eastside Family Health Center				
	Sandos Westside Family Health Center				
	Lowry Family Health Center				
	Montbello Health Center				
	Park Hill Family Health Center				
	La Casa/Quigg Newton Family Health Center				
	Westwood Family Health Center				
	Other				Includes all Dental clinics, School-based Health centers, and Women's Mobile Clinic, and prior to 2008, the Denver Health Medical Plan Clinic.

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	OP Pharmacy Cost/per patient				
	OP Behavioral Health Visits				
	Federico Pena Family Health Center				
	TOTAL AMBULATORY ENCOUNTERS				

i. The Authority's observed total inpatient mortality will be the same or better than the expected as measured by Vizient, the largest member-driven health care performance improvement company in the country.

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

k. The Authority will maintain accreditation for its sponsored graduate education residency and fellowship training programs.

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

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A.2 Emergency Medical Services

1.1 Scope of Emergency Medical Services

a. The City's Department of Safety and Department of Aviation are the principal City departments responsible for this Appendix. The City and the Authority recognize that the Emergency Medical Response System ("EMRS") is a tiered, multiple component system comprised of the City's Denver 911 for call taking, dispatching, and administration of the record keeping system, the Denver Fire Department for emergent Basic Life Support (BLS) and Advanced Life Support (ALS) as set out and described in Appendix A.2.1, first responders, and the Authority for ALS paramedics and transport services, and non-emergent BLS. The Fire Department and Authority each dispatch their own units. The Authority will provide Emergency Medical Services ("EMS") which include a pre- hospital system for responding to 911 originating calls in the City, EMS based at the Authority's Medical Center, and various miscellaneous emergency services for the City such as City events where onsite emergency medical services are necessary or appropriate, including special events at City facilities and events connected with visits of dignitaries, heads of state and like personages. The City will process all calls for emergency medical services coming into the 911 Emergency Communications Center ("Denver 911" or "911 Communications Center") via the City's emergency and non-emergency lines. The Authority will assign EMS calls to an ambulance and all other activities related to the dispatching of ambulances.

(i) The Authority and the City have agreed to a model and structure of delivery for Medical Direction within Emergency Medical Services set forth in Appendix A.2.1 attached hereto and incorporated herein by this reference, and to the extent a matter is addressed in Appendix A.2.1, the language therein shall control.

(ii) The Department of Safety (MD-DOS) and Denver Health (through its medical director (MD-DHPD)) shall maintain oversight either respectively or jointly, as appropriate, of the following:

1. The implementation, application, and approval of all Medical Priority Dispatch System ("MPDS") protocols;

2. Oversight of Quality Assurance/Quality Improvement ("QA/QI"), the specific details and structure of which will be described in the mutually agreed-upon QA/QI Structure Memorandum of Understanding;

3. Oversight of medical direction services, including the protocols, development of training curriculum, and resources;

4. Quality oversight of first responders' emergency medical initiatives.

(iii) The parties will ensure that the following committees meet periodically and will be composed of both Denver 911 and Authority employees:

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1. Medical Quality Improvement Unit;

2. Medical Dispatch Review Committee;

3. Medical Dispatch Steering Committee; and,

4. Clinical Performance Direction Committee.

(iv) The Authority's Dispatch Team will be responsible for case evaluation of at least 3% of all emergency medical dispatcher ("EMD") calls handled by Denver 911. The Authority will utilize Advanced Quality Assurance ("AQUA") to report on the call-processing standards referenced above.

b. QA/QI activities for Denver 911 will require 20% of one Communications Lieutenant FTE, and 70% of a Dispatcher FTE.

c. Unless otherwise expressly stated in this Agreement, the scope of services to be provided by the Authority shall be limited to those delivered within the City, including services provided to citizens of the City and County of Denver, other persons in need of emergency medical services, and services to City agencies for special events.

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

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

e. Payment for the personnel shall be made in accordance with the terms in Appendix A.2.1.

a. Assistant Director of Clinical Performance: 30% Authority/70% City

b. Communications Center Lieutenant: 80% Authority/20% City

c. Communications Center Dispatcher: 30% Authority/70% City

1.3 Pursuant to Section 4.1 of the Second Amended and Restated Operating Agreement, and the provisions specific to DEN noted below, the City will purchase from the Authority the Emergency Medical Services described in 1.1(a) and 1.1(b), in an amount to be purchased in accordance with the following formula:

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

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

c. Payment for 20% of one Communications Lieutenant plus benefits, and payment for 70% of one Dispatcher plus benefits, based on flat payment shown in the calculation below.

Service	Payment Type	City Payor	Annual Amount	Invoice Detail Required	Description on Monthly Invoice	Monthly Invoice Amount	QA/QI Services for 911 Call Takers	Total Medical Direction Consolidated Services	Other
Assistant Director of Clinical Performance	Flat	Dept of Safety	111,704	Annual Salary Certification	EMRS Oversight	9,308.67			111,704
51% of Medical Direction Services Salary and Benefits	Flat	Dept of Safety	193,573	Annual Salary Certification	Emergency Physicians	16,131.08		193,573	
EMS Dispatch Supervision (20% of Lieutenant)	Flat	Dept of Safety	23,888	Annual Salary Certification	Paramedics	6,904.92	23,888		
70% of EMS Dispatcher	Flat	Dept of Safety	58,971	Annual Salary Certification			58,971		
Emergency Services Patrol	Flat	Dept of Safety	902,878	Utilization Metrics	Denver Cares ESP	75,239.83			902,878
EMS in Englewood pursuant to IGA	Flat	Denver Fire Department	1,272,728	The month of service and purpose of the invoice.	Englewood	106,060.67			1,272,728
Total A2			2,563,742				**82,859**	**193,573**	**2,287,310**

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

1.5 Performance Criteria. Each component of the EMRS, including the Authority and Department of Safety, and certain stakeholders, including the, Mayor’s Office, City Council, and the Auditor’s Office, will designate representation on the EMRS Advisory Committee, which will meet regularly to monitor system performance, identify and recommend strategies for innovation and improvement, and provide the necessary collaboration and accountability to ensure a continued high delivery of EMS responses and services. The parties are committed to continuing improvements to overall system performance. The parties further agree to monitor all aspects of EMRS performance, including response times and clinical outcomes, and to work with each other in good faith to identify potential options to achieve the desired EMRS performance, which options may include but are not limited to, revisiting the current EMRS performance metrics, staffing or scheduling changes, alternative response mechanisms, equipment and infrastructure investments.

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

b. The City and the Authority will strive to meet the performance goals for each system component as described in the 2016 NFPA Standards 1710 and 1221, with the exception of 911 call answering times which will be measured according to National Emergency Number Association (NENA) standards. Each component of the EMRS, including Denver 911, DFD, and the Authority has its own independent time requirements under the NFPA standards. Each of these

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three components is independently responsible for its own role in the response function. All components of the system must work as a team to meet the Total response time goal for emergency (lights and sirens) response times of 90% of the time from call answered to BLS unit arrival of 6 minutes 30 seconds and 10 minutes 30 seconds from call answered to ALS unit arrival. Additional system performance metrics regarding the EMRS will be identified, monitored, and reported by the EMRS Advisory Committee, as described above.

c. The City and the Authority agree that the official timekeeper for determining response times is the City's computer aided dispatch (CAD) system. The City and the Authority agree that the City will measure response times for emergency (lights and sirens) calls in total from the time that the call is answered by Denver 911 until the first responders and the paramedics arrive at the address, respectively.

d. Responsibility of the EMRS Data Analyst:

(i) Data Analysis – Response data are collected from the CAD system at the 911 Communications Center. Understanding that public policy decisions must be made using data that are as accurate and precise as is possible, the EMRS Analyst will analyze the stored data to provide useful EMS system performance information subject to the processes for review and possible exclusion identified in Sections (ii) and (iii) below. For response time reporting, the metric analyzed will be the time elapsed from the first unit assigned and the time the first unit arrives on scene for emergent responses.

(ii) Inaccurate data – The EMRS Data Analyst will analyze performance data to identify data that are likely to be inaccurately recorded within the system. The EMRS Data Analyst shall exclude such data from the analysis to the extent that they interfere with representative analysis, including the following data filters:

- Eliminating all calls with negative or zero response times
- Review for exclusion all durations in excess of 30 minutes for most data elements.
- Review for exclusion all durations in excess of 60 minutes from answer to arrival.

Reporting Exclusions – When the EMRS Data Analyst applies certain mutually agreed-upon exclusions to performance data, such exclusions shall, to the extent possible, be applied to all components of the EMRS. The EMRS data analyst will identify the root cause of at least a representative sample of calls for service that fall outside of previously agreed upon standards. For compliance purposes, any root cause determined to be outside of the City's or Authority's control may be excluded for compliance but will be included in reporting. Possible exclusion may include:

(iii)

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

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

3. Out of Jurisdiction – Calls requesting emergency assistance to a location outside of the City. At DEN this may also include calls outside of the defined response area for paramedics assigned to DEN.

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

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

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

(iv) Clinical Performance Criteria. Each component of Denver's EMRS shall submit all clinical performance reports to Department of Safety (MD-DOS) and Denver Health (MD-DHPD), and the Assistant Director of Clinical Performance as requested, as part of the system's medical quality assurance. The Assistant Director of Clinical Performance and EMRS Analyst will be responsible for regular reporting of system QA/QI and clinical performance data.

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

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

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

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

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

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

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

(vi) In support of the Denver Community Addictions Rehabilitation and Evaluation Services (CARES), the Emergency Services Patrol (ESP) will transport individuals experiencing substance misuse to the Denver CARES facility. If serious medical problems are evident, the client is taken by ambulance to Denver Health Medical Center or to another appropriate facility. ESP van service will operate sixteen- hours/day seven days/week.

(vii) An ESP average response time of 30 minutes or fewer will be provided, with that time being calculated as the number of minutes from the dispatcher notifying the van to the time of arrival on the scene. A goal of 30 minutes will be set for contract year 2025 based on available resources.

Emergency Services Patrol:

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

(viii) Reporting – Performance reports will be analyzed continuously by the EMRS Analyst who will report to the members of the EMRS Advisory Committee at least bi-monthly regarding system performance. A system performance report will be made at least annually by the EMRS Advisory Committee to the leadership of the City and the Authority. The parties recognize that the tiered emergency response system at times may not meet one or more goals of the NFPA Standards. The parties understand and agree that coordination and cooperation will be needed to share data and provide system performance reporting.

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

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

3. Exclusions – The count of excluded calls, by type, will be reported, in each report.

1.6 Scope of Emergency Medical Services at Denver International Airport ("DEN"). Sections

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1.6 and 1.7 are specific to Denver International Airport ("DEN"). To the extent these sections differ from the other sections in this Appendix, the provisions of these sections shall control for budget, payment, reporting, and operations at DEN.

a. The Authority will provide Emergency Medical Services at DEN, including services provided to citizens of the City, travelers at Denver International Airport, employees of Denver International Airport, other persons in need of emergency medical services, and for special events on DEN property. These services shall include twenty-four (24) hour/seven (7) days per week on-site paramedic services. At least one ambulance may be dedicated to DEN for up to twenty-four (24) hours per day, and a second ambulance may be dedicated to DEN for up to twelve (12) hours but no less than eight (8) hours per day. Any dedicated ambulance(s) or on-site paramedic shall service solely the DEN response area excepting only occasional responses to property adjacent to DEN after obtaining approval from the on-duty Airport Operations Manager.

b. DEN's Chief Operating Officer will be DEN's point of contact for any communications related to the Authority.

c. The Authority's performance in providing emergency medical services at DEN will be measured as set forth in paragraph 1.5 above.

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

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

f. Both parties shall abide by the Paramedic Vehicle Use Policy, dated February 21, 2014, as well as the Vehicle Use Agreement between the City and the Authority dated January 17, 2014.

g. DEN will provide adequate office and parking space on DEN property for Authority staff. Required utilities will be provided by DEN. The suitability of the space will be coordinated between DEN and the Authority; however, ultimate authority over the size and locations of such space remains with DEN. Office and parking space may be moved at the discretion of DEN with adequate notice to the Authority. Adequate space for concourse/satellite response office, should be equipped with an ADA compliant restroom, defined workspace and down room including appropriate power, data, phone, cable and storage space for medical and personal equipment. Work area shall include building work stations large enough for computer, printer, monitor, storage of basic office supplies. Shelves for storage, handwashing sink, space for small refrigerator and microwave oven. Space should also include enough room for ability for medic to render care to a patient with ability for privacy, room for hospital bed and curtain for privacy. Emergency vehicle parking space must be in close proximity to the

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concourse/satellite office to reduce response time. Parking for the vehicle should be indoor when operationally feasible to protect against severe weather and temperature change. Outdoor dedicated parking should be equipped with shore line to provide power to vehicle while parked to ensure operational readiness by maintaining battery charge, and providing power to heater. For Segway/golf carts within the concourse, parking space needs to be considered in close proximity to the office space with access to power for charging vehicles. DEN will also provide office space for a Paramedic Assistant Chief and a Paramedic Lieutenant with power, data, phone, cable, and storage. Consideration for additional space will be reviewed upon submission of business case documentation outlining increase of demand for EMS services requiring an increase in paramedic staffing at DEN.

(i) Additional Reporting Exclusions for DEN

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

2. Limited visibility operations, as defined by DEN.

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

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

1.7 Payment Mechanism for Services at DEN.

a. For each Fiscal Year, the Authority will submit to DEN a full budget, to include both capital and operating expenses, for providing the services at DEN described in this Appendix. Such request must include all support, supplies, and materials necessary for such services. The Authority will submit its budget request to DEN's Chief Operating Officer for any given Fiscal Year in accordance with the City's budget calendar for that Fiscal Year. DEN will review the Authority's submission, and the parties will negotiate a final budget, which will be placed in this Agreement as part of the following year's fiscal amendment.

(i) The City and the Authority agree that the payment for the emergency medical services at Denver International Airport, as described above, for Fiscal Year 2025 will be based on actual costs incurred by the Authority. The estimated amount is expected not to exceed $3,587,536. The calculation and budget amounts are shown on the Table for DEN expenses included in this Appendix.

b. Equipment and Supply Purchases

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

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

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

c. The Authority shall invoice DEN for the Authority's expenses for providing the services described in this Appendix in accordance with the budget approved by DEN's Executive Vice President of Operations. The invoice should be delivered to DEN's designated point of contact within thirty days following the month for which invoicing is being made, for each month in the Fiscal Year. Payments will be made for each invoice by DEN to the Authority pursuant to the City's prompt payment ordinance D.R.M.C. §§ 20-107 through 20-115.

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

(ii) Invoices shall be accompanied by a billing statement summarizing hours worked by and associated rates for each paramedic.

(iii) Overtime: The Authority shall make good faith efforts to reduce overtime costs, including by first assigning open shifts to staff from other locations who have not yet reached overtime status.

(iv) An estimate of the incremental revenue offset will be applied to each month's invoice. Invoices shall report the number of transports and provide documentation on revenue received from third parties. Incremental revenue offset summaries will be provided to DEN on a quarterly basis.

(v) Invoiced amounts for training or exercises will include details stating the dates and purpose of the training or exercise.

(vi) A reconciliation of each calendar quarter period of revenue offset will be performed by the Authority and delivered to DEN's point of contact no later than the 45th day following the calendar quarter.

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

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Denver Health and Hospital Authority: DIA EMS Services Year 2025 Budget Final						
Cost Center	**Personnel**	**Supplies & Services**	**Capital**	**TOTAL**	**REVENUE**	**PAYMENT**
DIA EMS Services	3,333,677	434,902		3,768,579	(82,514)	3,686,065
				-		
TOTAL DIA EMS Services	**3,333,677**	**434,902**	**-**	**3,768,579**	**(82,514)**	**3,686,065**

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

1.9 Obligations of Authority.

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

b. The Authority shall remove from the Airport work site any Authority employee, for non-discriminatory reasons, when DEN's point of contact notifies the Authority in writing that such person is unacceptable to the City for any lawful reason. The City shall reasonably cooperate in any investigation or other proceedings.

