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**GRAND JUNCTION CITY COUNCIL  
MONDAY, SEPTEMBER 17, 2018**

**PRE-MEETING (DINNER) 5:00 P.M. ADMINISTRATION CONFERENCE ROOM  
WORKSHOP, 5:30 P.M.  
CITY HALL AUDITORIUM  
250 N. 5<sup>TH</sup> STREET**

*To become the most livable community west of the Rockies by 2025*

**1. Discussion Topics**

- a. Health Services Agreement with Marathon Health, LLC
- b. HopeWest Expansion Project
- c. Park and Open Space System

**2. Next Workshop Topics**

**3. Other Business**

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*What is the purpose of a Workshop?*

The purpose of a Workshop is for the presenter to provide information to City Council about an item or topic that they may be discussing at a future meeting. The less formal setting of a Workshop is intended to facilitate an interactive discussion among Councilmembers.

*How can I provide my input about a topic on tonight's Workshop agenda?*

Individuals wishing to provide input about Workshop topics can:

- 1. Send an email (addresses found here [www.gjcity.org/city-government/](http://www.gjcity.org/city-government/)) or call one or more members of City Council (970-244-1504);
- 2. Provide information to the City Manager ([citymanager@gjcity.org](mailto:citymanager@gjcity.org)) for dissemination to the City Council. If your information is submitted prior to 3 p.m. on the date of the Workshop, copies will be provided to Council that evening. Information provided after 3 p.m. will be disseminated

the next business day.

3. Attend a Regular Council Meeting (generally held the 1<sup>st</sup> and 3<sup>rd</sup> Wednesdays of each month at 6 p.m. at City Hall) and provide comments during “Citizen Comments.”

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## Grand Junction City Council

### Workshop Session

Item #1.a.

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**Meeting Date:** September 17, 2018

**Presented By:** Greg Caton, City Manager

**Department:** City Manager

**Submitted By:** Claudia Hazelhurst

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### **Information**

#### **SUBJECT:**

Health Services Agreement with Marathon Health, LLC

#### **EXECUTIVE SUMMARY:**

The City of Grand Junction is planning to open a near-site health clinic as one of several initiatives to manage health care costs. The clinic will be used by current employees, their dependents, and retirees who are enrolled in a City health insurance plan. The goal of the clinic is that of offering a convenient, no cost medical, mental health, and wellness benefit to eligible patients but also to target, identify, and manage chronic illness to reduce future long-term medical costs. The clinic will be staffed and operated by Marathon Health, LLC, a company with over 35 years of experience in this field.

#### **BACKGROUND OR DETAILED INFORMATION:**

In this rapidly changing health insurance environment, employers are evaluating new ways of influencing rising health costs. In addition to looking at new health insurance plan designs and funding strategies, employers are also implementing wellness programs and disease and/or care management programs to help control medical risk and lower claims costs. According to the American Journal of Health Promotion, a reported study of more than 46,000 public and private sector workers revealed that about 25% of their total annual health care expenditures was attributable to "modifiable health risks," including obesity, tobacco use, poor exercise habits, high cholesterol, and high stress, among others.

To get significant cost-savings, organizations are implementing new healthcare delivery systems for their employees. They are now establishing on-site or near-site clinic

facilities. A physician or nurse practitioner, and medical assistants are available to see employee patients to help treat minor health issues, check for early stages of more serious medical conditions, manage chronic conditions like asthma or diabetes, provide intervention and counselling services for behavior health needs, and provide pharmacy services.

By establishing on-site or near-site healthcare clinics, companies provide employees with convenient, accessible medical care, resulting in many benefits for the employer and employee. A study by the Department of Health and Human Services reveals that companies can cut health expenses 20% to 55%, reduce short-term leave by 32%, and boost productivity by 52% with wellness programs and health clinics. Additionally, they reduce the need for hospital visits, which are the single largest category of medical expenses in the nation. According to the Partnership for Prevention Worksite Health, companies with prevention programs have also seen a decline in workers' compensation and disability costs.

The clinics would not replace the family physician or specialty care services. The clinic will coordinate with family or primary care physicians, if necessary, to ensure that the treatment prescribed is appropriate. The clinic is not used as the primary caregiver for difficult, chronic conditions. Company-sponsored health and wellness clinics are a win-win for the employer and employee. Health conditions and recovery improve, which lowers healthcare expenses. Employees have easy access to affordable, quality healthcare, and the employers are rewarded with a more productive, loyal, and vigorous workforce.

The City of Grand Junction's clinic services will be available to all current employee, dependents, and retirees who are on one of the City's health insurance plans. The clinic will be free to users as will most lab services and pharmaceuticals dispensed by the clinic.

