

AMENDATORY AGREEMENT

This **AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“**CCD**” or “**City**”) and **DENVER HEALTH AND HOSPITAL AUTHORITY**, a body corporate and political subdivision of the State of Colorado, with offices located at 777 Bannock Street, Mail Code 1952, Denver, Colorado 80204, on behalf of its service, the Denver Health NurseLine, with a mailing address of 777 Bannock Street, Mail Code 0180, Denver, Colorado 80204 (the “**Provider**” or the “**Contractor**”), collectively “**the parties**”.

RECITALS:

A. The Parties entered into Agreement dated March 2, 2023 (the “**Agreement**”) to provide a program to coordinate the diversion of incoming 911 calls as further defined in **Exhibit A, Scope of Services**.

B. The Provider shall faithfully perform the services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services similar to those described in the Agreement and in accordance with the terms of the Agreement.

C. The Parties wish to amend the Agreement to extend the term, amend the monthly payment amount, increase the maximum contract amount, update paragraph 6-Examination of Records and Audits, add paragraphs 7 and 8, add paragraph 9-Insurance, update paragraph 10-Liability, update paragraph 22-No Discrimination in Employment, and amend the scope of services.

NOW THEREFORE, in consideration of the premises and the Parties’ mutual covenants and obligations, the Parties agree as follows:

1. Section 2 of the Agreement entitled “**TERM:**” is hereby deleted in its entirety and replaced with:

“**2. TERM:** The Agreement will commence on **March 1, 2023**, and will expire on **December 31, 2024** (the “**Term**”).”

2. Section 3 of the Agreement entitled “**COMPENSATION AND PAYMENT:**”, subsection a. entitled “**Fee:**” is hereby deleted in its entirety and replaced with:

“a. **Fee:** The CCD shall pay, and the Provider shall accept as the sole compensation for services rendered and costs incurred under the Agreement, the monthly fee of **SIXTEEN THOUSAND ONE HUNDRED NINE DOLLARS AND EIGHTY-THREE CENTS (\$16,109.83)** for the Services as further described in **Exhibit A** attached hereto.”

3. Section 3 of the Agreement entitled “**COMPENSATION AND PAYMENT:**”, subsection c. (1) entitled “**Maximum Contract Amount:**” is hereby deleted in its entirety and replaced with:

“c. **Maximum Contract Amount:**

(1) Notwithstanding any other provision of the Agreement, CCD’s monthly payment obligation shall be Sixteen Thousand One Hundred Nine Dollars and Eighty-Three Cents (\$16,109.83) and CCD’s maximum payment obligation will not exceed **SIX HUNDRED SEVENTY-SIX THOUSAND SIX HUNDRED TWELVE DOLLARS AND SIXTEEN CENTS (\$676,612.16)** (the “Maximum Contract Amount”), as further defined and pursuant to **Exhibit A**, Section **IV. Contract Pricing** attached hereto. CCD is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Provider beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at Provider’s risk and without authorization under the Agreement.”

4. Section 6 of the Agreement entitled “**EXAMINATION OF RECORDS:**” is hereby deleted in its entirety and replaced with:

“6. **EXAMINATION OF RECORDS AND AUDITS:** Any authorized agent of CCD, including the CCD Auditor or his or her representative, has the right to access and the right to examine, copy and retain copies, at CCD’s election in paper or electronic form, any pertinent books, documents, papers and records related to Provider’s performance pursuant to this Agreement, provision of any goods or services to CCD, and

any other transactions related to this Agreement. Provider shall cooperate with CCD representatives and CCD representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the CCD Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audit pursuant to this paragraph shall require Parties to make disclosures in violation of state or federal privacy laws. Parties shall at all times comply with D.R.M.C. 20-276. This paragraph is intended to address financial and business information, and nothing herein is intended to nor shall create a right of CCD to have access to information otherwise protected by HIPAA.”