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

1.10 Scope of Emergency Medical Services to Englewood.

a. The City entered into an Intergovernmental Agreement ("IGA") with the City of Englewood, Colorado ("Englewood") to provide fire department and fire-related services to Englewood, including emergency medical services. The Authority agrees to provide the Emergency Medical Services in Englewood to support the City's IGA with Englewood. The Authority shall provide Emergency Medical Services in Englewood in accordance with the terms and conditions of the IGA. The City will provide a copy of the fully executed IGA to the Authority and will consult with the Authority in the event that any changes to the Emergency Medical Services provision of the IGA are proposed. Emergency Medical Services provided by the Authority in Englewood, as stated herein, are a Non-Core service under Section 3.2 of the Second Amended and Restated Operating Agreement. Subject to the terms hereof, if the Authority provides satisfactory Emergency Medical Services in Englewood, the term herein shall be coterminous with the IGA.

b. The Authority will provide Emergency Medical Services, as described in Section 1.1(a) of Appendix A-2 of the Second Amended and Restated Operating Agreement, which include a pre-hospital system for responding to 911 originating calls in Englewood, oversight of and accountability for Emergency Medical Services provided in Englewood, and various miscellaneous emergency services for Englewood such as training and events where onsite

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emergency medical services are necessary or appropriate, including special events at Englewood facilities and locations. The Authority shall use good faith efforts to meet the performance measures as set forth in paragraph Section 1.5 of Appendix A-2 of the Agreement. In the event the Authority fails to meet the performance measures of Section 1.5 of Appendix A-2, the Authority and the City, in consultation with Englewood, agree to meet to review the performance of EMS services and to establish revised, mutually-agreed-upon performance measures or to take other mutually-agreed-upon steps to ensure adequate performance. The Authority and the City agree to meet and to cooperate in good faith with Englewood, as described in Section 3.4 below, in an effort to ensure compliance with the requirements of the IGA with respect to EMS performance. The City agrees that the Authority will be given a good faith opportunity to address any performance concerns before the City will take any affirmative steps to terminate this Service.

c. The Authority shall provide ambulance transport and EMS services within the jurisdictional boundaries of Englewood. The EMS and transportation services provided by the Authority shall be equivalent to those services provided in Denver. The primary destination for transports in Englewood shall be Swedish Medical Center ("Swedish") located at 501 East Hampden Avenue in Englewood. Transports shall be made to Swedish unless Swedish is on divert, or there is a mass casualty event or other extraordinary event which makes transport to Swedish impractical or infeasible, or a patient being transported requests that he or she be taken to a different hospital.

d. The Authority shall dedicate two (2) ambulances to Englewood. Each ambulance shall be staffed by two (2) Authority paramedics. The Authority shall provide the ambulances and crews on a twenty (24) hour-a-day, seven (7) day-a-week basis throughout the year. One ambulance shall be stationed at the Englewood firehouse currently located at 555 West Jefferson Avenue and the other ambulance shall be stationed at the firehouse located at 4830 South Acoma Street (jointly, the "Fire Stations").

e. The two ambulances and the paramedics assigned to the Fire Stations shall be dedicated to providing Emergency Medical Services solely within Englewood and shall not be subject to the "dynamic dispersal" model typically used by the Authority with respect to the Authority's ambulance service within Denver. If at any time the two ambulances and the paramedics assigned to the Fire Stations are engaged in providing Emergency Medical Services within Englewood or are otherwise unavailable and another call for Emergency Medical Services in Englewood is received, the Authority agrees to dispatch an ambulance with paramedics from Denver to provide said Emergency Medical Services in Englewood.

f. Fire Station Operations. The Authority paramedics and any other Authority personnel situated in the Fire Stations shall abide by and comply with all applicable Denver Fire rules, standards, standard operating guidelines and directives for station operations as they may be adopted, amended or replaced from time to time, when the paramedics and any other Authority personnel are situated in and around the Fire Stations. The Authority paramedics and other personnel working at the Fire Stations shall be provided with access to and within the Fire Stations, including, but not limited to, access to and use of bunks, restroom, water, electricity, computer and internet access, equipment storage, personal storage areas, and common areas within the Fire Stations to the same degree as Denver Fire Department personnel and

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subject to the same requirements and protocols applicable to Denver Fire Department personnel. Any disputes between the Authority and Denver Fire Department related to the above-referenced rules, standards, guidelines or directives, shall be submitted through each organization's applicable chain of command.

g. Reports and Communications. The Authority agrees to coordinate with and support the City in providing such information and data as needed for reports to be provided to Englewood and engaging in such communications and meetings with the Englewood City Manager, as both are specified in the IGA. At the request of the Fire Chief for the Denver Fire Department, the Authority will send representatives with authority to discuss and resolve any issues or concerns that arise with respect to the performance of the terms and conditions stated herein.

h. Termination. The City shall have the right to terminate the Emergency Medical Services of the Authority in Englewood in the event of a material breach by the Authority, which breach the Authority fails to cure within sixty (60) days of being notified by the City in writing of such breach, unless the Authority and the City agree in writing to a longer cure period. This right of termination would likewise pertain to any material breach by the Authority that would result in the City materially breaching or failing to comply with a material requirement of the IGA. In addition, the City shall have the right of immediate termination if the IGA is terminated.

i. Payments. The City agrees to pay the Authority, and the Authority agrees to accept as payment, the amount of $106,060.66 a month ($1,272,728 for 2025) for Emergency Medical Services in Englewood. The adjusted monthly payments shall be increased by 3% on January 1 of each year thereafter that the Authority provides the Emergency Medical Services in Englewood. The City and the Authority acknowledge and agree that the payments specified herein shall be the complete and satisfactory consideration for the provision of the Emergency Medical Services by the Authority in Englewood, as stated herein. Each invoice will include the month of service and purpose of the invoice. The City's obligation to make payments pursuant to these terms shall be contingent upon such funds being appropriated and paid into the City Treasury and encumbered for the purposes stated herein on an annual basis by the City.

1.11 Additional References and Documents

a. Contractual References

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

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

(ii) Englewood IGA

b. Memoranda of Understanding (MOUs)

(i) 2009 MOU regarding EMRS and service delivery (rescinded)
(ii) EMRS Advisory Committee (draft)

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(iii) EMRS Analyst (draft)
(iv) EMS Training and QA/QI Supplemental for 2017 (rescinded)
(v) Quality Assurance/Quality Improvement (QA/QI) Structure (draft)

c. Assistant Director of Clinical Performance (draft)

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Appendix A.2.1
Matters Relating to Emergency Medical Services
Including Medical Direction

November 3, 2022

The Denver Department of Safety (DOS) and Denver Health and Hospital Authority (Denver Health) agree to the following as a model and structure of delivery for Medical Direction within Emergency Medical Services to enhance the current model as set out herein. Under this proposed model, there will be two (2) medical directors. One will be the Medical Director of Denver Health Paramedic Division (MD-DHPD). Consistent with the current state, that individual will provide medical direction and oversight to Denver Health Paramedics. The second medical director is the "Medical Director – Department of Safety" (MD-DOS). That individual provides exclusive support and medical direction to Denver Fire and to Department of Safety Emergency Medical Response Services.

Duties of Medical Director – Department of Safety

> The MD-DOS shall maintain a medical practice in emergency medicine, and that individual shall also devote a minimum of 51% (or as otherwise requested by DFD) of that individual's time to the role of MD-DOS. This will be continually reevaluated to ensure DFD is receiving proper support and time from the MD-DOS and to the extent agreed upon and as needed, the amount of time devoted by this individual to the MD-DOS shall be increased. The MD-DOS shall be dedicated to DFD and DOS, including being embedded and housed at DFD with appropriate office space to provide immediate support to the Department.

The duties of MD-DOS shall include monitoring and supervising the medical field performance of DFD providers. This shall include ensuring DFD providers have adequate clinical knowledge of, and are competent in performing, medical acts within the DFD provider's scope of practice as authorized by the MD-DOS, including, Advanced Life Support as outlined in the Colorado Code of Regulations for Emergency Medical Services at 6 CCR 1015-3, *et. seq*., but which also conforms to standard medical protocols applicable in the system and which creates parity in scope of practice between Denver Health and DFD.

The MD-DOS will be responsible for the implementation, application and approval of all Medical Priority Dispatch System (MPDS) protocols at Denver's 911 Emergency Communications Center. The MD-DOS will also be responsible for the oversight of the Quality Assurance/Quality Improvement at 911.

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The MD-DOS shall be responsible for the development of DFD EMS training curriculum. The MD-DOS shall exercise authority and responsibility for the monitoring and supervision, for establishing protocols and standing orders, and for the competency of the performance of authorized medical acts by medically trained personnel within DFD.

To ensure smooth coordination and hand-offs, including from firefighter operations and technical rescue incident(s), the agreed-upon protocol for DFD (the City) and Denver Health Paramedics is that upon arrival on the scene, DH Paramedics shall assume the role of the lead Paramedic Unit on-scene with primary responsibility for emergency medical services at the scene, including, as needed, transport. The MD-DOS and the MD-DHPD shall coordinate and collaborate on issues of care and instruction to avoid any misalignment in procedures and manner of delivery of care. When there is misalignment or concerns, the parties shall attempt to resolve issues at the lowest possible level, and if a satisfactory resolution is not achieved, then the parties shall invoke the dispute resolution process described below.

Reporting Relationship of Medical Director – Department of Safety

The MD-DOS shall have a dual-reporting relationship to the Chief of DFD and the Chief Medical Officer (CMO) of Denver Health, including ongoing dual performance evaluations of the MD-DOS. The Denver Health CMO's responsibilities for this agreement are only to oversee the medical direction for the medical directors, and the Denver Fire Chief is responsible for all other firefighter operations or programming.

Selection of Medical Directors

Denver Health and the City will jointly recruit for the MD-DOS and MD-DHPD when it is vacant.

The MD-DOS must be a physician licensed in good standing to practice medicine in Colorado, trained in Advanced Cardiac Life Support, be board certified in Emergency Medicine and Emergency Medical Services and possess authority under their license to perform all medical acts included in all training authorized for DFD personnel. The MD-DOS will be required to maintain employment and clinical privileges at Denver Health, must obtain appointment to the Denver Health Medical Staff according to normal policies and procedures, and must qualify for a faculty appointment with the University of Colorado School of Medicine. The MD-DOS shall have completed an approved training course for EMS medical direction or equivalent experience in the provision of EMS as a prerequisite to serving as MD-DOS.

The final decision makers for selection of the MD-DHPD shall be no more than three (3) individuals – two (2) selected by Denver Health and one selected by the City. With that composition, Denver Health will have the deciding vote, but this process still allows the City sufficient input in the selection.

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The final decision makers for selection of the MD-DOS shall be no more than three (3) individuals – two (2) selected by the City and one selected by Denver Health, and the Denver Health selection shall be the Denver Health CMO. With that composition, the City will have the deciding vote, but this process still allows Denver Health sufficient input in the selection.

Funding of Medical Director – Department of Safety

The portion of the FTE of the MD-DOS spent performing clinical emergency medical services will be paid as salary by Denver Health, and the portion of the person's time which is agreed upon to be dedicated to DFD as the MD-DOS, shall be paid for by the City. Currently it is estimated that role will occupy .51 of an FTE.

Dispute Resolution

In the event of any issue or concern involving DFD, DOS, DHHA and Denver Health Paramedics, which needs to be resolved, the involved parties agree to work cooperatively, expeditiously, and in good faith to arrive at a mutually agreed upon resolution. Steps to arrive at resolution shall include:

(a) Necessary, involved parties shall convene as quickly as possible after the issue becomes known it is expected issues will be addressed at the lowest possible level as close to the time of the issue as possible.

(b) In the event the step above does not yield a satisfactory resolution, then the issue will be presented to the quality meeting that occurs monthly with both DH and the DOS.

(c) In the event the above steps do not yield a satisfactory resolution, then the issue will be escalated for review to the bi-weekly meeting consisting of the DH-Chief Medical Officer, Emergency Medicine-Director of Service, Medical Director-Department of Safety, Medical Director-Denver Health, Denver Fire Chief, Denver Health Chief Paramedic for resolution.

Nothing herein precludes the parties from working together in other ways and in other forums to informally to resolve issues.

Additional Items Agreed To:

Denver 9-1-1/Technology Services is undergoing hardware upgrades to the City CAD and Command Tablet system to support the ability of that system to track locations of DHPD ambulances. DHPD agrees to cooperate in the steps needed to support its ambulance locations being trackable through the CAD and Command systems such that they are visible to DFD, and DFD agrees cooperate in the steps needed to support its vehicle locations being trackable through the CAD and Command systems such that they are visible to DHPD.

The Denver Department of Public Safety and Denver Health will convene quarterly to discuss and evaluate the efficacy of this agreement, outside of the dispute resolution process. In the event the

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parties are satisfied with this new structure, then the agreement shall be renewed for an additional year on the same terms. In the event the parties are dissatisfied, they shall work cooperatively to quickly and satisfactorily resolve those issues.

DHPD Exclusive Transport: In connection with the terms and conditions herein, the City and County of Denver and Denver Fire Department recognize that a key component of the mission of Denver Health in providing Emergency Medical Services is the transport of patients. Recognizing that mission, Denver and DFD commit that they have no present or future plans to adversely affect Denver Health in its provision of those services and shall not seek to provide ambulance services or means or modes of transporting patients.

Training:

To maintain continuity and stability of the State certification to DFD as a training center under the Denver Health EMS training umbrella, Denver Health, at the City's cost will continue to provide oversite and auditing for DFD as required by the State for the EMS training program. In the event the city makes the decision to provide emergency medical services training by contracting with a third party rather than providing the training through in-house services, then the city shall extend to Denver Health the right of first refusal to provide the training.

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A.3 Public Health Services

The City County of Denver (the "City) and Denver Health and Hospital Authority (the "Authority") have collaborated since 1997 to provide public health services in Denver, and the City's Charter and this Agreement have served as the legal basis for this collaboration. The parties agree that the City's Department of Public Health & Environment ("DDPHE") provides the rule-making, enforcement of laws and adjudicatory or quasi-adjudicatory functions. As indicated in the City Charter, DDPHE is charged with the "Performance of functions assigned by law to local health departments, health administrators, the environmental health department, or the health officer of the City and County of Denver." DDPHE, in turn, uses the Authority's Public Health Institute at Denver Health® ("PHIDH") for public health clinical services. The City and the Authority each recognize and respect the vital role that each entity plays in the provision of public health services to the residents and visitors of the City, and believe that public health in Denver is best provided through partnership: a partnership where distinct roles are clearly understood and regular communication is critically important. Consistent with this allocation of authority and responsibilities, with respect to clinical health Core Services provided to and for the benefit of the City, where the Authority is making material: changes in the allocation of resources, changes in the manner of provision of those clinical services, or changes in policies relating to those services, the Authority shall, as reasonably practicable, confer and collaborate with City in advance of implementing those changes.

1.1 Scope of Public Health Services

a. Pursuant to CRS 25-1-506 DDPHE contracts with the Authority to provide certain responsibilities and functions and is the principal City department responsible for this Appendix. The Authority will provide certain public health services related to clinical screening, treatment, and prevention of infectious and/or communicable diseases. This includes the following functions:

- Infectious Diseases (ID) Clinic
- Immunization and Travel Clinic
- Denver Sexual Health Clinic
- Tuberculosis (TB) Clinic
- Infrastructure related to public health clinical operations

DDPHE provides the following functions:

- Animal Protection
- Chief Medical Officer
- Community and Behavioral Health
- Environmental Quality
- Office of the Medical Examiner
- Public Health Administration and the Board of Health
- Public Health Epidemiology and Disease Investigation, Preparedness and Response
- Public Health Nursing to support field responses
- Public Health Informatics

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- Public Health Investigations
- Public Health Prevention Education
- Vital Records

A description of the scope of services follows:

(i) Infectious Diseases (ID) Clinic. The ID clinic provides comprehensive services (prevention, diagnosis, treatment, ongoing primary care) for persons with communicable diseases, particularly persons with HIV and viral hepatitis. The clinic is open Monday – Friday from 8am – 5pm. Infectious Diseases Physicians are on-call and available 24/7.

(ii) Immunization and Travel Clinic. The Immunization and Travel Clinic provides immunizations to City residents and visitors on a walk-in basis and immunizes children at the appropriate age in neighborhoods with low immunization rates to the extent available by funding. The clinic also provides comprehensive travel health services including immunizations. The clinic is open Monday – Friday from 8am – 5pm.

(iii) Denver Sexual Health Clinic (DSHC). The DSHC provides sexually-transmitted infection (STI) services (prevention, diagnosis, and treatment) and reproductive health services. These services are targeted to high risk populations and are provided in the DSHC, outreach clinics, and community-based settings. The clinic is open Monday – Friday from 8am – 5pm.

(iv) Tuberculosis (TB) Clinic. The TB Clinic ensures the timely detection, diagnosis, and treatment of patients in the City with suspected tuberculosis; identifies and evaluates contacts of infectious cases; targets, tests and treats latent tuberculosis in high-risk populations. The clinic is open Monday – Friday from 8am – 5pm.

(v) Infrastructure for Public Health Clinical Services. Administrative support for core public health activities as defined in the Operating Agreement which includes comprehensive administrative, operational, and epidemiologic/informatics support to optimize the infrastructure requirements necessary to maintain and grow clinical operations. The scope of Public Health Services to be provided by the Authority includes services to all residents and visitors of the City.

a. Accreditation: DDPHE and the Public Health Institute at Denver Health successfully pursued Public Health Accreditation Board (PHAB) Accreditation. DDPHE will appoint the PHAB Accreditation Coordinator. The Public Health Institute at Denver Health will support DDPHE in maintaining accreditation and pursuing re-accreditation specific to Domain 7 – Access to Care.

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b. Communications: DDPHE and the Public Health Institute at Denver Health communications staff collaborate on joint communications. The directors of both departments will collaboratively review and approve media and publications with joint branding. DDPHE will have final approval for the jointly branded work product deliverables for which it is responsible by State statute, City Charter, the Operating Agreement, or any other applicable federal, state or local laws. Any reference to a City of Denver agency or department in publicly facing materials must be reviewed by DDPHE and to the extent additional review by a City entity is required, DDPHE shall ensure that such additional review occurs before finalization.

c. Data Use:

Access and Use of Restricted Data - All required disease reports made to state or local health agencies are strictly confidential. §25-1-122(4), C.R.S. governs the release of individual public health case reports and addresses the release of personal identifying information as well as surveillance data. For reportable conditions, §25-1-122(4)(a), C.R.S. allows for the release of medical and epidemiological information in a manner such that no individual person can be identified. All requests for restricted data shall conform with CDPHE's Guidelines for Release of Disease Surveillance Data and written approval must be obtained through DDPHE.

Clinical Operations, Disease Reporting, and Patient Care - The Denver Sexual Health Clinic, TB Clinic, and ID Clinic will report to CDPHE all required disease reports. As indicated in §25-1-122(4)(b), C.R.S., release may be made of medical and epidemiological information to the extent necessary for the treatment, control, investigation, and prevention of diseases and conditions dangerous to the public health. Clinical staff will communicate disease reporting and treatment to CDPHE using identifiable individual person information in accordance with applicable law as necessary for the investigation, treatment, and prevention of reportable and communicable diseases. The operational functions of disclosing patient identifiable information for disease reporting, treatment, and prevention in these clinical settings are approved by DDPHE.

Data Requests and User Agreement - A data request is required for any data that is restricted by law to local or State health agencies. If the data use involves research, the Data User agrees to furnish all documentation to DDPHE concerning Institutional Review Board (IRB) reviews and approvals. If the data does not involve research, a detailed explanation of the data use must be submitted to DDPHE related to local data. If the data request is approved, a data sharing use agreement must be in place prior to granting data access and use approval.

b. The City and the Authority recognize that public health services to be provided by

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the Authority as designated in this Appendix A-3 should be provided in a collaborative and coordinated manner. DDPHE and PHIDH will meet at least quarterly to share data and discuss ongoing work with the shared goal of serving the best interests of the residents and visitors of the City in an efficient and cost-effective manner.

c. The Authority shall not represent itself as the Local Public Health Agency (LPHA) for the City and County of Denver, nor shall the Authority take actions as the LPHA other than those designated in this Appendix A-3 without written consent of DDPHE. To ensure alignment with City policy priorities and timing of City initiatives, the Public Health Institute at Denver Health should obtain prior approval from the Executive Director of DDPHE or their designee for all new partnerships or policy initiatives that involve City agencies or City ordinances. For initiatives not related to the Operating Agreement or programmatic areas generally falling under the responsibility of LPHAs, the Public Health Institute at Denver Health may initiate partnerships and policy initiatives when clearly and solely representing DHHA position on such issues.

d. Grants and Contracts: DDPHE and the Public Health Institute at Denver Health agree to collaborate on grant applications when appropriate. As the statutorily defined LPHA, DDPHE will work mutually with the Public Health Institute at Denver Health to continue to use an application process for grants with restricted eligibility to identify and delegate or subcontract those functions that are within the Public Health Institute at Denver Health's area of expertise, relevant experience and functional capability.