The City's Wellness Program will be integrated into the clinic to ensure coordination and follow-up on annual employee health assessments and biometric screenings. Health risk screenings, preventative care, disease management programs, and wellness outreach or education programs will also be available.

The clinic will initially be open 30 hours per week and staffed with one .75 FTE Nurse Practitioner, one .75 FTE Medical Assistant, one .5 FTE Licensed Clinical Mental Health Counselor, and one .50 FTE Wellness Coordinator.

The clinic is scalable to respond to growth in the population who are actively using the facility.

Work on the clinic location is currently underway.

**FISCAL IMPACT:**

Fees for the initial year of this agreement are \$492,576 plus a one-time implementation fee of \$62,880. There will also be ongoing annual operating costs for the clinic space and related expenses. The expenses will be funded through the self-insurance program similar to other benefit and insurance programs of the City.

Understanding the positive effect a clinic can have on health care utilization, RMHP has agreed to contribute \$400,000 toward the first year cost of the clinic.

**SUGGESTED ACTION:**

City Council discussion and direction to staff.

**Attachments**

1. Marathon Health Services Agreement

## **HEALTH SERVICES AGREEMENT**

**between the City of Grand Junction, Colorado and Marathon Health, LLC**

THIS HEALTH SERVICES AGREEMENT (this "Agreement") is made and entered into to be effective as of [REDACTED] (the "Effective Date") by and between the City of Grand Junction, Colorado ("Client"), with principal offices at 250 N. 5th Street, Grand Junction, CO 81501, and Marathon Health, LLC ("Marathon"), a Delaware limited liability company with principal offices at Champlain Mill, 20 Winooski Falls Way, Suite 400, Winooski, VT 05404. Client and Marathon may each be referred to in this Agreement as a "Party" and, collectively, as the "Parties".

### **WITNESSETH**

WHEREAS, as part of its overall employee healthcare program, Client desires to furnish to its employees certain preventive, wellness, disease management, health consultation, occupational health and/or primary care services; and

WHEREAS, Client desires to retain Marathon to furnish such preventive, wellness, disease management, health consultation, occupational health and/or primary care services;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement together with all exhibits, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Client and Marathon hereby agree as follows:

### **Article I Definitions**

- 1.1 "Care Provider" means a staff member or independent contractor of Marathon who provides care or consultation services directly to Participants.
- 1.2 "Collaborating Physician" means an appropriately licensed physician who has a collaborative relationship with a nurse practitioner or physician's assistant as required under the laws of the state in which such nurse practitioner or physician's assistant is providing services.
- 1.3 "Participant" means an individual, age 2 years or more, eligible to participate in the Marathon Services as determined by the eligibility criteria of Client's health plan or as otherwise determined by Client.

## **Article II Services; Relationship Between the Parties**

- 2.1 Services. Marathon will provide Client with the services described and set forth in **Schedule A** (the “Marathon Services”). Services that do not clearly fall within the description set forth on **Schedule A** shall be outside the scope of this Agreement, and Client shall instruct Participants to seek outside assistance for such matters with an alternate healthcare provider. Marathon may provide some of the Marathon Services by engaging the services of third party contractors, particularly for professional services.
- 2.2 Implementation Timeline. Marathon and Client mutually agree to modify Marathon’s standard implementation timeline as needed to allow Marathon to commence the Marathon Services on the Commencement Date of the Initial Term of this Agreement.
- 2.3 Independent Contractors. Marathon, and each of the third party contractors delivering services hereunder, is an independent contractor with respect to the services provided under this Agreement and is not the agent or employee of Client. Notwithstanding any authority granted to Client herein, Marathon and/or any Care Provider or Collaborating Physician shall retain the authority to direct or control his, her or its medical decisions, acts or judgments.
- 2.4 Employee Benefit Plans. The programs and services provided under this Agreement are not designed or intended to be provided under any Client employee benefit plan or program. Accordingly, neither Marathon, nor any of the third party contractors it may engage, is a fiduciary, trustee, or sponsor with respect to these programs or services. In the event the programs and services become part of a Client employee benefit plan or program, Marathon, and each of the third party contractors it may engage, shall be considered to be acting only as a consultant to Client with respect to such matters and shall not be considered in a fiduciary, trustee or sponsor relationship in such plan.