4. Section 7 of the Agreement is hereby added to the Agreement with:
“7. **[RESERVED].**”
5. Section 8 of the Agreement is hereby added to the Agreement with:
“8. **[RESERVED].**”
6. Section 9 of the Agreement is hereby added to the Agreement with:
“9. **INSURANCE**: At all times during the term of this Agreement, including any renewals or extensions, Provider shall maintain such insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the CGIA. This obligation shall survive the termination of this Agreement.
 - a. **Subcontractors and Subconsultants**: Provider shall ensure that all such Subcontractors and Subconsultants maintain the following insurance covering all operations, goods or services provided pursuant to this Agreement. Provider agrees to provide proof of insurance for all such Subcontractors upon request by the Provider. The insurance coverages specified in this Agreement are the minimum requirements, and do not lessen or limit the liability of the Subcontractor. The Subcontractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

b. Additional Insureds: For Commercial General Liability and Auto Liability, Subcontractor's insurer(s) shall include Provider and CCD, its elected and appointed officials, employees and volunteers as additional insured.

c. Workers' Compensation & Employer's Liability Insurance: Subcontractor shall maintain coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.

d. Commercial General Liability: Subcontractor shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate.

e. Automobile Liability: Subcontractor shall maintain Automobile Liability with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

f. Professional Liability (Errors & Omissions): Subcontractor shall maintain minimum limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit. The policy shall be kept in force, or a Tail policy placed, for three (3) years for all contracts except construction contracts for which the policy or Tail shall be kept in place for eight (8) years."

7. Section 10 of the Agreement entitled "LIABILITY:" is hereby deleted in its entirety and replaced with:

"10. INTER-GOVERNMENTAL LIABILITY: At all times during the term of this Agreement, including any renewals or extensions, Provider shall maintain such insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the CGIA. **Provider will be responsible for the actions and omissions of its respective officers, agents, employees, and subcontractors, to the extent provided by the Act. This obligation will survive termination of this Agreement."**

8. Section 22 of the Agreement entitled "NO DISCRIMINATION IN EMPLOYMENT" is hereby deleted in its entirety and replaced with:

"22. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under the Agreement, neither CCD nor

Provider may refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Provider shall insert the foregoing provision in all subcontracts.”

9. **Exhibit A** is hereby deleted in its entirety and replaced with **Exhibit A-1, Scope of Services**, attached and incorporated by reference herein. All references in the original Agreement to **Exhibit A** are changed to **Exhibit A-1**.

10. As herein amended, the Agreement is affirmed and ratified in each and every particular.

11. This Amendatory Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

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Contract Control Number: SAFTY-202370854-01/ Parent: SAFTY-202265899-01
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:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

SAFTY-202370854-01/ Parent: SAFTY-202265899-01
DENVER HEALTH AND HOSPITAL AUTHORITY

By:  F15CEE241F5B4B2...

Name: Kris Gaw
(please print)

Title: Chief operating officer
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A-1
Alpha Omega Project Summary
Scope of Services

I. Purpose of Agreement

Denver Health and Hospital Authority using its Denver Health NurseLine and the City and County of Denver 911 agree to create a pilot program that will coordinate the management of incoming 911 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. Both parties agree that this project will be fully incorporated into the 2025 operating agreement by the end term date of this amendment.

II. Services.

- City and County of Denver 911 dispatch will handle inbound calls following their normal procedures. If the 911 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.
- The Denver Health NurseLine will evaluate the caller using their standard procedures to arrive at a final recommendation: 911 activation, emergency department visit, urgent care visit, outpatient appointment, or home care.
- If at any time the caller requests an ambulance, the caller will be warm transferred back to City and County of Denver 911 Dispatch.
- Registered Nurses may authorize prescriptions for minor acute episodic conditions through physician authorized and reviewed drug protocols.
- 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.
- 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.
- 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 average speed of answer of 60 seconds or less, with clinical response from a registered nurses on average within 30 minutes or less.
- Language translation will be provided by a medical language interpretation service, as needed without charge to the caller.

III. Monthly Reporting. The following reports shall be developed and delivered to the City:

- (i) Call outcome reporting will include
- Total number of calls received from City and County of Denver 911 dispatch

- Average Speed of Answer (ASA) for both HIA and Clinical
- Call Abandonment Rate for both HIA and Clinical
- Triage Outcome recommended to caller
- Population served; detail provided through caller zip code tracking

(ii) Quality Assurance Data

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

(iii) Quality Survey

- 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.

IV. Contract Pricing.

8.1 Staff

Contract Cost Per Nurseline Staff	Cost
RN	\$87,200
HIA	\$71,251
NL Manager / Reporting / Outcome Review & Reporting	\$10,450
QA	\$7,242
Patient Satisfaction Survey	\$4,131
Interpreter Services	\$3,020
Transportation	\$8,000

8.2 Summary of Pricing.

- Based on 210 transferred calls per month.

	Monthly Billing	Total for 12 months of Service, beginning January 1st, 2024
Total	\$ 16,109.83	\$193,317.96

Maximum Contract Amount: (3/1/2023 to 12/31/2024)

\$676,612.16