1.2 Payment Mechanism. Subject to Section 4.1 of the Second Amended and Restated Operating Agreement, the City will purchase from the Authority certain Public Health Services provided to the residents and visitors of the City. Public Health grants and contracts are currently used to support the provision of clinical services. In addition, revenue collected from fees and third-party reimbursement is used to support the provision of clinical services. The City is the payor of last resort and will support the provision of clinical services in accordance with the following formula:

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

b. The Authority shall fund the four direct service areas (Infectious Diseases, Immunization, Sexual Health, Tuberculosis and Infrastructure for Public Health Clinical Services) through a combination of grant funding and revenues collected by the Authority through direct billing to patients (see estimated revenue below). The Authority will report actual public health clinical and operational service costs (not covered by grants) which will be offset by actual clinical revenue received. In support of the Public Health Clinic Services (Infectious Diseases, Immunization, Sexual Health, Tuberculosis and Infrastructure for Public Health Clinical Services), the Authority will invoice DDPHE on a monthly basis, and the City shall make direct payment to the Authority from the general fund an amount not to exceed $2,881,069. The Public Health Institute at Denver Health will provide an annual report of actual expenses and actual revenues for these four programs.

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Denver Health and Hospital Authority: Public Health (A3)	
Year 2025 Budget Final	
Cost Center	**2025 Budget**
Operational Support for Clinics	2,881,069
(Infectious Diseases, Immunization, STD/Sexual Health, and Tuberculosis	
TOTAL PUBLIC HEALTH	**2,881,069**

Public Health 2025 Revenue Projections		
Year 2025	**Projected Revenue**	
ID/AIDS Services	$	2,400,000
TB Control Program	$	85,000
STD Control Program	$	1,250,000
Immunization Program	$	1,215,000
Total Public Health Revenue Projections	**$**	**4,950,000**

c. Monthly invoices and financial reports shall be submitted to DDPHE. Monthly invoices will include income statements showing actual public health clinical and operational costs (not covered by grants) and revenues received. Monthly invoices should include the following information and supporting documentation: invoice number; date; due date; purchase order number; position titles, names of employees charged to the invoice, effort spent, and work activities; and a list of all other charges and what they represent. Expenditures should be made in compliance with the City's Fiscal Accountability Rule 7.1 – Propriety of Expenditures. The Authority agrees to provide documentation for expenditures in accordance with the City's Fiscal Accountability Rule 2.5 – Supporting Documentation. Examples of expenses that are not allowed under this agreement include continuing education, conferences, books, membership fees, or branding. Specific promotional marketing activities related to encouraging immunizations or other related activities are allowable. As requested, monthly budget meetings will be scheduled between DDPHE and the Authority to discuss current clinic revenue, expenses, and amounts invoiced to DDPHE.

d. Monthly income statements for all four public health clinics shall be submitted to DDPHE detailing revenue sources and expenditures in a format agreed upon by DDPHE and the Authority.

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

1.4 Performance Criteria.

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

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for the Objectives and Metrics listed below. Nothing herein is intended to require submission of information, documentation or support which is otherwise provided or referenced.

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

Objectives and Metrics for 2025

Program	Objectives	Metrics/Milestones to be reported	Frequency of reporting
ID Clinic HIV	Ready access for patients for comprehensive HIV care	• Number of clinic medical, psychiatric, and social work encounters provided (face-to-face or telehealth) (Overall and Denver specific)	• Monthly
	Provide treatment for persons residing in Denver with HIV disease	• Number of unique patients seen with HIV (Overall and Denver specific) • Percent of all ID Clinic patients with a viral load < 200 copies	• Quarterly
	Provide evaluation and treatment of Hepatitis C for persons	• Number of persons who complete treatment for Hepatitis C in the ID Clinic (Overall and Denver specific)	• Quarterly
Immunization and Travel Clinic Vaccine-preventable infections	Ready access for residents and visitors to Denver to vaccines in clinical and community settings (Overall and Denver specific)	• Number of adults seen in clinic • Number of adult vaccines given in clinic • Number of children seen in clinic • Number of children vaccines given in clinic • Number of adults seen in community settings • Number of adult vaccines given in community settings • Number of children seen in community settings • Number of children vaccines given in community settings	• Monthly
	Provide travel-related evaluation and	• Number of travel consults • Number of travel vaccines administered in the clinic	• Monthly

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Program	Objectives	Metrics/Milestones to be reported	Frequency of reporting
	immunizations (Overall and Denver specific)		
Denver Sexual Health Clinic (DSHC) Sexually transmitted infections (other than HIV and viral hepatitis)	Provide access to Denver residents and visitors to clinical sexual health services in clinical and community settings	• Care for possible sexually-transmitted infections in the DSHC (Overall and Denver specific) • Reproductive health services in the DSHC (Overall and Denver specific) • STI screening in community settings (Overall and Denver specific) • Percent of all patients with gonorrhea or chlamydia treated within 7 days of diagnosis	• Monthly
	Provide HIV testing in clinical and community settings	• Testing in the DSHC Community testing in high-risk venues (Overall and Denver specific)	• Monthly
	Access to pre-exposure prophylaxis for HIV	• Number of persons started on PrEP in DSHC (Overall and Denver specific)	• Quarterly
Hepatitis C	Provide testing for Hepatitis C among persons at increased risk in the DSHC	• Number of persons tested for Hepatitis C (Overall and Denver specific)	• Quarterly
TB Clinic	Provide tuberculosis (TB) testing, prevention, and treatment for persons residing in Denver and Metro area	• See Denver Metropolitan Tuberculosis Clinic – Denver County Progress Report	Quarterly

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A.4 Denver Community Addictions Rehabilitation and Evaluation Services (CARES)

1.1 Scope of Services at the Denver CARES Facility

e. The City's Department of Public Health and Environment ("DDPHE"). The Authority will provide management, clinical and related services for short- term residential and nonresidential withdrawal management facilities for alcohol misuse, including transportation and treatment services, to be provided at the Denver CARES facility. Denver CARES is a non-hospital withdrawal management facility within the Department of Behavioral Health Services of Denver Health, which currently has 100 beds and is budgeted in 2025 to be staffed at an average daily census of 110. Approximately 770 person's experiencing substance misuse per week are evaluated at Denver CARES. Both the City and the Authority will comply with all applicable state and federal privacy and confidentiality laws related to this section, and will comply with all provisions of 42 C.F.R., Part 2 ("Part 2") relating to substance misuse treatment and records. To the extent that Denver CARES discloses information governed and protected by Part 2, the City will not make any further disclosure of the information provided unless further disclosure is expressly permitted by the written consent of the person to whom it pertains or as otherwise permitted by Part 2. Part 2 restricts any use of the information to criminally investigate or prosecute any alcohol or drug misuse patient. Denver CARES staff will seek to obtain a release of information consent form from clients, which includes the City, for the purposes of research, public health, evaluation, audit, and /or health oversight activities related to substance use disorder treatment.

a. The scope of services to be provided by the Authority includes provision of evaluation, withdrawal management, transportation, and treatment services to any person experiencing substance misuse identified within the boundaries of the City, whether or not that person is a citizen of the City.

1.2 Payment Mechanism. Subject to Section 4.1 of the Second Amended and Restated Operating Agreement, the City will purchase from the Authority the services described in 1.1(a) and 1.1(b) provided as a public service to the citizens of the City.

a. Each invoice shall include the following information and supporting documentation: invoice number and date, due date, contract activity (i.e., average daily census and utilization metrics), activity description, Operating Agreement reference (section and paragraph), purchase order number, and a list of what the charges represent. All supporting financial and performance documentation should be attached. DDPHE will provide guidance on required documentation for invoices. The Authority agrees to retain all receipts for non-personnel expenditures, and provide them to the City if requested. The Authority will provide supporting documentation for all non-personnel expenditures over $1,000, and supporting documentation for all travel, training, dues and memberships, and professional services expenditures.

b. This payment is characterized an actual cost. The City and the Authority agree that the annual maximum payment Fiscal Year 2025 shall be $3,276,060 and the calculation is shown below. The 2025 budget includes an increase in base budget to maintain current services.

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Denver Health and Hospital Authority: Denver C.A.R.E.S.
Year 2025 Budget Final

Cost Center	Personnel	Supplies & Services	Capital	TOTAL		REVENUE		PAYMENT
C.A.R.E.S. Detox	4,334,751	738,739		5,073,490		3,767,384		3,276,060
C.A.R.E.S Providers	1,969,954			1,969,954				
TOTAL C.A.R.E.S.	**6,304,705**	**738,739**	**-**	**7,043,444**		**3,767,384**		**3,276,060**

Revenue Breakdown	Total
Signal Grant	2,017,384
Patient Revenue	1,750,000
Total Revenue	**3,767,384**

1.3 Specific Time Frame for Performance. Services provided at the Denver CARES facility are a Core Service as defined in the Operating Agreement. Performance time frames will be in the City's fiscal year.

1.4 Performance Criteria.

a. One hundred percent of the women of child-bearing age utilizing the services of Denver CARES will be offered a pregnancy test and, if the test is positive, will be provided referral and follow-up.

b. The Authority will provide an annual report by May 1 of the year following the year being reported on, which includes performance statistics for the year just ended and the two previous fiscal years, for the following items:

Withdrawal Management: Average Daily Census

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

The Authority will provide a quarterly report to the City in an agreed format, which indicates the amount of year-to-date expenses and revenues for Denver CARES by the 15th day of the month following the end of the quarter after the end of the reporting period.

The report will also include the following metrics:

- Number of clients admitted more than once for the program year.
- Number of total clients seen in the program year.
- Number of unanticipated or negative events (seizures, assaults, and serious injuries).

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- Standard demographics on clients seen in program year (age, gender, race/ethnicity, housing status, and Medicaid status).

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A.5 [Reserved]

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

1.1 Scope of Medical Services for Arrestees, Pretrial Detainees and Inmates. The City's Department of Safety is the principal City department responsible for this Appendix. The Authority will oversee and provide all correctional health care services to arrestees, pretrial detainees and inmates of the City and County of Denver, except as otherwise agreed by the parties. This will include the provision of medical and surgical inpatient, outpatient, ancillary and emergency medical and behavioral health services. For purposes of this section, "Medical Services" and "Patient Care Services" will be synonymous and may be used interchangeably.

a. Scope of Medical Services for Arrestees, Pretrial Detainees and Inmates Care.

(i) The scope of services to be provided by the Authority includes provision of Patient Care Services to any patient, eighteen (18) years or older that are housed at the Downtown Detention Center ("DDC") or County Jail ("DCJ"), who require such services, whether or not they are a citizen of the City and County of Denver and regardless of whether the provision of care is related to self-inflicted injury or condition that was preexisting to the person's arrest.

(ii) The scope of services includes services not provided at the Authority facilities or by Authority physicians, but which are medically necessary for the prisoner and are referred to other providers by Authority physicians. Effective 2020, the scope of services described in this section shall not be available in the Authority's Outpatient Medical Center (OMC) building. These services shall be available at the Authority's main hospital building location (Pavilions A, B and C).

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

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

1. The Sheriff or his/her designee shall be a member of the committee.

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

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(v) This committee shall approve UM criteria, review UM reports, analyze such reports, make the reports that will be provided by the Authority under this section are: Inpatient Trending Report; Trending Reports for Average Costs per Admission, Total Number of Inpatients and One Day Length of Stays; High Cost Inpatient Admissions; and Boarder Status. Emergency Department Trending showing Total Number of Patients, Number of Admits, Number of Non-admits, Total Cost, Admit Cost and Non-admit Cost; ED Visits by Emergency Levels Trending; Alert and Activation Trending Report; Ambulance Report; Clinic Top 5 Report; and Outside Services. These reports will be provided in the format used in the October 2024 UM meeting or as mutually agreed by the Authority and the City. Any additional reports required by the City will only be provided if the reasonable costs of the reports are paid by the City.

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

1. Inpatient utilization management.

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

(vii) The Authority shall employ a UM Professional. The UM Professional will work with the Sheriff Department and the UM Committee to revise and/or discontinue and/or add to the reports listed in 1.1(a)(v).

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

1. A formulary.

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

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

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

b. Medical Services for Other Jurisdictions. In addition to providing Patient Care Services to the City and County of Denver arrestees, pretrial detainees and inmate population, it is agreed that the Authority may offer Patient Care Services to pretrial detainees and inmates of all other Colorado county, state, and federal correctional facilities on a space-available basis. Prisoner security and payment for Patient Care Services will be provided as appropriate by the requesting jurisdiction, unless the Authority arranges for the Denver Sheriff Department to provide prisoner security for other jurisdictions pursuant to Appendix C. The City has agreed with the U.S. Marshals

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Service (USMS) to provide secure custody, care and safekeeping of federal prisoners. The Intergovernmental Services Agreement between the City and the United States requires the City to provide federal prisoners the same level of medical care and services provided to local prisoners at the expense of the Federal government. The parties agree that Federal Prisoners will be provided the same level of medical services provided to local prisoners in accordance with the Intergovernmental Services Agreement between the City and the United States. The Authority agrees to notify the USMS as soon as possible of all emergency medical cases requiring removal of a USMS prisoner from the jail and to obtain prior authorization from the USMS for removal for all other medical services required.

1.2 Authority of the Sheriff. The Sheriff may designate an Administrator to serve as the official City Representative for this Appendix A-6. Communication between the City and the Authority shall be directed through the City Administrator or such other representative as the Sheriff shall designate. The City Administrator will serve as administrator for the services the City is paying the Authority for within this Appendix A.6. The Authority shall also identify a person who the Sheriff or City Administrator can promptly contact to address and work to satisfactorily resolve any issue or concern. While the Authority shall work collaboratively with and confer with the City, nothing herein modifies, expands or alters the respective operational or decision-making authority of either party.

1.3 Payment and Payment Mechanism.

a. The City will reimburse the Authority for the care of the City and County of Denver arrestees, pretrial detainees and inmates, subject to the Authority's agreement to bill them (with copies to the City) for all medical services except for services rendered at the county jail clinic and at the DDC. The Authority agrees to pursue available third-party payment, including but not limited to the enrollment of eligible arrestees, pretrial detainees, and inmates into Medicaid, for all care provided to the prisoners by the Authority. In all cases, the arrestee, pretrial detainee or inmate shall be primarily responsible for payment for all medical services, except for services rendered at the DCJ and at DDC, and the Authority shall bill the patient (except those who are federal prisoners), Medicaid, Medicare, and any other third party payor, as appropriate under applicable law. For services at the DDC and DCJ medical units which require a professional consultation from a provider at Denver Health Medical Center such as radiology, EKGs, the Authority may charge the City a professional consulting fee but no facility component charge.

The City will act as a secondary payor if the prisoner and/or third party payors do not or are unable to pay, in accordance with Section 1.2(d) below, and the City will deduct from its payment to the Authority all collections received from pretrial detainees or inmates, Medicaid, Medicare, or any other third party payor, which amounts (identified by patient and billing details) shall be reported to the City monthly by the Authority. The Authority and the City shall cooperatively develop a process for obtaining the best possible financial and personal information from prisoners in order to identify potential third-party sources of reimbursement for their care. The Authority will pursue collection of prisoner accounts. The Authority, the Sheriff's Department and the Finance Office will meet as to the methods of collection, the level of effort, the cost of collection and the results of the collection program.

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b. The incremental cost of the third-party billing and pretrial detainees and inmate billing activities described in Section 1.3(c) up to a maximum of $50,000.00 will be included in the cost to be reimbursed to the Authority pursuant to this section.

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

d. Pursuant to Section 4.1 of the Second Amended and Restated Operating Agreement, the City will purchase from the Authority the medical services for prisoner care described in Section 1.1(a), in an amount to be purchased in accordance with the following formula:

(i) the list of total gross charges for services provided to arrestees, pretrial detainees and inmates, are by department, separated into inpatient and outpatient components, for the current Fiscal Year as of the most current month for which data is available, annualized;

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

(iii) Charges for arrestees, pretrial detainees, and inmates who receive care in the CCMF and who do not require or meet inpatient medical care but cannot be transferred back to the County Jail or to DDC because of inadequate medical facilities to properly care for the inmate will be billed to the city using the current cost to charge ratios. The availability of this service is temporary and limited to beds available for this purpose, not to exceed four beds per day when twelve (12) other beds on the unit are occupied in CCMF and not to exceed 1 bed per day outside of CCMF.

(iv) for non-emergency ambulance transports payment will be made based on the current Medicaid rate for ambulance transports. Non-emergent is defined as any transport beginning and ending as a Code 9 status.

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

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(vi) A reconciliation will be performed by the Authority no later than May 1 of the year following the Fiscal Year for which payment is being made, to compute actual charges multiplied by the Authority's current Medicare cost to charge ratio to determine the actual payment amount due. The charges for each service established in the approved budget may not be increased without prior written notice, detailed justification and written agreement of both parties. Additionally, any collections received by the Authority (net of any outside collection agency fee) from or on behalf of any prisoners for whom charges have been included, will be deducted from the amount due the Authority to determine any remaining shortfall or overage. Subject to Section 1.3(g) below, any shortfall in funding will be reimbursed by the City. Any overage will be returned to the City unless the City approves, in writing, the Authority retaining all or part of the overage for other services to the City.

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

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

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

(ix) Except with respect to the facility rate for special circumstances described in Section 1.3(d)(iii) above, total payments from this formula shall not exceed the amount the Authority is reimbursed by the Colorado medical assistance program including but not limited to capitated, fee schedule and supplemental payments up to the Medicaid Upper Payment Limit amounts permitted under 42 C.F.R. § 447.271, 42 C.F.R. § 447.272, 42 C.F.R. § 447, Subparts F and G, and any related State Plan Amendments to the Colorado State Medicaid Plan as applied to the Authority.

e. For services to pretrial detainees or inmates not provided at the Authority that are referred to other providers by Authority physicians or who are treated in another facility on an emergent basis, the outside providers shall bill the Authority directly and the Authority shall reimburse the outside providers. The Authority will provide the Sheriff Department with the Name, phone number, and title of the Denver Health employee that these other facilities should contact for billing questions. The Authority shall invoice the City monthly for these services and shall

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attach a copy of the invoice from the outside provider. The Authority shall attempt to negotiate favorable discounts with outside providers and, where discounts are granted, shall invoice the City net of discount. C.R.S. 17-26-104.5(1.3) provides that Colorado providers shall not charge county jails for medical care provided to a person in custody more than the same rate that the provider is reimbursed for such services by the Colorado medical assistance program (Medicaid). The City and the Authority shall work together to approach other providers and secure their agreement to limit their charges to the Authority and the City's county jail as required by C.R.S. 17-26-104.5(1.3). The cost of these services is budgeted in Appendix B-3 and is not included in the budget for services provided in this appendix. The Authority will work with outside providers to have them pursue available third party payment for these outside provider services.

f. The Authority shall prepare an invoice and submit it to the City 60 days after the close of each month. Each invoice shall be accompanied by the monthly reports described below.

g. This payment is characterized as an actual cost. The City and the Authority agree that the annual estimated payment for Fiscal Year 2025 shall be $5,418,974 The calculation is shown below.