## **Article III Contract Period**

- 3.1 Term. The “Initial Term” of this Agreement shall begin on the Effective Date, and shall continue with the Marathon Services subject to annual appropriation for a period of three (3) years, commencing on [REDACTED] (the “Commencement Date”), unless terminated earlier as provided for in Article VII, below.
- 3.2 Renewal Terms. This Agreement shall automatically renew for additional terms of one (1) year (each a “Renewal Term” and together, the “Renewal Terms”), unless either Party terminates this Agreement by giving written notice not less than three (3) months prior to the expiration of the then current term. Such Renewal Term(s)

shall be subject to the termination provisions set forth in Article VII below. Failure to provide timely written notice shall act as a Party's intent to automatically renew the Agreement at the end of the then current term. The Parties agree that they shall begin good faith negotiations regarding any material changes to the terms of this Agreement no later than six (6) months prior to the end of the then current term.

#### **Article IV Payment Terms; Pricing**

- 4.1 **Fees.** Marathon will submit invoices to Client for the fees as set forth in **Schedule B.** With the exception of reimbursement of reasonable expenses as otherwise provided in this Agreement, such fees shall be the only compensation to Marathon under this Agreement. Upon each anniversary of the Commencement Date and subject to annual appropriation by the Clients Governing Board, fees shall automatically increase by 5% over the previous period, unless material changes are otherwise agreed to by the Parties in accordance with Section 3.2. Payment is due for all undisputed charges within thirty (30) days of receipt of an invoice. A one percent (1%) per month late fee will be charged for payments on undisputed charges not received when due.
- 4.2 **Failure to Pay.** Failure to pay an invoice when due shall constitute a breach of this Agreement and Marathon reserves the right to terminate this Agreement or suspend services upon a breach by Client that continues more than thirty (30) days after the invoice due date. Marathon reserves the right to refrain from providing services to Client, if full payment is not made when due for undisputed charges, until such time as payment in full has been made. In the event that Marathon continues to provide services during a period of time when Client is in breach, such continuance of services will not operate as a waiver of Marathon's right and ability to utilize any and all remedies available to Marathon under applicable laws.
- 4.3 **Tax Obligations.** All fees for services purchased or licensed in this Agreement, unless otherwise noted, are exclusive of applicable taxes. Client agrees to pay all applicable sales, use or service taxes imposed by any state or local tax authority on the services or payments provided hereunder (other than taxes calculated on the basis of the net income of Marathon) which Marathon may be required to pay or collect. Any such tax due is in addition to the fees charged by Marathon herein and will be listed separately on invoices. To the extent Marathon has not collected and remitted any applicable tax for Client in reliance upon an erroneous representation of Client as to its tax status, Client's obligation to pay taxes shall include any interest and penalties imposed by any taxing authorities. If a certificate of exemption or similar document or proceeding is necessary in order to exempt the sale from sales or use tax liability, Client shall obtain and produce such certificate, document or proceeding, at its sole expense.



**Article V**  
**Duties of Marathon**

- 5.1 Equipment and Supplies. At its sole cost and expense, Marathon shall provide or arrange for the provision of such equipment, supplies, professional services and such other support services necessary for the performance of its obligations under this Agreement. Marathon shall retain ownership of and/or control over the equipment and/or supplies provided under this Agreement.
- 5.2 Qualified Care Providers. Marathon shall employ or engage qualified and appropriately licensed or certified (if applicable) Care Providers to provide the services that Marathon is obligated to provide under this Agreement. It shall be Marathon's responsibility to select, contract with and manage any third party contractors, all in accordance with the terms of this Agreement. Such third party contractors may include an affiliated professional corporation to provide the acute and other health care services, for which it will be paid fair market value by Marathon, and may include other contractors. Marathon shall retain responsibility for any such delegated and/or subcontracted services and shall monitor performance of such services on an ongoing basis to ensure the compliance with all applicable obligations under this Agreement.
- 5.3 Independent Contractor. Marathon shall at all times remain an independent contractor. Nothing contained herein shall be construed to create an agency, joint venture, or joint enterprise relationship between the Parties. Marathon and its personnel and contractors are not Client's personnel or agents, and Marathon assumes full responsibility for their actions. Marathon shall comply with all Laws governing the services being performed under this Agreement. Marathon, at its sole expense, shall obtain any and all licenses and permits required for the services performed by its personnel and Contractors, including but not limited to any and all visas, work permits, etc. required by applicable Law.

Marathon shall be solely responsible for the payment of compensation of Marathon personnel and contractors performing services hereunder, and Marathon's personnel and contractors are not entitled to the provision of any Client employee benefits. Client shall not be responsible for payment of worker's compensation, disability or other similar benefits, unemployment or other similar insurance or for withholding income or other similar taxes or social security for any Marathon personnel and contractors, but such responsibility shall solely be that of Marathon.