Denver Health & Hospital Authority: A-6 Medical Service for Prisoner Care Year 2025 Budget Final

Description	2025 Budget
Annualized Physician Billing Costs	$ 726,566
Annualized Hospital Costs	$ 4,086,936
Annualized Ambulance Costs	$ 526,761
Annualized Outside Services	$ 18,164
Annualized Cost to Collect 3rd Party Payors	$ 60,547
Total	**$ 5,418,974**

1.4 Audits and Access to Records.

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

b. The Authority will produce correct charge detail. The City reserves the right to review the charge data detail for correct incarceration dates and inmate classification (e.g. US Marshal).

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

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

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

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

(i) Medical coding.

(ii) Utilization and medical management activities and processes.

(iii) Billing records.

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

1.5 Specific Time Frame for Performance. Medical services for arrestees, pretrial detainees and inmate care are a Core Service as defined in the Operating Agreement. Performance time frames will be the City's fiscal year.

1.6 Performance Criteria and Reports

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

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

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

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

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(iii) within sixty (60) days, monthly reports including ambulance, facility and physician billing;

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

(v) within sixty (60) days, a monthly A-6 report and B-3 report as agreed upon by the City and the Authority.

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

d. If any third-party payment is denied or reduced to less than full payment, the Authority shall provide detailed documentation of such (including the stated reason and any available appeal procedures) to the City within fifteen (15) days. The Authority shall timely take such action as is necessary and reasonable to challenge or appeal the denial or reduced payment, where warranted under the law and the rules of ethics as long as the City pays all necessary, reasonable and preauthorized (in writing) associated fees and expenses and the City's written preauthorization is received within three (3) days of the Sheriff's or his/her designee's receipt of written notice from the Authority of the denial or reduction. However, the City shall not pay for the processing and re-submission of third-party claims that can be accomplished by Authority staff.

e. Upon completion of providing patient care services to the City and County of Denver arrestees, pretrial detainees and inmate population, it is agreed that the Authority will notify the Sheriff's Department of the final medical disposition at which time the Sheriff's Department shall arrange for transport of the detainee or inmate within the agreed upon median target of 50 minutes.

1.7 Liability and Cooperation.

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

b. The Authority agrees that, unless the City or Authority are defending a pending or threatened third party claim, it and all of its personnel who are employed at CCMF shall fully cooperate in any internal investigations concerning the correctional care facilities or employees of the Denver Sheriff Department undertaken by the City, subject to state and federal privacy and confidentiality laws and provided that the Authority's legal counsel is afforded the opportunity to be present. If the City or Authority are defending a pending or threatened claim, the Sheriff Internal Affairs Investigators shall be allowed to interview nurses or other Authority personnel

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who work at the CCMF by submitting written questions to the Authority. The Authority shall request that nurses answer the written questions with the assistance of legal counsel. If ambiguities or other reasonable concerns arise during a particular written question, the parties will discuss them as soon as possible to avoid unnecessary delays.

c. The City and the Authority agree to cooperatively explore and implement when agreed upon billing opportunities related to the Affordable Care Act or its successor.

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A.7 Medical Plan

The City's Office of Human Resources ("OHR") is the principal City agency responsible for this Appendix. Contingent upon and subject to the terms, conditions and details set forth in a separate contract negotiated between the City and the Authority, and/or other entities as necessary, the City shall offer to its employees a health insurance benefit plan which features a competitive co-pay based option which incentivizes employees to seek services at Denver Health. This new plan will be offered by United Health Care.

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A.8 Rocky Mountain Poison and Drug Safety Services

1.1 Scope of Poison Control and Drug Safety Services

a. The City's Department of Public Health and Environment ("DDPHE") is the principal City department responsible for this Appendix. The Authority will provide poison control and drug consultation services including, but not limited to toxicology information and treatment recommendations to consumer and health care professionals for poisoning, consultation to the public and health care professionals and public and professional education. The Authority will also provide toxicological information and consultation and education to City and County of Denver regulatory agencies.

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

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

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

b. This payment is characterized as a flat payment. The City and the Authority agree that the annual maximum payment for Fiscal Year 2025 shall be $125,040 of which $10,000 is reserved for regulatory consultation. The first up to 25 hours of consultations will cost $5000. Additional 26-50 hours of consultations will cost an additional $5,000 The calculation is shown below.

Denver Health and Hospital Authority: Rocky Mountain Poison and Drug Safety Consultative Services (RMPDS)

Year 2025 Budget Final

Cost Center	Personnel	Supplies & Services	Capital	TOTAL
RMPDS	115,040	-		115,040
TOTAL RMPDS	**115,040**	**-**	**-**	**115,040**

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

1.4 Performance Criteria

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a. The Poison Center will answer phones 24 hours a day, 365 days a year. The Poison Center will target telephone line answer within ten rings however, variable volume may impact speed to answer .

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

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

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

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

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

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

Poison Center
Drug Safety Services Center

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

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

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A.9 Clinical and Laboratory Services for the City's Department of Public Health & Environment

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

a. The City's Department Public Health & Environment ("DDPHE") is the principal City department responsible for this Appendix. The Authority will provide Pathology and Laboratory Services for DDPHE. These services may include, but are not limited to Anatomic Pathology services (histology and cytology), Clinical Pathology services (clinical laboratory tests), and medical consultation.

b. The Scope of Services to be provided by the Authority's Department of Pathology and Laboratory Services ("DPLS") includes services and supplies provided to the City.

c. DHMC courier service: In the event DHMC is unable to provide courier services, the City will utilize a third-party vendor (Lab Logistics or Quicksilver) at the expense of DHMC.

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

Microbiology Supplies:

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

Core Lab Services:

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

Histology Supplies:

- Pre-filled formalin containers/jars
- Histology cassette blocks
- TissueTek containers
- Histology cassette blocks (in wax) stored on site at DHMC until a TissueTek file box is full. Once full, the TissueTek file box will be delivered to the appropriate parties via DHMC courier service.

1.2 Payment Mechanism. Subject to Section 4.1 of the Second Amended and Restated Operating Agreement, the City will purchase from the Authority the Services as described in 1.1(a) and 1.1(b) in accordance with the following:

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a. The City will order or request Lab Services to be provided directly to the City (and not to, or on behalf of, a particular patient or City employee). Lab Services will be paid for directly by the City, as follows:

b. The City agrees to reimburse DPLS at the rates set forth in the agreed upon 2025 fee schedule. Non-scheduled Lab Services performed at DPLS will be billed at the current Medicare fee schedule rate. Tests not performed at DPLS but forwarded to a reference laboratory will be billed to the City at the same charge as the reference laboratory charges DPLS (any DPLS discounts will be passed through to the City plus a $10 handling charge).

c. Any amendments or changes to the scheduled fees shall be effective sixty (60) days following the date upon which DPLS has notified the City in writing, at which time the amended fee schedule will become part of this Addendum. No tests or services will be priced below the fair market value as required by law.

d. Invoices will include:

(i) Name and address of DPLS.

(ii) Name and address of the Service Location.

(iii) Name of each patient to whom services were provided, the date each service was provided, the accession number for each service provided, the CPT code, if applicable, for each service provided and the charge for each service provided.

(iv) Third party courier charges.

1.3 Records

a. Record Retention Requirements Compliance. DPLS agrees to keep and maintain any and all records, including but not limited to medical and financial records, for services rendered by DPLS to patients of the City as may be required by federal, state, or local government agency regulations.

b. This payment is characterized as a fee for service.

1.4 Specific Time Frame for Performance; Performance Criteria and Laboratory Report Delivery. Clinical and Laboratory Services for the City are a Core Service as defined in the Operating Agreement.

a. DPLS shall provide service twenty-four hours per day, seven days per week. DPLS agrees to render Lab Services for the patients of the City in accordance with orders given by the physicians treating the patient.

b. DPLS shall use reasonable efforts to complete tests within stated expected turnaround times (TAT) following receipt of the specimen and the requisition. In general, TAT should be no more than four (4) days following receipt of the specimen and the requisition, unless

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the test is esoteric, anatomic pathology, molecular diagnostic testing, or a microbiology test which requires longer turnaround. DPLS pricing and TAT for 2025 has been distributed and accepted by the City.

c. Routine Histology slides shall be available within five (5) business days following specimen receipt by DPLS.

d. DPLS agrees to deliver a copy of the laboratory report in a timely manner and per the hospital laboratory TAT's. The laboratory test report will include at a minimum: patient's name, date of test, test name, test result, normal values, laboratory name and address. DPLS agrees to make all records on the City patients to whom DPLS has rendered services available for the City upon request.

e. The City shall notify DPLS of any time-sensitive testing requirements. On request for time-sensitive laboratory testing, the Authority shall meet the time requirements of the City whenever possible.

f. If the laboratory is unable to run a requested test within the TAT specified, it shall immediately notify the Office of Medical Examiner or other affected City agency.

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

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

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APPENDIX B

This appendix sets forth Non-Core Services that the Authority provides to the City.

B.1 Center for Occupational Safety and Health (COSH) and Worker's Compensation Triage Line (OUCH Line)

1.1 Occupational Health & Safety Services:

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

b. Partnership: In partnership with the City, the Authority shall manage the Denver Health portion of the Occupational Health Services for the City, which is a critical part of the City's workers' compensation program and employment-related medical programs.

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

(i) Initial Evaluation and Causation Analysis

a. Comprehensive Review with Causation Focus: The initial evaluation of all City employee occupational injuries or diseases (including infectious and toxic exposures), except in conflict-of-interest cases, shall include a detailed and impartial history and systems review specifically focused on **causation**. Causation, in this context, refers to determining if the reported mechanism of injury (accident, exposure, or job duties) aligns with the employee's reported complaints.

- Strength of the Association: The nature and severity of the employee's reported complaints (symptoms and limitations) should be assessed in relation to the reported mechanism of injury.
- Temporality: The timing of the reported injury/disease in relation to the work activities (mechanism of injury) should be established.
- Specificity: The physician should evaluate if the reported complaints are specific to the reported work activities and mechanism of injury, or if there could be other contributing factors.

b. Causality Statement: The initial evaluation report must include a dedicated section addressing the physician's **opinion on causation**. This statement should clearly explain the connection between the following, within a reasonable degree of medical probability as required by Colorado state law:

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- Mechanism of Injury: The physical forces or events that likely caused the injury, considering the temporality of the event in relation to the reported symptoms.
- Patient Complaints: The employee's symptoms and functional limitations, evaluating the specificity of these complaints to the reported mechanism and work duties.
- Work Duties: An analysis of the employee's work activities relevant to the injury, considering any information provided (e.g., job descriptions, witness statements). This analysis should assess the strength of the association between the work duties and the reported mechanism of injury.

c. The report should discuss the plausibility of the proposed causal pathway, considering the employee's medical history and any pre-existing conditions. If possible, the report should comment on the consistency of the findings with similar cases or established medical knowledge.

d. Need for Additional Information: If insufficient information exists for a definitive conclusion on causation, the physician will clearly state this in the report. Additionally, the report should outline a plan for gathering any necessary details (e.g., requesting incident investigation/ worksite information)

e. Independent Causation Analysis: Unnecessary referrals solely to determine causation will be avoided except when unable to establish a definitive diagnosis. In such exceptional circumstances, the referring physician will clearly document the rationale for referral within the patient's report. The physician assumes responsibility for conducting a thorough and well-documented causation analysis.

f. Ongoing Evaluation: Causation will be re-evaluated at each subsequent visit until a definitive conclusion is reached, considering any additional information obtained.

g. Return-to-Work Focus: The report will also include time-defined and goal-oriented medical care and treatment plans designed to facilitate the employee's functional return to work as soon as medically appropriate. COSH will consider all the physical demands of the employee's specific job duties. If needed, further clarification will be sought to ensure the work restrictions align with the employee's work requirements.

(ii) Gate Keeper Function and Management of Medical Care: This section establishes the Center for Occupational Safety and Health (COSH) as the gatekeeper for managing medical care provided to City employees for occupational injuries or diseases.

a. Referral Process for Specialized Care: Employees seeking specialized healthcare services (beyond initial evaluation by COSH) or undergoing certain

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medical procedures must first obtain a referral from COSH. This includes situations where:

i) Direct Referral by COSH: COSH may directly refer employees to specific specialists or procedures based on the initial evaluation.
ii) Referral from External Providers: If an employee seeks care from a physician, clinic, or provider outside of COSH, a referral from COSH is still required for accessing specialized care or procedures.

b. Management of All Treatment: COSH will oversee and manage the medical care provided by all physicians and providers involved in the employee's treatment plan. This includes:

- Coordination and communication between healthcare providers
- Monitoring treatment progress
- Ensuring adherence to established CCD protocols.

(iii) Shall maintain clear and efficient communication channels 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 Center for Occupational Safety and Health (COSH) is responsible for maintaining and managing a network of qualified Level I/Level II specialists for City employee occupational health needs. In non-emergency situations, COSH shall prioritize referrals to specialists within this established network. Referrals to specialists outside the Level I/Level II network require prior written justification from COSH to the City. COSH's justification will be reviewed to ensure a compelling reason exists for out of network referrals. The City retains final approval authority for all referrals to out-of-network specialists.

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

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

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

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

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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:

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(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

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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. Managed Care: The term "managed care services" used in this agreement shall be interpreted in accordance with the definition provided in the Colorado Workers' Compensation Act (Articles 40 to 47, Title 8, Colorado Revised Statutes) and any relevant promulgated rules (collectively, the "Act"). The City retains the option to provide "case management" services as defined in the Act.

b. Best Practices and Medical Management: The Authority acknowledges that managed care represents an industry best practice for workers' compensation cases. Therefore, the Authority will utilize a standardized approach to medical management, including the regular assessment and preparation of Progress Reports (details outlined below).

c. Initial Reporting and Data Collection

(i). Initial Report: All new claims for work-related injuries or occupational diseases will require an initial narrative report from the initial evaluating physician. This requirement excludes first-aid injuries as defined in section 1.4(b)(iii) of this contract.

(ii). Standardized Data Collection: To ensure consistent data capture for all new workers' compensation claims, patients will complete the City-approved "Patient Initial Workers' Compensation Injury Questionnaire" (PIWCIQ). The PIWCIQ will be transmitted electronically upon request to the Workers' Compensation Unit (WCU) along with the initial encounter report and work status summary.

(iii). Content of Initial Report: The initial report shall address all elements outlined in the Progress Report contained below.

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d. Progress Reporting: Ensuring Guideline Compliance and Goal-Oriented Care: All new cases will undergo a comprehensive review at least every 30 days during follow-up visits. Each review will be documented in a detailed "Progress Report" attached to the medical file. All health care providers shall use the Medical Treatment Guidelines promulgated by the Director, as required by § 8-42-101(3)(B).

(i). Reporting Requirements and Medical Treatment Guideline Compliance: All new workers' compensation cases will undergo a comprehensive review at least every 30 days during follow-up visits. Each review will be documented in a detailed "Progress Report" attached to the medical file and submitted to the Workers' Compensation Unit (WCU). Each diagnosis, body part treated, and treatment plan will be assessed for compliance with the Medical Treatment Guidelines. Deviations from the Medical Treatment Guidelines will require a clear justification documented in the report.

(ii). Goal-Oriented Care and Progress Tracking: The Progress Report will outline specific, measurable treatment goals with defined timelines for achievement. Progress towards these goals will be tracked at each review to determine the continuation and duration of treatment.

(iii). Specialist Referrals and Reporting: When a COSH provider refers to a specialist, they are responsible for obtaining the specialist's report, providing a copy to the WCU and having the report readily available during all follow-up appointments and reviews.

(iv). Timely Delivery: All specialist reports will be delivered to the WCU within five (5) business days, unless otherwise specified. Similarly, any reports received by the WCU will be forwarded to the COSH provider.

1. e. Goal-Oriented Treatment Plans: The report will outline specific and measurable treatment goals with defined timelines for achieving them. Progress towards these goals will be reported at each review, assessing if treatment should continue and for how long.

(iii) Delivery of Progress Report: The Progress Report will be delivered to the City's Risk Management Office within five (5) business days of each mandatory review. When requested, approval shall be granted for seven (7) 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 ("Treatment Plan") shall be included as part of the initial medical narrative report (as referenced in Section 1.4(e) above). This Treatment Plan must comply with the following:

a. Alignment with Guidelines: Adhere to established medical treatment guidelines and acceptable practice standards.

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b. Goals and Timeframes: Define specific, measurable goals for the employee's recovery, along with an estimated timeframe for achieving Maximum Medical Improvement (MMI) as defined under the Act.
c. Return to Work Considerations: Consider potential workplace accommodations and restrictions to facilitate a safe and efficient return to work.
d. Referral Integration: If specialist referrals or diagnostic testing occur, explain how these interventions impact the overall treatment approach and estimated timeline for MMI.
e. Regular Review and Updates: Review and update the Treatment Plan at the same frequency as Progress Reports (as defined elsewhere in this agreement) until MMI is achieved.
f. The City has the option to participate in biweekly COSH meetings to review treatment plan effectiveness and progress towards MMI.

(v) Gatekeeper Role and Medical Necessity Review

a. Gatekeeper Responsibility: Referring a City employee to a specialist does not relinquish the Authority's gatekeeper responsibility for those who choose the Authority as their designated provider.
b. Medical Necessity Review: The City reserves the right to request justification (explanation of medical necessity) from the ATP for any care deemed unreasonable and/or unnecessary; unrelated to the injury and/or inconsistent with established Treatment Guidelines (as outlined in Section 1.4.d(i).

(vi) Random Audit Selection and Scope: The City reserves the right to conduct random audits of a statistically significant sample of Workers' Compensation medical records provided by COSH.

1. A statistically significant sample will be chosen, typically around 10% of the records generated in the preceding 24 months. The specific reports for audit will be chosen through a randomized process to ensure a fair and unbiased assessment. The audit will encompass initial reports, progress reports and treatment plans.

2. Audit Criteria and Focus: The audit will focus on best practices for efficient, high-quality care that expedites the employees' return to work and improved function as well as clear communication that fosters collaboration between COSH and the Workers' Compensation Unit. Selected reports will be evaluated for adherence to the following criteria:

a. Completeness and Timeliness: Verification that all required reports, including initial reports, work status summaries, and progress reports, are completed and submitted electronically to the WCU within designated timeframes.

b. Clinical Quality and Documentation:

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i). Clear Initial Reports: Initial reports provide a comprehensive overview of the injury, including mechanism, diagnosis, and initial treatment plan, and functional limitations.

ii). Causality Assessment: Initial reports should establish a clear link between the work-related injury and the treatment plan through thorough patient evaluation.

iii). Work Restrictions and Return-to-Work: Documentation of work restrictions and a clear timeline for safe return to work, considering the employee's specific job demands.

iv). Timely and Informative Progress Reports: These reports should detail treatment progress, goal achievement, and any adjustments to the plan.

v). Specialist Integration: Clear documentation of specialist reports and their integration into the overall treatment plan should be available.

vi). Treatment Guideline Adherence: Treatment plans should align with established Workers' Compensation Medical Treatment Guidelines with clearly documented justifications for any departures from the treatment guidelines.

vii). Goal-Oriented Care with functional gains: Progress reports detail treatment progress, achievement of specific and measurable goals that improve the employee's ability to return to work (functional gains), and estimated timeframe for achieving Maximum Medical Improvement (MMI) as defined under the Act.

3. Access to Records and Reporting:

a. Advance Notice: The City will provide at least one month's notice before requesting access to patient records for audit purposes.
b. Minimizing Disruption: Access to records will be coordinated to minimize disruption to ongoing clinical operations.
c. Audit Report Distribution: A copy of the final audit report, outlining the findings and any identified areas for improvement, will be provided to the Authority.
d. Operational Procedures and Requirements.

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(i) Treatment of Non-Emergency Injuries: For non-emergency injuries reported during regular business hours initial evaluation for all City employees shall be performed the same day the injury is reported. For non-emergency injuries reported at other times, City employees shall receive initial treatment at an appropriate care facility but shall receive any necessary follow-up treatment at the COSH on the next business day or as appropriate 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) within 6 months of starting. Physicians who are in the process of receiving their Level II Certification will have their notes cosigned by a certified Level II Physician until Level II Certification is complete. NP/PAs will be Level I Certified within 3 months of starting and will have notes cosigned by a Level II physician until Level I Certification is complete. 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 nurse practitioner or physician's assistant 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 narrative report.

3. In all cases requiring multiple visits, one of the first three visits 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 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. When requested, receipt of such records within seven (7) business days shall be granted.

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(v) Authorization and Notification: All COSH providers shall obtain prior authorization for services, including referrals, in all cases involving stress, mental or emotional, psychiatric or psychological issues, secondary employment, questionable course and scope issues, hearing loss exposures, 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 typically seen in the workers' compensation arena in the provider's experience, and when required by Rule 16 and/or Rule 17 Medical Treatment Guidelines of the Workers' Compensation Rules of Procedure, or as instructed in writing by the 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. All medical authorizations and referrals will be emailed to wcreferrals@denvergov.org. Phone contact with one of the adjusters, Workers' Compensation Manager, one of the two Nurse Case Mangers, or the Workers' Compensation Program Manager is acceptable in most instances, for any true emergent referral.

(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.

g. Referral Process.

(i) As one of the initial designated providers for the City, the COSH shall, in partnership with Risk Management of the City, maintain a list of consultant specialists for referral purposes. The COSH shall enter into a written agreement with each consultant specialist to whom it refers City employees. Upon request, 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.

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(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 Medical Director will review recommendations for adherence to the Rule 17 Medical Treatment Guidelines and/or ODG Treatment Guidelines upon request.

(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) When acting as the initial designated provider or examining an injured employee in the first instance after an emergency room visit, COSH physicians will function as primary care physician/authorized treating physician (ATP) as defined in the Act. In all instances in which the COSH refers the injured employee to a consultant specialist for treatment and evaluation, that physician shall be a DOWC Level I and/or Level II accredited physician unless otherwise agreed upon by the City and COSH.

1.5 Service Team. As mandated by §8-43-404(5)(a)(I)(A), of Colorado Revised Statues (C.R.S.), the City is obligated to designate ATP. By January of each year, Risk Management will issue a written designation to the COSH Medical Director, officially appointing current COSH physicians as ATPS. The authorized treating physicians status remains in effect until the related workers' compensation claim is closed or Risk Management communicates a change in the authorized treating physicians to COSH. Physicians not designated as authorized treating physicians cannot provide services, treatment, or consultations to injured City employees. If a designated COSH provider/physician exhibits a pattern of performance inconsistent with prevailing standards of medical care, the COSH Medical Director and Risk Management will collaborate to establish a mutually agreed-upon plan of action to address the issue.

1.6 Reporting.

a. Performance Metrics Annual Report: The Authority will submit an annual report by October 1st of the year following the reporting period. This report will detail performance statistics for the prior three fiscal years (including the current year) related to services provided to the City under this Appendix B-1. The report will include, but not be limited, the following key performance indicators (KPId) to assess the effectiveness of Workers' Compensation services for City employees:

1. Clinic Operations: Average initial visit and routine follow up wait times from check in, waiting room and exam room. Appointment scheduling efficiency and percentage of appointment filled within desired timeframe.

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2. Treatment and Recovery: : Average length of time City employees receive care from a COSH provider per claim.

3. Treatment Frequency: Average number of days between COSH provider visits for injured employees.

4. Average Days Off Work: Average number of days City employees are unable to work.

5. Restricted Duty: Average number of days City employees are unable to work at full capacity.

6. Average days to Maximum Medical Improvement (MMI): Average number of visits from initial treatment at COSH to achieving MMI.

Non-Workers' Compensation Encounters: By Agency or Department as identified below.

Other services as requested in the prior contract year.

b. Ongoing Quality Reviews by COSH: As an integral part of the medical management process identified in section 1.4 of this Appendix, COSH will conduct ongoing quality reviews of the services provided to City employees with work related injuries. The Authority and City will jointly establish a set of KPIs aligned with industry best practices and relevant to Colorado Workers' Compensation standards. These KPIs will measure the effectiveness and quality of services provided to City employees for work related injuries. COSH will collect and analyze data related to the established KPIs. This data will be incorporated into the annual report outlined in Section 1.6, annual report. Utilizing the data collected and analyzed, the City and COSH will collaborate to identify areas for improvement within COSH's Workers' Compensation Services.

c. Other Requested Reports: In addition to the reports outlined elsewhere in this Appendix, COSH shall provide upon request from the City's Risk Management office, reports that quantify COSH's performance against mutually agreed-upon key performance indicators (KPIs) aligned with industry best practices and relevant Colorado medical clinic best practices for patient access to care. These KPIs may include, but are not limited to:

1. Patient Satisfaction Surveys that that measure patient satisfaction with various aspects of the care provided by COSH physicians and staff, including:
    - Clinical competence and communication: Measures patient perception of physician expertise and ability to explain diagnoses and treatment plans.

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- Courtesy and respect: Measures patient perception of respectful and courteous treatment from all COSH staff.
- Efficiency and timeliness: Measures patient perception of wait times, appointment scheduling ease, and overall efficiency of their care experience.

2. Clinical Quality Metrics: Metrics that track the effectiveness of COSH's treatment protocols and interventions for work-related injuries.

1.7 Enforcement and Compliance.

a. Audit of Workers' Compensation Files: At the City's expense and discretion a random audit of workers' compensation medical files may be conducted by an independent, outside party to ensure compliance with the requirements of this Appendix, as well as the Act and other governing laws, rules, and regulations. The number of files reviewed should be equivalent to the average of new claims filed each week for the previous calendar year, but not less than 100 files. A checklist of requirements based upon this Appendix and the requirements under the Act shall be developed by the City. If the auditor needs access to charts held by the Authority, arrangements for access to those records must be made a month in advance and that access to the records must not disrupt clinical operations. The results of these audits will assist the City in determining the level of quality in the services it is purchasing from the Authority under this appendix and to what extent the Authority has acted in partnership with the City to reduce the overall costs of the City's workers' compensation program while providing City employees with the high quality medical care.

1.8 Payment Mechanism: To the extent City employees receive services described in section 1.1 of this Appendix from the Authority, and pursuant to Section 4.1 of the Second Amended and Restated Operating Agreement. This payment is characterized as an actual cost. The City and the Authority agree that the estimated annual amount for Fiscal Year 2025 is $625,000.00. Payment for said services shall be as follows:

a. Workers' Compensation Payments: For patient encounters classified as "workers' compensation encounters", as defined herein, the City shall reimburse at the current charge according to 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, and/or the PPO discount available the City's current bill review provider. The Authority shall submit individual patient bills to the Risk Management Office or other designated location.

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

(ii) Savings Sharing: The intent of the City is to effectively manage the medical components of its workers' compensation program and provide high quality medical care to its employees in the most cost-effective manner. City and COSH shall work together to identify appropriate metrics measuring medical performance upon which to create an incentive program in future operating agreements.

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

(i) The Authority shall submit a bill to the City's Risk Management office within (thirty) 30 days after the first business day of the month for non-workers' compensation services provided the prior month.

(ii) Each invoice must be accompanied by a report breaking down the encounter and itemizing services provided by the name of employee or applicant, date of service, service type, and identifying department or agency utilizing services for the month just completed. Upon receipt and review of each monthly invoice, the City will authorize payment, subject to resolution of any disputes over the invoice.

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

1.9 Workers Compensation Triage Line (OUCH Line)

a. DHHA, by and through its department, the Denver Health NurseLine (DHNL), shall provide the City and County of Denver ("City") with OUCH Line workplace incident reporting and work injury telephone triage services.

b. OUCH Line Services shall include answering incoming telephone calls, collection, and documentation of work injury reports and work injury triage recommendations ("Services").

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1.10 OUCH Line Scope of Services.

a. Services shall be provided seven (7) days a week, twenty-four (24) hours a day, three hundred sixty-five (365) days a year.

b. All calls for Services will come to the DHNL by dialing the designated DHHA OUCH Line number (303-436-6824). DHNL agrees that it will not publish or otherwise intentionally disseminate this designated phone number outside DHHA and the City because all Services provider hereunder are intended to be for employees of DHHA and the City only.

c. Employees or Supervisors may place calls to DHNL. If a single call results in requests for services to multiple people, each person shall be considered an individual case.

d. The DHNL OUCH Line will provide the following program services:

(i) First Report of Injury

1. Work Injury Report Case: If no medical advice is requested, or required based on the incident, case will be "categorized" and reported as a "work injury report" (non-triage) case. For these cases DHNL will collect and document complete and appropriate work-injury information for each employee encounter on a client specific incident report standardized to the City's requirements and unique risk management needs.

2. Work Injury Triage Case: If DHNL staff provides information as to what course of action to follow in treating an occupational health problem or injury, including information concerning the source of appropriate medical care, these calls shall be marked and reported as "work injury triage" cases. For these cases DHNL will utilize physician authored guidelines to determine if a medical evaluation is needed, provide medical triage and First Aid advice to employees calling regarding a work-related incident. In addition, DHNL will advise employees to seek the appropriate level of care based on symptoms.

A. Self-Care Treatment
B. Preferred physician/facility network
C. Urgent Care
D. Emergency Room Services

3. Blood Borne Pathogens Exposure (BBPE)/Unknown Meningitis Exposure Calls: A BBPE case is when an employee reports or suspects a possible blood borne pathogen exposure. An Unknown Meningitis Exposure case is when an employee is exposed, and the OUCH Line needs to determine if the exposure if viral or bacterial.

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4. Physician Medical Triage Case: Calls resulting in a recommendation for medical care may be provided second level triage by an experienced medical provider. All medical providers will be overseen and trained on OUCH line assessment by a Board-Certified Emergency Medicine Physician. Trained professionals will respond to the caller with medical information, provide instructions for home care, or recommend that the caller seek care at a medical facility.

(ii) REFERRALS: The OUCH Line will provide employee referrals to pre-approved designated facilities /qualified providers as per the direction and authorization of the City Risk Management Department.

(iii) FOLLOW-UP CALLS**:** If an employee or supervisor calls back to provide additional information, these are considered follow-up calls. The following will be collected for all follow-up calls and entered into the original call record:

Employer
Caller name
Report ID if available
Reason for call

Examples of these calls may include but are not limited to the following: calls where a report has already been completed and caller requests an update of report, change in provider, ineligible employee, etc.

(iv) REPORTING: The OUCH Line will provide the City Risk Management Department with the following reports:

1. 1st Report of Injury Case Reports: DHNL will send a report of injury, via a direct feed to the City's Risk Management Information System. Additionally, DHNL will send a report of injury via secure e-mail to the following departments at e-mail addresses provided by the City:

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

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

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

3. Custom Reports. Custom reports are available at an additional cost based on the data fields available in the database collection system. Upon request by the City, DHNL will determine whether the City's custom request can be accommodated.

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(v) OTHER SERVICES:

1. Language Interpretation/Translation Services: In the event that the DHNL Program receives a call in a language other than English and the DHNL provider needs to consult with a translator in order to provide services to the caller, the DHNL provider will connect with a translation service so that Services can be provided pursuant to this Agreement. Translation cost will be charged to the City on the monthly invoice following the occurrence. Charges will be billed based for all languages on a per minute basis. Current rates are $3.35 per minute.

2. Electronic Call Recordings (Audio Cases): Should the City need a voice copy of a case/call or request call recording storage; such can be made available up to 6 months from the date of the call. If the City requests a voice recording of a case/call, DHNL can provide a wave file to the City. If a request is made to store a specific recording, this can be done for an agreed upon time period otherwise they remain in archive for up to 6 months, at which time they are delete. These services are available upon written request. Please provide case#, date, time, and department name. Wave files of recordings will be provided to the City within five (5) business days from request date. Wave files will be billed at the rates shown in the Compensation section.

3. IS Services: DHNL will maintain the necessary software and database to document and report on work injury calls. In addition, we will provide call records to Company via a secure e-mail system. These may include other custom connections, custom reporting, etc. All such charges will appear on the monthly invoice following the occurrence. Any additional requirements may be billed at the IT Services rate in the Compensation section.

4. Administrative Services: City may be billed for requested services based on the level of employee required to perform the services. An example of a special request may include, but is not limited to, an evaluation of a call record and voice recording with or without physician review; custom reports, training of the City employees, etc., which are outside of the standard call center work injury case management. Additional fees may be billed at the Administrative Services rate in the Compensation section.

Services will be provided in accordance with the following:

A. DHNL will utilize protocols and guidelines consistent with standards established by nationally recognized healthcare professionals. New protocols and unique guidelines will be mutually agreed upon before implementation.

B. DHNL staff shall be appropriately licensed and trained to provide the Service.

C. DHNL shall perform the Services in compliance with all applicable Federal, State and local laws and regulations.

D. DHHA shall operate DHNL in accordance with its policies and procedures.

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5. DHNL Processes – Call Handling

Services will be handled in the following manner:

A. Request for Services" shall mean an incoming call requesting Services regarding a work injury. Employees or Supervisors of the City may be placing calls to the OUCH Line.

B. All calls for Services will come to the DHNL by dialing a designated OUCH Line number. DHNL agrees that it will not publish or otherwise intentionally disseminate this designated phone number outside of Denver Health and the City of County of Denver.

C. DHNL will answer all incoming calls with the existing greeting. All individuals answering Inbound Calls shall use their best judgment in responding to the call.

D. All calls managed by DHNL shall be documented in a medical triage software system. Documented information may include patient (employee) specific information, including demographics, symptoms, general medical history, and nurse communication back to the caller.

E. DHNL will handle all inbound calls to the City OUCH Line for employees injured in the State of Colorado or Nurse License Compact States.

i. Data Records. DHNL will maintain all hard copy or computer-based information indefinitely during the contract period. Following the termination of this contract, DHNL will retain data records for a period of three years. This data can be provided to the City during this three-year period for a fee that is mutually agreed upon by both parties. Information obtained from callers (data records) in provision of services will be jointly owned by the City and DHNL.

ii. Quality Assurance. As per established quality assurance guidelines, DHNL will monitor and review random calls.

iii. Complaint Procedure. All complaints will be documented in writing. Each complaint will be reviewed by the Program's manager. Follow-up and appropriate corrective action, if any, will be done as necessary on all complaints.

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iv. Changes in Services. All requests for changes in Services will be submitted in writing. All changes will be mutually agreed upon in writing by the parties prior to implementation.

2025 OUCH Line Fee Schedule									
	RN Triage	MD Triage	Non-Triage	Follow Up	Language Interpretation (per minute)	WAV Files	BBP/Unknown Exposure	Drug Exposure Protocols	Monthly Fee (includes monthly report)
2025	$40.00	$23.00	$19.00	$15.00	$3.35	$15.00	$50.00	$20.00	$500.00

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DENVER
THE MILE HIGH CITY

Center for Occupational Safety and Health
FEE SCHEDULE FOR NON-WORKERS' COMPENSATION SERVICES

DENVER HEALTH
CENTER FOR OCCUPATIONAL
SAFETY AND HEALTH

CITY & COUNTY EMPLOYEES

2025

PHYSICAL EXAMS	Per Service Fee
Post Conditional Job Offer Physicals with HPE exam	$ 318.00
Post Conditional Job Offer Physicals with Range of Motion	$ 318.00
Civil Svc (Fire recruits - NFPA 1582) Post Cond Job Offer Physical (Inclds CBC & Metabolic Panel) with Range of Motion	$ 595.00
Civil Svc (Police Recruits - ACOEM-LEO) Post Cond Job Offer Physical (Inclds CBC & Metabolic Panel) with Range of Motion	$ 595.00
Dept of Safety (Cadets) Physicals with Range of Motion	$ 318.00
Dive Physical and Bomb Squad Physical	$ 344.40
DOT Physicals (renewals)	$ 96.00
DOT Physical Followup (routine)	$ 72.00
DOT Physical Followup (complex)	$ 108.00
DOT Physicals (new) with drug screen	$ 312.00
DOT Physicals (new) with drug screen and HPE exam	$ 462.00
Combined Post Offer & DOT Physical (new) with drug screen	$ 390.00
Hazmat / Meth Lab physicals (Includes CBC, Metabolic Panel, Lipid)	$ 420.00
Respirator use Medical Exam / Hazmat Exposure Physical Exam	$ 138.00
Medical Review of OSHA Questionnaire	$ 63.60
Fit for Duty	$ 280.00
Fit for Duty Followup	$ 120.00
Disability Retirement (Without Physical).	$ 96.00
Disability Retirement Physical	$ 216.00
DPD Firing Range Surveillance Exam/Crime Lab Exam (incids Audio, CBC w/DIFF, BUN, Creatinine, Blood Lead, ZPP)	$ 420.00
Lead Exposure Exam (Includes Blood Lead, ZPP, CBC w/DIFF, BUN, Creatinine)	$ 420.00
Lead Exposure Exam Follow up (Only Blood Lead and ZPP)	$ 180.00
OTHER SERVICES	
Chest X-Ray	$ 330.00
Medication Visit (EO 94 Compliance)	$ 72.00
Breath alcohol test	$ 36.00
Drug screens	$ 216.00
Hair Follicle Drug Testing 5-Panel	$ 198.00
Hair Follicle 5-Panel Extended	$ 216.00
Hair Follicle 7-Panel	$ 300.00
Hearing screening	$ 37.20
Vision test	$ 30.00
Occupational Health Provider (Time Charged Per Hour)	$ 175.20
Respirator Fit Test Qualitative	$ 62.40
Respirator Use Training	$ 37.20
Respirator Training & Qualitative Fit Testing Combined	$ 85.20
Requested drug screen (EO 94)	$ 216.00
HPE Exam	$ 150.00
Range of Motion PT/OT Exam	$ 150.00
Heart Echo Test	$ 176.40
Cardiac Stress Test and Interpretation	$ 282.00
VO2 Max	$ 210.00
EKG	$ 90.00
IMMUNIZATIONS	
Hep B Shot (per injection)	$ 96.00
Flu Shot	$ 42.00
PPD	$ 30.00
Two Step PPD	$ 30.00
QuantiFERON-TB Gold	$ 108.00
MMR Vaccine	$ 96.00
Tdap Vaccine	$ 72.00
TD Vaccine	$ 72.00
Hep A Vaccine (per injection)	$ 96.00
Rabies Vaccine	$ 476.40
Rabies Titer	$ 72.00
PHARMACEUTICALS	
Epi Pen	$ 300.00
Notables:	
1) Other services/ procedures will be provided as medically required and will be billed by applying the appropriate cost to charge ratio to the current hospital charge for that service or on an agreed upon price.	
2) Drug screen cost does not include medical record (MRO) services. These are billed at the COSH MRO provider rate.	
3) 2020 Fee for Service - Volume sensitivity model based on competitive pricing, using year to date COSH volume.	
4) A 15% fee will be added to any services requested off-site. Any pre-planned reserved apprnt blocks will require a 50% minimun utilization and will be charged for a minimum of 50% of requested volume.	

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B.2 NurseLine Services

1.1 Agreement to provide NurseLine Services

a. The Authority will provide medical triage services including, but not limited to nurse medical triage, physician medical triage, medical information, and resource referral information to medically indigent citizens of the City and County of Denver.

b. The City will reimburse the Authority for a portion of the estimated number of medically indigent NurseLine calls from citizens of the City and County of Denver.

1.2 Payment Mechanism.

a. Pursuant to Section 4.1 of the Second Amended and Restated Operating Agreement, the City will purchase medical triage services for medically indigent citizens of the City and County of Denver, in an agreed amount based on the estimated number of uninsured, medically indigent callers who are citizens of the City and County of Denver.

b. The City and the Authority agree that the annual maximum payment for Fiscal Year 2025 shall not exceed $181,114. This is characterized as a flat payment. Each invoice shall include the number of uninsured calls for the performance period.

1.3 Performance Criteria.

a. The NurseLine will respond to callers 24 hours a day, 365 days a year.

b. Call Center Agents will intake calls, gather chief complaint or medical question, and will collect demographics on calls where medical information is provided.

c. Registered Nurses will provide medical triage utilizing National to arrive at a final disposition of 911, ED, Urgent Care, Appointment, or Home Care.

d. Calls resulting in a recommendation for medical care within 24 hours may be provided second level triage by an experienced medical provider. All medical providers will be overseen and trained on DHNL procedures by a Board Certified Emergency Medicine Physician. Trained professionals will respond to the caller with medical information, provide instructions for home care, or recommend that the caller seek care at a medical facility.

e. Language Translation will be provided for callers through Denver Health medical interpretation services or appropriate external medical language interpretation services.

f. The NurseLine will strive to adhere to call center standards set by the Utilization Review Accreditation Commission (URAC) Healthcare call Center Guidelines, National Committee for Quality Assurance Guidelines (NCQA), and the Health Insurance Portability and Accountability Act (HIPAA).

g. The Authority will provide a monthly report to the City through the Executive Director of the Department of Public Health and Environment. The report shall provide numbers

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for the total and for the target populations served that month and the amount of year-to-date expenses and revenues for the Denver Health NurseLine. The monthly report shall be submitted to the City by the 20th day after the end of each month.

h. In addition to monthly reports described below, the Authority will provide an annual report by May 1 of the year following the year being reported on to the City through the Executive Director of the Department of Public Health and Environment. The report shall include the following information for the year just ended and the previous fiscal year: NurseLine medical triage cases in total; medical triage cases for uninsured, medically indigent patients from the City and County of Denver; physician medical triage cases; behavior health cases; all other cases; and medical interpretation cases.

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B.3 Acute and Chronic Health Care at Denver County Jail and Downtown Detention Center

1.1 Scope of Medical Services

a. The City's Department of Safety is the principal City department responsible for this Appendix. The Authority shall oversee and provide the City with onsite health services at the Denver County Jail (DCJ) and Downtown Detention Center ("DDC"), including physical examination, dental examination and x-ray (dental x-ray at the DDC and DCJ), laboratory services, medication room, TB screening program, first aid for jail employees, inmates, and visitors, behavioral health care, mental health assessments, radiology (radiology only at DDC), long term intravenous antibiotics (only at DDC), medical oversight of negative air rooms (only at DDC), wound vacs (only at DDC), bio-hazard disposal, peer review, and EKGs. In addition to onsite services, the Authority shall oversee and provide annual TB screening at Denver Health for sworn staff and other staff that have frequent contact with the inmate population, at the actual cost of labor and materials of the TB screening test. In addition to complying with applicable state and federal laws, acute and chronic medical care, dental and mental health services will meet the National Commission on Correctional Health Care ("NCCHC") standards and American Correctional Association ("ACA") standards, including for the Prison Rape Elimination Act ("PREA"), through certification or audit by the City and maintain accreditation.

(i) The Authority will be responsible for issuing written prescriptions and that process will be subject to inspection as requested by the City and the State Board of Pharmacy.

(ii) Arrestees, pretrial detainees and inmates receiving medical care at the DCJ and DDC are patients of the Denver Health Medical Center (the Authority).

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

(iv) One provider and one psychiatric provider shall be on call twenty-four (24) hours per day, 365 days per year, to answer medical and psychiatric questions related to inmate care. OnB.3site provider and mental health provider (psychiatrist/mid-level) coverage shall be provided at least five (5) days per week at DDC and three (3) days per week at DCJ with hours as appropriate. Scheduling for these onsite visits will take into consideration a time period that does not interfere with other jail activities. The provider will stay onsite until the inmate referrals are evaluated and treated, and charting is completed.

(vi) The Authority shall make every effort to maintain on-site mental health staff at the DDC and the DCJ for twenty-four hours a day/seven days per week (one position per facility).

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(vii) The Authority shall provide qualified Health Information staff to operate and maintain a Health Information department and pharmacy staff to operate an onsite medication room.

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

1.2 Authority of the Sheriff.

a. The Sheriff may designate an Administrator to serve as the official City Representative for this Appendix B-3. Communication between the City and the Authority shall be directed by the Authority through the City Administrator or such other representative as the Sheriff shall designate. This City Administrator will serve as administrator to the City with respect to services being provided by the Authority to the City as set out in this Appendix B.3. The Authority shall also identify a person who the Sheriff or City Administrator can promptly contact to address and work to satisfactorily resolve any issue or concern. While the Authority shall work collaboratively with and confer with the City, nothing herein modifies, expands or alters the respective operational or decision-making authority of either party.

b. All personnel, including without exception Authority employees and contractors, are subject to the authority of the Sheriff's Department while onsite at the DCJ and the DDC for security and security training purposes. Additionally, all personnel must comply with the applicable Denver Sheriff's Department Rules and Regulations regarding security, to include training, while onsite at the DCJ and the DDC.

c. The Sheriff or designee reserves the right to deny access inside of any Sheriff facility to Authority employees or contractors for violations of any DSD rules or code of conduct or background check requirements.

1.3 Collaboration with Behavioral Health and Support Services.

a. The City and the Authority will coordinate and collaborate behavioral health and other support services and programs.

b. The City and the Authority will work together to maintain a behavioral health management team, composed of representatives from psychiatry, medical, psychology, programs, the Crisis Response Team, security and classification divisions, who will staff difficult pretrial detainees and inmates and generate plans to help manage disruptive inmate behaviors. The City and the Authority will work collaboratively to provide Crisis Response services within the jails.

c. The City and the Authority will coordinate and collaborate regarding staff

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functions so that Denver Sheriff Department staff and Authority staff work closely and collaboratively for the purpose of identifying and intervening in suicide and mental health-related crises and to provide supportive services for the purpose of stabilizing and transitioning persons in custody during and after their period of incarceration.

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

(i) Appropriate and integrated policies and procedures should be developed, maintained and modified as necessary.

(ii) A unified health care record, which includes records reflecting all care provided to persons in custody (i.e., Denver Sheriff Health records), but excludes psychotherapy notes and other records as mandated by state and federal law, will be maintained. These records will be accessible to appropriate persons pursuant to state and federal privacy and confidentiality laws.

(iii) Any prescriptions for treatment shall be provided solely by the Authority or designee.

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

1.4 Inmate Medication Dispensing Process

To continue a program for qualified inmates released from the Denver Sheriff Department to receive mental health prescription medications. The term *qualified inmates* is defined as people in custody who are to be released into the community from the Denver County Jail or the Downtown Detention Center and who are prescribed psychiatric medications and are determined by Denver Sheriff Department Health Services to have significant barriers in filling their prescribed psychiatric medications in a reasonable timeframe upon release from jail. Prescribed medications will not exceed a 30-day supply for each qualified inmate and will have a specified date of expiration.

The prescription will be completed by the provider and distributed to the inmate along with a map and instructions to Denver Health Pharmacy. Upon release, the inmate is then responsible for presenting the prescription to the Denver Health pharmacy to be filled. Medication refills are not approved under this program.

Denver Health Pharmacy will provide the Denver Sheriff Department with a monthly itemized report, using 340B pricing. The itemized report will include, at a minimum:

a. Patient Name / DPD Number
b. Fill Date
c. Rx Refill Number Plan Name
d. Provider
e. Drug Name / NDC

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1.5 Fees and Payment Mechanism.

Pursuant to Section 4.1 of the Second Amended and Restated Operating Agreement, the City will purchase from the Authority Medical Services, as defined in the Agreement. This payment from the City to the Authority shall be based on the actual cost to the Authority of providing these services. The City and the Authority agree that the annual estimated cost for the services for the Fiscal Year 2025 is $21,897,436 The Authority shall invoice the City on a monthly basis, and each invoice shall be accompanied by the monthly B-3 statistical report.

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

Denver Health and Hospital Authority: Denver Sheriff Year 2025 Budget Final

Cost Center	Personnel	Supplies & Services	TOTAL
Sheriffs	20,057,988	1,839,448	21,897,436
Sheriffs	**20,057,988**	**1,839,448**	**21,897,436**

1.6 Maintenance, Supplies and Equipment:

a. Cleaning and maintenance of the medical unit will be provided by the Denver Sheriff's Department. The Denver Sheriff's Department responsibility shall include cleaning and maintaining the medical unit and medical exam, break room, bathrooms and administration offices a minimum of three times a week.

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

c. The Authority will provide medical and office supplies necessary for the provision of medical services. The Denver Sheriff's Department will provide medical messages (kites) forms, and will ensure that they are maintained and transmitted in accordance with the terms of this Agreement and the Business Associate Agreement between the Authority and the City.

d. The Authority may use existing Sheriff Department capital equipment. The Authority or the City may purchase all equipment after January 1, 1997, as approved and paid for by the City. The City will retain ownership to this equipment. The Denver Sheriff's Department has provided the Authority with a list of all capital equipment currently assigned to medical services. No later than June 30th of each year, beginning on June 30, 2013, the Authority will complete an annual inventory of equipment and will assume liability for missing equipment if the

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fault of the Authority. The Authority will be responsible for the maintenance of equipment assigned to medical services. The Authority may use Authority owned equipment in the delivery of inmate medical care.

e. The City and Authority agree to work during 2024 to review the staffing plan, current space assignments, and space requests to define "adequate workspace" and the process for assigning and changing workspace for Authority staff. The City agrees to ensure Health services has the necessary workspace to perform the requirements outlined in the contract.

1.6 Policies and Procedures: Policies for all inmate medical care and requests for inmate medical care shall be documented. Any changes to current policies and procedures shall be approved by the Authority and shared with the Sheriff annually or as needed.

1.7 Reporting Requirements: The Authority shall continue to provide the following reports unless modified by written agreement:

a. Reports and meetings as required by the National Commission on Correctional Health Care, the American Correctional Association, and to meet PREA standards;

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

c. Any meetings as deemed necessary by the Sheriff or designee or the Health and Hospital Authority.

d. Schedule of health care personnel and specific jail assignments of specific days upon request by the Sheriff or designee.

e. The Authority will notify DDPHE (DDPHE_Epi@denvergov.org) and the Sheriff of any confirmed reportable disease case in any person or persons in custody.

1.8 Access to Records: During the time that a pretrial detainee or inmate is housed at the City or County Jail, an individual may receive medical, mental health and/or substance abuse assessment and/or treatment and, upon release be referred for follow-up treatment in the community. In order to facilitate appropriate diagnosis, treatment, diversion and transition of individuals while they are involved in the criminal justice system and in furtherance of the City's operations consistent with the intent of this Agreement, the City may request access to, or copies of, medical records of individuals treated by the Authority under this Agreement utilizing a written or electronic request for information process that is mutually agreeable to City and Authority. Upon receiving such a request, Authority will provide the City access to, or copies of, such medical records to the extent permitted by HIPAA, 42 CFR Part 2, and other applicable law. The determination of whether granting the City access to, or copied of, such medical records is compliant with HIPAA, 42 CFR, and other applicable law shall be made by the Authority in good faith and in compliance with applicable laws. If the City is being denied access to requested records, the Authority shall provide the good faith reason supporting its belief that such access is legally prohibited.

a. Consistent with the terms of this Agreement, the Authority shall create and own the

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medical records (regardless of format) for individuals who are or become patients of the Authority while in custody with DSD. All such medical records shall be created and maintained by the Authority in accordance with the National Commission on Correctional Health Care (NCCHC) standards, American Correctional Association (ACA) standards and applicable state and federal laws.

b. The parties agree to cooperate in the development and execution of a Business Associate Agreement and any other supplementary documents that may be necessary to comply with state and federal privacy laws, including but not limited to, HIPAA and 42 CFR Part 2, Confidentiality of Substance Abuse Patient Records. The parties further agree to cooperate in the development and implementation of individual consent authorizations, and requests for information forms to the extent required under applicable law, that will authorize the sharing of protected health information ("PHI") between the City, the Authority and any other necessary community treatment providers while a pretrial detainee or inmate is in custody of DSD.

c. Upon termination or expiration of this Agreement and at the City's request, the Authority will ensure that copies of all the correctional care medical records created under this Agreement are securely transferred to the City's designated correctional care medical provider within sixty (60) calendar days in a manner consistent with HIPAA and other applicable law. The Authority will ensure that the data will be provided in an industry standard format. If applicable, the Authority will work closely with its successor to ensure a successful transition to the new service or equipment, with minimal downtime and effect on City, all such work to be coordinated and performed in advance of the formal, final transition date mutually agreed upon by the Authority and City. This section will survive the termination or expiration of this Agreement.

For services at the DDC or DCJ medical unit which require a professional consultation from a provider at Denver Health Medical Center such as radiology, EKGs, and dental x-rays, the Authority may charge the City a professional consulting fee but no facility component charge. The consultation reports for these services shall be the property of the Authority with access for the City's Sheriff Department as provided by law.

For any health records prepared in paper format, the Authority is responsible for providing such records, in accordance with applicable law, to the City for transport to DDC and DCJ. The City is responsible for transporting inmate medical records to and from the DDC, and DCJ, to ensure the record follows the pretrial detainee or inmate to each facility. The City will provide adequate notification as agreed upon by both parties to the Authority health services staff in the jails of pretrial detainees or inmates who are scheduled to be transported to another Denver Jail Facility in order to coordinate the transport of medical records. The Authority staff and the City will verify that the medical record of the pretrial detainee or inmate is obtained and ready to be transported prior to leaving the original jail setting. The transport of medical records will occur in a secure manner to ensure HIPAA compliance is maintained.

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

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The City and the Authority agree to review best practices for on-boarding requirements of Authority employees who work in the jail setting and come to a mutually acceptable list of on-boarding requirements. The City will provide this list to the authority on an annual basis.

1.9 Liability and Cooperation.

a. The City and the Authority agree that each shall be responsible for any and all negligent acts or wrongful acts or omissions of their respective employees, doctors, and agents, provided however that the City shall not have any responsibility for acts or omissions of Authority employees, doctors and agents providing services pursuant to this Agreement nor shall the Authority have any responsibility for the acts or omissions of the City, its employees and agents that choose to provide Behavioral Health services under this Agreement. Notwithstanding anything to the contrary contained herein, the parties further agree that when the Authority is providing the medical services described herein it shall be responsible for all claims, liabilities, injuries, suits, demands and expenses of any kind which may result or arise from the Authority's provision of those medical services. In the event the City chooses to provide Behavioral Health services the City shall be responsible for all its acts or omissions in the provision of such services. The parties acknowledge that the City and the Authority are insured or self-insured under the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et seq.

b. The Authority agrees that, unless the City or Authority are defending a pending or threatened third party claim, it and all of its personnel who are employed at DDC or DCJ shall fully cooperate in any internal investigations concerning the correctional care facilities or employees of the Denver Sheriff's Department undertaken by the City, subject to state and federal privacy and confidentiality laws and provided that the Authority's legal counsel is afforded the opportunity to be present. If the City or Authority is defending a pending or threatened claim, the Administrative Investigations Unit 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, with the advice of its legal counsel, respond to inquiries from the City within 30 days of receipt. If ambiguities or other reasonable concerns arise during a particular written question, the parties will discuss them as soon as possible to avoid unnecessary delays.

c. The City and the Authority agree to cooperatively explore and implement when agreed upon billing opportunities related to the Affordable Care Act or its successor.

d. The Authority recognizes the growing opioid epidemic in Denver and will work to provide the appropriate treatment practices consistent with the standard of care to address this epidemic in cooperation with the City. The city agrees to provide adequate space for staff to support the opioid services within the jail setting.

1.10 Electronic Medical Records.

The City and DHHA will work collaboratively to identify and implement a fully functional Electronic Medical Record (EMR) which shall be available to the Authority in the jail for the Authority's use in providing medical care and services for inmates. The medical records and information in the EMR shall be controlled by and belong to the Authority; the City and the Authority shall work closely to ensure that the EMR comports with the specifications identified

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by and needs of the Authority and the City. The City and the Authority will work together regarding the details outlining the responsibilities, specifications, access and costs of the EMR and will be outlined in a separate agreement between the City and the Authority.

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B.4 9-1-1 NurseLine Services

1.1 Agreement to provide NurseLine Services

a. The Authority will coordinate the management of incoming 9-1-1 calls that do not require emergency medical service (i.e., ambulance to emergency room) and instead connecting those callers to the Denver Health NurseLine to receive more cost-effective and efficient types of medical support.
b. The City will reimburse the Authority for a portion of the estimated number of transferred NurseLine calls from citizens of the City and County of Denver.

1.2 Payment Mechanism.

a. Pursuant to Section 4.1 of the Second Amended and Restated Operating Agreement, the City will purchase medical triage services for citizens of the City and County of Denver, in an agreed amount based on the estimated number of transferred from 911 Dispatch to the Denver health NurseLine, for non-emergent medical triage.
b. The City and the Authority agree to pay $16,109.83 monthly and that the annual maximum payment for Fiscal Year 2025 shall not exceed $193,317.96. This is characterized as a flat payment.

1.3 Services

a. City and County of Denver 9-1-1 dispatch will handle inbound calls following their normal procedures. If the 9-1-1 dispatch agent classifies the caller's concern as Alpha or Omega "Sick Person" category, the call will be warm transferred to the Denver Health NurseLine.
b. The Denver Health NurseLine will evaluate the caller using their standard procedures to arrive at a final recommendation: 9-1-1 activation, emergency department visit, urgent care visit, outpatient appointment, or home care.
c. If at any time the caller requests an ambulance, the caller will be warm transferred back to City and County of Denver 9-1-1 Dispatch. Registered Nurses may authorize prescriptions for minor acute episodic conditions through physician authorized and reviewed drug protocols.
d. Calls triaged by the Denver Health NurseLine resulting in a recommendation of nonemergency medical care within 24 hours, may be provided second level triage by an experienced medical provider. With caller consent, a medical provider will treat minor issues over telehealth. Medical supervision of the NurseLine is provided by an Emergency Physician.
e. If the NurseLine recommends an emergency department or urgent care visit, the caller will be advised to obtain their own transportation. If the caller notifies the NurseLine they cannot provide their own transportation, a Ride Share service will be offered to the patient without charge to the caller.
f. The Denver Health NurseLine will staff to support up to 210 transferred calls per month, with a service level goal of answering 90% of calls within an expected

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average speed of answer of 60 seconds or less, with clinical response from a registered nurses on average within 30 minutes or less.

g. Language translation will be provided by a medical language interpretation service, as needed without charge to the caller.

1.4 Performance Reporting

a. The following reports shall be developed and delivered to the City:
   i. Call outcome reporting will include:
      1. Total number of calls received from City and County of Denver 9-1-1 dispatch
      2. Average Speed of Answer (ASA) for both HIA and Clinical
      3. Call Abandonment Rate for both HIA and Clinical
      4. Triage Outcome recommended to caller
      5. Population served; detail provided through caller zip code tracking

1.5 Quality Assurance

a. Per its established quality assurance guidelines, the Denver Health NurseLine shall monitor and review at least ten (10) percent of calls received.

b. Denver Health will reasonably attempt to contact 100% of triaged callers, to conduct a post survey to measure satisfaction and will report on the number of clients that completed satisfaction survey and the corresponding survey results.

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B.5 [Reserved]

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B.6 [Reserved]

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B.7 Miscellaneous Services for DDPHE

1.1 Agreement to provide additional miscellaneous services

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

1.2 Park Hill.

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

a. Pursuant to an Agreement (the Funding Agreement), the City has agreed to partially fund land acquisition and construction of the Park Hill Clinic. The City's maximum payment obligation for the land acquisition and construction of the Park Hill Clinic over the term of the Funding Agreement will not exceed $4.788 million. The City's annual contribution is subject to appropriation by City Council and is calculated in accordance with the formula contained in the Funding Agreement. For Fiscal Year 2025, the City's annual payment for its land acquisition and construction contribution to the Park Hill Clinic shall be $120,000.

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

The Authority constructed the Southwest Family Health Center (formerly referred to as South Westside Clinic and South West Clinic) to serve the west Denver population. In order to assist the Authority in carrying out its mission, the City has committed to partially fund the construction improvements through proceeds of the Better Denver Bonds program (the "South Westside Clinic Proceeds") and the Capital Improvement Fund (CIF), pursuant to the terms of the Southwest Family Health Center Funding Agreement.

a. From 2017 and continuing through 2028, the City will pay an amount not to exceed $1,200,000.00 each year. The City's total funding for the clinic from all sources for all time shall not exceed $22,150,000.00.

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

1.4 OME Services.

Denver Health will provide instrument sharpening for no charge utilizing the full-time onsite vendor. OME will need to either deliver the instruments to the main campus or arrange for transport via the Denver Health Courier. Biomedical waste, pathological waste, and sharps will be disposed of utilizing the vendor contracted to provide services to Denver Health. The DH Safety

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Department will arrange for the vendor to pick this waste up directly from the OME in coordination with the OME. The cost will be $.29 per pound for biohazardous waste and sharps and $1.26 per pound for pathological waste or any other items requiring incineration. DH will receive and process the invoices for these services and bill the charges to the OME.

1.5 Treatment on Demand.

The Authority will provide supporting therapist teams for Opioid Medication Assisted Treatment (MAT) and Alcohol and Other Drug (AOD) assessment, enrollment and linkage to community-based substance treatment within the Authority's Emergency Departments (ED), Outpatient (OP), and Inpatient (IP) Hospital Units.

The Authority currently provides 24/7 access to withdrawal management and treatment linkage for other substance use disorders through Denver CARES (Comprehensive Addictions Rehabilitation and Evaluation Services), however, 24/7 access to MAT and other substance treatment is limited. Therefore, the Treatment on Demand program will focus on persons with a DSM-V Opioid Use Disorder (OUD) and other use disorders presenting to within the Authority's ED, OP, and IP hospital units.

The order of priority for services will be:

1. Community members with OUD in the ED presenting for assessment, induction and linkage to community-based treatment (e.g., continued treatment at DHHA or external treatment partners).
2. Community members presenting to the ED who are post-opioid overdose and seeking treatment.
3. Community members with AOD use disorders in the ED may receive assessment, induction and linkage to community-based treatment (e.g., continued treatment at DHHA or external treatment partners).
4. Patients with OUD/AOD use disorders in the IP, may receive assessment, induction and linkage to community-based treatment (e.g., continued treatment at DHHA or external treatment partners).

The Treatment on Demand population of focus will encompass individuals of all races and ethnicities, sexual orientations, veterans, and those with and without other mental or physical disabilities and pregnant women.

If there are no community members with OUD in the ED presenting for assessment, induction and linkage to community-based treatment or presenting post-opioid overdose and seeking treatment, then community members with AOD use disorders in the ED, may receive assessment, induction and linkage to community-based treatment.

The program is a collaborative partnership among Denver Health, community partners and the City. Treatment on Demand aims to transform Denver's substance use disorder treatment system of care for community members, by expanding access to care and improving coordinated linkage to on-going care across substance use disorders.

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Credentialed treatment therapists will support the Authority's medical staff when a use disorder is identified. Therapist assessment and treatment referral planning will be available 24-hours a day 7-days a week, for persons at ED with an OUD, seeking linkage.

All MAT inductees and patients with identified use disorders will undergo an assessment based on an agreed upon and standardized evaluation of substance use and mental health disorders. Triage planning efforts will begin during MAT initiation and diagnosis of other use disorders. Focus will be on the interventions and activities needed to prepare the community member for access to their on-going internal and external community-based treatment provider while targeting level of care, community accessibility, patient preference and behavioral health needs.

Key Treatment on Demand staff will actively participant in monthly meetings with DDPHE staff to review and discuss the program and metrics, and to discuss and problem solve emerging issues. Key Treatment on Demand staff and DDPHE staff will meet quarterly with external community-based treatment providers to review the Treatment on Demand program, review monthly metrics, and problem-solve emerging issues.

Performance Criteria. To promote the goals of rapid access to substance use treatment, linkage to community based substance use treatment, and recovery, Outpatient Behavioral Health Services (OBHS) will report the following performance and outcome metrics on a quarterly basis according to the agreed-upon templates:

a. Treatment on Demand Access Measures
   i. Number of persons with an opioid use disorder (OUD) seen by Treatment on Demand
      (i) Number of persons post-overdose that are seen by Treatment on Demand
      (ii) Number of persons receiving an assessment for linkage to care
   ii. Number of persons with alcohol and other substance use disorder (AOD) seen by Treatment on Demand Number of persons receiving MAT induction for OUD
   iii. Number of persons linked to community-based care across SUD
   iv. Percentage retained in treatment > 90-days and beyond
   v. Assess for increase in referral and linkage across SUD
   vi. Number of persons referred externally

b. Develop and report metrics to:
   (i) Assess Treatment on Demand services outlined in a. i.-v.ii, (above) by number of persons with an OUD or AOD.

The Authority agrees to collaborate with the City on behavioral and substance misuse initiatives by providing available data when possible and with sufficient notice.

Payment Mechanism.

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

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(ii) This payment is characterized as an actual cost. The payment is capped at the estimated amount. The City and the Authority agree that the annual estimated amount for the Fiscal Year 2025 is $680,721.

(iii) Each invoice shall include the following information and supporting documentation: invoice number and date, due date, contract activity, activity description, Operating Agreement reference (section and paragraph), purchase order number, and a list of what the charges represent. All supporting financial and performance documentation should be attached.

Denver Health and Hospital Authority: Substance Abuse
Year 2025 Budget Final

Cost Center	Personnel	Supplies & Services	TOTAL
Treatment On Demand	668,968	11,753	680,721
TOTAL Substance Abuse	**668,968**	**11,753**	**680,721**

1.6 Postmortem Skeletal Survey

DHHA will provide the Office of the Medical Examiner postmortem skeletal surveys on an as-needed, as-available basis.

a) DHHA will notify the Office of the Medical Examiner in the event that a DHHA patient aged three (3) years old or younger has died at DHHA and DHHA's medical staff is suspicious that such death may have resulted from child abuse pursuant to existing protocols.

b) Upon notification from DHHA, the Office of the Medical Examiner will determine whether a postmortem skeletal survey is needed and, if so, will request a postmortem skeletal survey from DHHA.

c) The Office of the Medical Examiner will ensure that a coroner or investigator is present with the body at DHHA's facility during the performance of the postmortem skeletal survey. In the event the coroner requests a postmortem skeletal survey, DHHA will allow up to ninety (90) minutes for the coroner or investigator to arrive at DHHA's facility. After such time period, DHHA may move the patient's body to the morgue to await the arrival of the coroner or investigator. If the coroner or investigator arrives after the body has been transported to the morgue, DHHA will nonetheless attempt to perform the skeletal survey; provided, however, the parties each acknowledge that a skeletal survey performed after rigor mortis has set in will affect the ability of DHHA staff to

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manipulate the body and, therefore, may affect the quality of images produced during the skeletal survey.

d) The coroner or investigator shall provide direction to DHHA staff to ensure that the postmortem skeletal survey satisfies the evidentiary requirements of the Office of the Medical Examiner, including, without limitation, any requirements relating to chain of custody and manipulation of the body.

e) The postmortem skeletal survey will be performed by DHHA in accordance with DHHA protocol and appropriate standards of practice. Without limiting the foregoing, the City understands that the body will be removed from the body bag and reasonably manipulated by DHHA staff in order to perform the skeletal survey.

f) DHHA will prepare documentation of the postmortem skeletal survey and will provide the Office of the Medical Examiner copies of such documentation in a manner determined by DHHA, in consultation with the Office of the Medical Examiner.

g) Payment Mechanism: City shall pay DHHA the amount of $600.00 per postmortem skeletal survey provided by DHHA to the City. DHHA shall periodically invoice City, and all invoices shall be due and payable within thirty (30) days of receipt.

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B.8 Miscellaneous Services for the Department of Public Safety

1.1 Agreement to provide additional miscellaneous services

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

1.2 Sexual Assault Nurse Examiner (SANE).

a. In accordance with State statute C.R.S. 18-3-407.5 which requires that the law enforcement agency referring a victim of sexual assault or requesting an examination of a victim of sexual assault pay for any direct cost associated with the collection of forensic evidence from such victims, the City hereby agrees to reimburse the Authority for the costs associated with the collection of forensic evidence of sexual assault victims, including photography services for cases of domestic violence, non-accidental trauma or other physical assaults, as requested or referred by a City law enforcement agency at the following per exam rates: $680.00 for victims and $235.00 for suspects, which is the Authority's actual cost. Forensic photography for cases of domestic violence, non-accidental trauma, or other physical assaults may also be provided by the SANE per law enforcement request and pending the availability of the examiner for a fee of $175.00. This payment is characterized as a fee for service.

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

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

d. Medical forensic examinations that do not require evidence collection will have a rate of $400.00 for victims. This would include sexual assault examinations when a patient declines the evidence collection portion, domestic violence, and strangulation evaluations.

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

f. The Authority will bill the Denver Police Department on a monthly basis for exams. The invoice must contain all of the following information: date of exam, delineation of victim/suspect, last name and first name initial, medical record number, encounter number, city/county designation, CAD #, General Offense (GO) # and cost. The Authority agrees to

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provide this service without charge to the victim.

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

h. The Authority will present an annual accounting of costs of the program by the end of January of the following year. Requests for rate increases must be submitted to the City at least sixty (60) days prior to anticipated date of the rate increase and must be accompanied by supporting documentation.

1.3 Blood Alcohol Draws.

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

1.4 At-risk Intervention and Mentoring (AIM Program).

a. AIM. The City's Department of Safety, Executive Director's Office is the principal City department responsible for this Appendix. The At-risk Intervention and Mentoring (AIM) program is the Authority's violence intervention program based on a trauma-informed care model of intervening with youth when they present to the emergency department for care related to violence.

b. The Authority's AIM program services include bedside interventions, connecting youth with needed medical, mental health, and substance abuse services, support for school success, and job training and retention through focused mentoring and case management by highly-trained culturally-competent outreach workers.

c. The Authority's AIM program will provide services to over four hundred (400) unique individuals in 2025: an estimated two hundred and fifty (250) bedside interventions with youth, one hundred and fifty (150) other community individuals, and approximately twenty (20) critical crisis interventions within the Authority and the community.

d. AIM will provide up to ten (10) trauma-informed care trainings around at-risk youth to various departments and staff members, including frontline emergency department staff, community and School-based Health Center providers, and in-patient staff that care for injured patients. Trainings will be 1-3 hour blocks of interactive sessions with outreach workers, molded to fit the needs of specific departments and clinics; these activities will be eligible for continuing education credits.

e. Funding will support the following:

- 3.0 FTE of outreach staff, contracted through a vendor agreement;

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- Support a program manager to provide oversight of budgets, sustainability planning, and supervision of research projects; and

- Provide patient stipends and Institutional Review Board (IRB) fees to supplement the current Department of Justice grant.

- Provide coverage for mileage for outreach worker services to AIM clients.

- Provide funding for annual national organizational due for work on youth violence and attendance to the HAVI conference.

f. The Authority will present an annual accounting of costs of the program by the end of January of the following year. Requests for rate increases must be submitted to the City at least sixty (60) days prior to anticipated date of the rate increase and must be accompanied by supporting documentation.

g. Payment Mechanism. Pursuant to Section 4.1 of the Second Amended and Restated Operating Agreement, the City will reimburse the Authority for the services described in 1.1 based on the actual cost of the Services provided.

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

- The City will reimburse the Authority a maximum of $212,610 annually for costs associated with the AIM program. This is characterized as a flat payment.

1.5 Tactical Casualty Care (TCC) for Law Enforcement Training.

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

1.6 Department of Safety Fit for Duty Psychiatric Evaluations.

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

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

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

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

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

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

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

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

i. Payment Mechanism

- These examinations shall be performed for a per report fee of $600.00. The City will pay the Authority a $225.00 preparation fee for each individual who fails to appear to the set examination. An additional $200 flat fee will be charged for psychological testing, if needed. This payment is characterized as a fee for service. The anticipated volume for 2025 is no more than 30 patients.

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

Template for Invoice:

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

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February 8, 2017	Psychological Testing Related to Fitness for Duty Exam	DPD, Requested by Sergeant ABC	$200

j. Specific Time Frame for Performance. Miscellaneous additional services will be provided by the Authority in a timely manner after being notified of the City's request. These additional services are a Non-Core service as defined in the Operating Agreement.

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

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B.9 Miscellaneous Services, Other

1.1 Agreement to provide additional miscellaneous services

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

1.2 Expert Witness.

The Authority agrees to provide expert witnesses to the City upon request for purposes of testifying in court and or other formal hearings involving the City. The City will reimburse the Authority at a rate of up to $177.00/hour for this service. The Denver District Attorney's Office will reimburse the Authority at a rate of $177.00/hour for expert witnesses with advanced educational degrees (M.D., Ph.D., Psy.D., D.D.S., D.O.), and a rate of $118.00/hour for witnesses without advanced educational degrees, for time spent preparing and providing in-court testimony when the expert is a prosecution witness testifying in state court matters prosecuted by the Denver District Attorney's Office. Fees for travel time and wait time shall be paid at 50% of the authorized hourly rate. The witness must be qualified as an expert by the Judge in open Court prior to providing testimony. Each invoice shall include the following supporting documentation: Witness name and credentials, dates of services, case identifying information, and detailed activity report. This payment is characterized as a fee for service.

1.3 Competency Examination.

The Authority agrees to provide competency evaluations or other investigative reports to determine competency as requested by the County Court. The Authority and the City's County Court have agreed to scheduling a two (2) hour time block of time for a total of six (6) available examinations every week. In-custody evaluations performed at the Downtown Detention Center or Denver County Jail are scheduled and completed within 30 days of DHHA receiving the Order for Competency Evaluation DRMC 14-49.

These examinations shall be performed for a per report fee of $600.00. The City will pay the Authority a $225.00 preparation fee for each individual who fails to appear to the set examination or refuses to meet with the evaluator, resulting in a finding of "Unable to Determine". This payment is characterized as a fee for service.

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APPENDIX C

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

C.1 Office of Human Resources

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

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

c. Monthly payment shall be made on a fixed per capita rate of $40.06 (calculated on an annual cost of $600.15 per employee, divided by twelve months) multiplied by the number of filled permanent full-time equivalent (FTE) employees of the Authority who are under the OHR system calculated monthly on the first of each month as shown in the monthly position status report. On-call or intermittent employees are not included in the employee count. The OHR will generate a monthly bill and submit it to the Authority's Chief Financial Officer. This bill will be paid within thirty days of its receipt by the Chief Financial Officer.

d. The authority will reimburse the City for the employer contributions for Career Service employees of the authority. Employer contributions are made for health savings accounts, medical, dental, vision, disability and life insurance plans, and the Denver Employee Retirement Program (DERP). Billing is done in conjunction with every pay period. The City's Payroll Department will generate the bills and submit them to the Authority's Chief Financial Officer. This bill will be paid within thirty days of its receipt by the Chief Financial Officer. The estimated annualized cost for 2025 is $1,165,658. The cost of employer benefit contributions will change based on employee benefit elections and the number of Career Service employees at the Authority.

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

f. Performance Standards.

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

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

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

(iv) OHR will provide an opportunity to the Authority consistent with that provided to City agencies to comment about the preliminary findings of the wage survey including both an opportunity to the Chief Officer of Human Resources and Director of Compensation to provide input prior to the salary survey being initiated and an opportunity to review the results of the survey before they are announced to the workforce. The OHR will also provide the Authority with the same notice and opportunity to comment on proposed changes to salary grades and salary adjustments to affected employees that it provides to other City agencies. The Chief Officer of Human Resources and Director of Compensation shall be afforded the opportunity to comment in advance regarding position salary and fringe benefit surveys and the source of the survey data utilized similar to the opportunity afforded to city agencies. OHR and the Authority will promptly return all phone calls and respond to written correspondence.

The Authority will ensure compliance with the Career Service performance review program for Authority Career Service employees.

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

g. The Authority shall provide OHR Records an updated Delegation of Authority memo upon appointment of a new Chief Executive Officer. This memo allows delegated employees to act on behalf of the CEO with regard to offer requests, notices, terminations and other personnel actions for Career Service employees of the authority that require the approval of the appointing authority of Denver Health Medical Center.

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C.2 Department of Finance

a. The Chief Financial Officer (CFO)

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

(ii) The CFO may provide Payroll Services at a per capita rate of $281 per employee (equal to a rate of $10.82 per employee per pay period) per year or such other rate as may be agreed to by the CFO and the Authority. These services include the following functions for City Employees:

1. Providing payroll auditing service on the Authority's Career Service payrolls and entering the data into the City's computer system;

2. Processing garnishments and calculating taxes;

3. Generating and distributing paychecks;

4. Issuing on-line checks; and

5. Auditing the Authority's calculations of separation payouts.

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

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

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

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C.3 Department of Law

a. Collection Services. Discontinued.

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

(i) Performance Standards. Payment for such services will be upon an hourly rate for salary and fringe benefits for Assistant City Attorney or paralegal work done. Paralegal work shall be paid at a rate of $100.00 per hour and Assistant City Attorney work shall be paid at a rate of $225.00. The city attorneys assigned to the proceeding shall treat the Authority as a client for all purposes within the meaning of the Colorado Rules of Professional Responsibility. The City Attorney's Office will be paid based upon monthly contemporaneous detailed time sheets which will be submitted to the Office of General Counsel at the Denver Health and Hospital Authority for approval. The time sheets provided shall specify only work performed for the Authority and shall contain the date, attorney, case name, nature of work performed, and the amount of time expended. The Authority has the right to request the removal of any attorney in any case whose services are unsatisfactory to the Authority. The attorney assigned to each Authority case shall provide client copies of all pleadings, motions, court orders, settlement letters and any other significant documents which explain progress of each case to the Office of General Counsel on a timely basis. The Authority will not be obligated to pay any settlements from its own funds to any city employee or any other third party without its prior consent to the terms of the settlement. No settlement shall be made in an Authority case without prior approval of the Authority via the Office of General Counsel. The Authority shall pay expenses incurred in providing these services; provided that, depositions, experts or expenses over five hundred dollars ($500) must be approved by the Authority in advance.

(ii) Payment. The City Attorney's Office will tender to the Office of General Counsel at the Authority a monthly report on the status of Authority cases that are pending. This report shall be received by the 10th of each month based on the activity for the preceding month. The provision of this service will terminate when no City employees are being provided by the City to the Authority, no cases are pending which are filed by City employees, or the Authority no longer requests the provision of such services. The estimated amount of payment for these services in 2025 is $19,500.00.

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C.4 Workers' Compensation.

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

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

c. For those claims that remain adjusted by CWCU:

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

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

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

d. The Authority agrees to reimburse the CWCU for incurred expenses concerning any open workers' compensation claims with an occurrence date between January 1, 1997, and December 31, 2005. Incurred expenses mean the dollars actually paid to others by the CWCU in connection with the administration of the claim. Without limitation, such expenses include paid medical expenses, and external expenses for claim investigation and hearing preparation, payments for any and all indemnity or other benefits required to be paid under the Workers' Compensation Act, including, without limitation, temporary total disability, temporary partial disability, permanent partial disability, permanent total disability, and disfigurement as required by the Division and/or as may be necessary and advisable in the ordinary course of claims adjusting and hearing preparation. External legal and administrative costs shall also be reimbursed. This reimbursement shall be subject to audit and is to be billed to Denver Health as incurred on or before December 1st of each year.

e. The Authority denies any liability for any fines or penalties imposed by the Colorado Division of Workers' Compensation or any court or judge for any errors or omissions made by the CWCU for claims prior to 12:00:00 a.m. January 1, 2006.

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

g. The CWCU shall provide detailed reporting, subject to audit, on all the incurred expenses on any claim for which it requests reimbursement. These detailed reports shall be submitted to the Authority with any such request for reimbursement. Reimbursement billing shall be made as incurred, or at the discretion of the CWCU, but no less than annually on or before December 1st of each year.

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

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

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

(iii) The City denies any liability for any fines or penalties imposed by the Colorado Division of Workers' Compensation or any court or judge for any errors or omissions made by the Authority, its employees, or its agent for claims on or after12:00:01 a.m. January 1, 2006. Further, the Authority agrees that it shall indemnify and hold the City harmless from any loss, cost, expense, and liability, of whatever nature, arising under the Workers' Compensation Act and/or applicable workers' compensation regulations that are assessed against, levied upon, or charged to the City as a statutory employer, co-employer, or dual-employer under the Workers' Compensation Act. The City shall have no workers' compensation liability with respect to these claims, and the Authority agrees to pay any such liability and/or reimburse the City for any liability incurred.

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

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

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

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

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C.5 Technology Services

a. Technology Services shall provide programming, maintenance and repair services for the Authority's EMS radios and accessories, as requested by the Authority. All parts and equipment will be invoiced by Technology Services to the Authority at an amount equal to cost. The estimated amount of payment for this service in 2025 is $45,000.

b. These services will be billed monthly.

c. 56 mobile routers were previously installed in the DHHA Paramedic vehicles and ambulances to support connectivity for Mobile Computer Terminals (MCTs). DHHA Paramedics expanded with the addition of 10 vehicles in early 2024. These routers and ancillary hardware provide wired and Wi-Fi connectivity to the vehicle for network access to both the city's network for 911 Operations and the Authority's network for Internet and other patient care systems. The routers utilize the Verizon network for connectivity. There is a defined maintenance plan that describes the procedures to support the MCT's, routers and ancillary hardware. Spare routers and equipment will be managed by TS and if through troubleshooting a router is determined to be defective the vehicle or ambulance will respond to the Electronic Engineering Bureau to have the unit replaced.

d. Infoblox appliances were implemented to provide DNS and DHCP for MCT's, current maintenance costs for this equipment are $3,285 and will be billed annually.

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C.6 Denver Police Department

a. The Denver Police Department shall provide traffic accident reports to the Authority by facsimile copy within seventy-two (72) hours of a request from the Authority for these reports. The Authority may submit its requests via facsimile or email to addresses or numbers designated by the Police Department. The reports will be provided to the Authority free of charge.

b. The Denver Police Department shall assign an officer to the Emergency Department whose primary responsibility is the prevention of crime and preservation of peace in the Emergency Department.

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

1. takes appropriate law enforcement action when needed, in accordance with all laws, statutes and ordinances but Officers will not enforce Denver Health Medical Center rules or policies;

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

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

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

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

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

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

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

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

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

11. coordinate with Victim Assistance staff when needed;

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

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

1. staffing four days per week, fifty-two (52) weeks per year;

2. one officer working a 10-hour shift with T-W-Th off;

3. shift hours from 1600 to 0200;

4. hours worked in excess of the regularly scheduled shift to be compensated to the officer as overtime, at the officer's hourly rate of pay x 1.5;

5. Officer in full Denver Police Department uniform;

6. Officer(s) to report to and be under the supervision of a Denver Police District One sergeant and that sergeant will be responsible for ensuring the position is staffed when the regularly assigned officer is on vacation.

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

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

(v) The Denver Police Department (Financial Services Division) will bill the Authority on a monthly basis, at a flat rate of $6, 446.25. The monthly flat rate is based on the average cost of 0.5 FTE of a Police Officer 1 (salary, holidays, premium pay, taxes, and benefits). The maximum billable amount for Fiscal Year 2025 is $77,355 or the current rate of the officer. The maximum billable amount for the fiscal year is based on the cost of an average Police Officer 1 (salary, holidays, premium pay, taxes, and benefits) and up to 144 hours of overtime. If an assigned police officer works overtime, the Denver Police Department will add 50% of the actual increased amount to the monthly invoice payable by the Authority. The Authority and the City agree to share cost increases due to annual salary, benefits, taxes, and other compensation changes equally going forward.

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C.7 Denver Sheriff Department

a. The Denver Sheriff Department will provide prisoner security services in the CCMF on an as needed basis for prisoners of other facilities at a rate of $288.00 per day reflecting actual costs of providing the services, plus $63,200 for providing key security services for other jurisdictions' prisoners. The total cost is estimated to be $453,152 for Fiscal Year 2025. On request of Denver Health and with reasonable advance notice, the Denver Sheriff Department may provide security services for other jurisdictions' prisoners at or in transit to other treatment locations within Denver Health at a cost to the Authority of $55 per hour.

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

c. The Sheriff Department will provide security within CCMF, and for moving prisoners from CCMF to a clinic within Denver Health Medical center. The other jurisdiction's officers shall provide security for prisoners outside CCMF and for transportation of prisoners between CCMF and the prisoner's jurisdiction. In the event that other jurisdictions do not provide security for movement within Denver Health but outside of CCMF, then Denver Health may request that the Sheriff Department do so and pay the Sheriff Department as provided in subsection A. above.

d. On request of Denver Health and with reasonable advance notice, the Denver Sheriff Department will provide security services to its own prisoners at or in transit to other treatment locations within Denver Health.

e. The Denver Sheriff Department representatives who have job duties or a physical presence inside any DHHA-owned and operated facility or clinic in the course of conducting their work will furthermore be subject to compliance with the Denver Health annual Influenza and COVID-19 vaccination policies.

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C.8 Vehicle Fueling and Maintenance Services

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

b. Payment Mechanism.

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

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

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

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C.9 Denver 911-EMS Universal Call Taker

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

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

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

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

(ii) In order to implement these changes, the Authority will fund six (6) City Emergency Communication Operator positions plus benefits. The estimated payment for 2025 is $518,519.

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

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C.10 Provisions for Small Business Enterprise (SBE) and Minority and Women-Owned Business Enterprise (MWBE) Requirements

For new construction projects (Project) with an estimated construction value equal to or greater than five million dollars ($5,000,000), the Authority shall engage the Division of Small Business Opportunity (DSBO) to collaboratively establish target goals for SBE and MWBE participation. Specifically, such work shall be performed in compliance with the provisions:

For small business enterprise ("SBE") and minority and women-owned business enterprise ("MWBE") participation as set forth in the Professional Service and Construction Ordinance, DRMC Chapter 28, Article III; the Goods and Services Ordinance, Article V; and the Small Business Enterprise Ordinance, Article VII (altogether, the "**DSBO Ordinances**"),

a. As a material condition of this Agreement, the Authority shall comply with all DSBO Ordinances, requirements of, and applicable rules and regulations promulgated by the City's Division of Small Business Opportunity ("**DSBO**"). The Authority shall require its contractors/consultants of all tiers to comply with the DSBO Ordinances for SBE and MWBE participation. Subject to the DSBO Ordinances and the DSBO director's authority under the DSBO Ordinances, the Authority as well as the Authority's contractors/consultants shall confer and cooperate with DBSO with regard to establishing goals or implementation of other DSBO requirements. The Authority shall notify and coordinate with DSBO on its upcoming Projects. All procurement documents, including, without limitation, invitations to bid, requests for qualifications and requests for proposals, shall be submitted to DSBO prior to advertisement or publication. Applicable DSBO provisions and clauses shall be included in all procurement documents, agreements or contracts related to the Project work. The Authority shall promptly provide to DSBO copies of all Project proposals or bids it receives in response to advertised procurements to allow DSBO to evaluate such Project proposals or bids for responsiveness. The Authority shall ensure that as a material condition of any of its contracts related to the Project, contractors/consultants will have an ongoing, affirmative obligation to maintain for the duration of the Authority's contract for work, at a minimum, compliance with the SBE or MWBE participation established by DSBO and as generally described in this Section.

b. The Authority will require its contractors/consultants to comply with applicable DSBO requirements throughout the life of the Project. The Authority shall identify and provide a liaison for DSBO to assist with such monitoring work. The Authority liaison shall be responsible for, without limitation, obtaining and coordinating: 1) contact information of all contractors/consultants and the Authority personnel directly related to the applicable Project work, 2) invoicing and payment information, 3) reporting information and interfacing with DSBO, all to address various issues or concerns related to Project compliance with the applicable DSBO requirements. DSBO shall perform and assist with compliance monitoring oversight to ensure compliance with the DSBO Ordinances.

d. A contractor/consultant's failure to comply with these provisions may subject the contractor/consultant to sanctions set forth in the DSBO Ordinances. Further information and guidance can be found at the following:https://www.denvergov.org/Government/Agencies-Departments-Offices/Agencies-Departments-Offices-Directory/Economic-Development-

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Opportunity/Do-Business-with-the-City, or from DSBO directly via email at DSBO@denvergov.org.

e. DSBO will receive $30,000.00 for the services described above for the calendar year 2025, as invoiced by Denver Economic Development & Opportunity (DEDO) on behalf of DSBO, not to exceed $30,000.

f. The Authority will provide DSBO annual project forecasts that may have MWBE goals to allow DSBO to project workload for the year.

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C.11 911 Call Center Lease

(See separate agreement; 2025 amount totals $197,765.

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C.12 Department of Safety

a. The City and Authority agree on the continued need for an emergency management response system ("EMRS") data analyst to provide support for EMRS, specifically the City's 911 Emergency Communications Center and Fire Department, and the Authority's Paramedic Division.

b. In consultation with the Authority, the City will maintain the position. The City and the Authority will collaborate on the job duties to be performed by the position, as well as the EMRS analyst's annual performance evaluation. The analyst should on average work at the Department of Safety approximately three (3) days per week and the Authority two (2) days per week.

c. The City will pay for 0.7 FTE and 0.3 FTE will be a revenue reimbursement to the City from the Authority. This is an unlimited position, the cost of which will be renegotiated annually. The estimated payment amount for this service in 2025 is $40,662.

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C.13 General Provisions.

a. Miscellaneous Services

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

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

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

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

(i) The City and the Authority agree that the annual estimated payment described in Section (I), Office of Human Resources, for Fiscal Year 2025 shall be $1,165,658.

(ii) The City and the Authority agree that the annual estimated payment described in Section (II), Manager of Finance, for Fiscal Year 2025 shall be $8,862.

(iii) The City and the Authority agree that the annual estimated payment described in Section (III) B., Department of Law, Employment Law Services, for Fiscal Year 2025 shall be $19,500.00.

(iv) The City and the Authority agree that the annual estimated payment described in Section (VII), Workers' Compensation, for Fiscal Year 2025 shall be calculated in the manner currently set forth in Section (VII) above.

(v) The City and the Authority agree that the annual estimated payment described in Section (VIII), Technology Services, for Fiscal Year 2025 shall be $48,285.

(vi) The City and the Authority agree that the annual estimated payment described in Section (IX), Denver Police Department, for Fiscal Year 2025 shall be $77,355.

(vii) The City and the Authority agree that the annual estimated payment described in Section (X), Denver Sheriff Department, for Fiscal Year 2025 shall be $453,152.

(viii) The City and the Authority agree that the annual estimated payment described in Section (XI), Vehicle Fueling and Maintenance Services, for Fiscal Year 2025 shall be $748,637.

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(ix) The City and the Authority agree that the annual estimated payment described in Section (XII), Denver 911-EMS Universal Call Taker, for Fiscal Year 2025 shall be $518,519.

(x) The City and the Authority agree that the annual estimated payment described in Section (XIII), Denver Small Business Opportunity (DSBO) for Fiscal Year 2025 shall be $30,000.

(xi) The City and the Authority agree that the annual estimated payment described in Section (XIV), Call Center lease for Fiscal Year 2025 shall be $197,765.

(xii) The City and the Authority agree that the annual estimated payment described in Section (XV), Department of Safety, EMRS Data Analyst for Fiscal Year 2025 shall be $40,662.

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

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

e. If any payment is delayed after the thirtieth day from such receipt, the Authority shall pay interest to the City on such unpaid payment from the thirty-first (31st) day after the payment should have been made until the date of payment. Interest shall be paid at the rate of one percent per month on the unpaid balance of an approved invoice.

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Contract Control Number: ENVHL-202476388-37 / ALF-CE60436-37
Contractor Name: DENVER HEALTH AND HOSPITAL AUTHORITY

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By: _____

_____

APPROVED AS TO FORM:

Attorney for the City and County of Denver

By: _____

REGISTERED AND COUNTERSIGNED:

By: _____

By: _____

Docusign Envelope ID: 9345BA45-AA95-44C1-895B-6F8DA4C97BD0

Contract Control Number: ENVHL-202476388-37/ ALF-CE60436-37
Contractor Name: DENVER HEALTH AND HOSPITAL AUTHORITY

By: Signed by: Donna Lynne EEF72387E88047B... _____

Name: Donna Lynne _____
(please print)

Title: CEO _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)