- 5.4 Performance of Client Obligations. Marathon shall not be responsible for any delay or lack of performance of the Marathon Services due to the failure of Client or a Participant to provide information necessary to fulfill its obligations as required under this Agreement.
- 5.5 Compliance with Law. Marathon shall not direct or encourage Client to act or refrain from acting in any way which, to its knowledge, would violate any applicable

law or regulation. Marathon shall not act in any way which, to its knowledge, could implicate or involve Client in a violation of any such law or regulation.

- 5.6 Marathon Health Reports. Marathon will provide to Client the reports described in **Schedule A**.

## **Article VI Duties of Client**

- 6.1 Provision of Location. Client shall, at its sole cost and expense, provide or arrange for the provision of such space needed by Marathon for the performance of its obligations under this agreement, including fit-up of the space with basic infrastructure consistent with Marathon's specifications, including but not limited to, utilities, unrestricted internet connectivity, and non-medical furnishings. Client is responsible for routine cleaning of the health center space, including vacuuming, trash removal and bathroom cleaning, if applicable, on a daily basis.
- 6.2 Internet Connections. Client will provide dedicated, unrestricted, business class DSL or business class cable services. Ethernet handoff to be implemented into a Marathon owned and operated firewall/router. Client is responsible for premise wiring to facilitate connectivity from the Marathon firewall to the desktops. Two jacks are required for each employee station. Location of jacks is dependent upon build out of facilities. Minimum requirements include bandwidth requirements of 10 mbps connection (up/down), and 5 static publicly addressable IP addresses.
- 6.3 Telephone and Fax. Client will facilitate and provide all physical wiring needed for telephone connectivity. Wiring must be at least Cat5e terminated at both ends with RJ45 sockets. All wiring shall be terminated in a central location at one end and at each workstation at the other. Marathon will provide telephones and associated services for all of its employees and for the main line to the health center. Client is responsible for providing convenience phones and associated wiring if Client wants Participants to have access to telephones within the health center. Client must also provide service to the health center for 1 analog phone line and associated wiring for the purpose of faxing.
- 6.4 Publicity and Promotion. Client will publicize and provide descriptive information, including those standard marketing materials provided by Marathon as described in **Schedule A**, about the Marathon Services to Participants who may seek services at the location or locations agreed upon by the Parties. Client will provide Marathon with copies of other documents and materials prepared independently by Client describing, publicizing, or significantly affecting the Marathon Services prior to the distribution of such materials. Marathon shall review and comment on such materials within a reasonable time after receipt. Client shall use reasonable efforts to seek Marathon's input prior to publicizing and providing such information to Participants, which input shall not be unreasonably delayed. Client expressly permits Marathon to use Client's name in advertisements to recruit Care Providers

or other personnel dedicated for the Marathon Services, as the recruitment and implementation processes are reliant on this.

- 6.5 Eligibility Files. Client will provide to Marathon on a weekly basis, or other mutually agreed-upon frequency, a Participant eligibility file, which is necessary to enable Marathon to provide the Marathon Services. The Participant eligibility file will contain the entire population of Participants and will adhere to Marathon's file specifications.
- 6.6 Medical Claims Data. To assist in the identification and treatment of Participants with chronic conditions such as diabetes, asthma, heart disease, pulmonary disease and hypertension, Client agrees to make reasonable effort to provide Marathon, through its carrier, third party administrator, or third party vendor for claims data mining, with access to medical claims data for the Participants enrolled in Client's health plan(s), for the 12 months prior to the initiation of onsite services, and minimally at twelve month intervals thereafter through the term of the contract. Marathon will provide Client with the file format defining the specifications for the data.
- 6.7 Availability of Resources. Client agrees to allow Marathon to utilize any internal resources of Client and to assist Marathon in such utilization, including, but not limited to, training, marketing tools and resources, and technical support necessary to maintain the requirements outlined in Section 6.1, as mutually agreed upon by the Parties, in order to enhance the effectiveness and utilization of the Marathon Services. Client will identify a single primary point of contact for implementation project management and ongoing account management.
- 6.8 Compliance with Law. Client shall not direct or encourage Marathon to act or refrain from acting in any way which, to its knowledge, would violate any applicable law or regulation. Client shall not act in any way which, to its knowledge, could implicate or involve Marathon in a violation of any such law or regulation.

## **Article VII Events of Default, Remedies and Termination**

- 7.1 Events of Default. Any one or more of the following shall constitute an event of default under this Agreement (each to be an "Event of Default"):
  - (a) Any failure by Client to pay Marathon in accordance with Article IV of this Agreement;
  - (b) Any material failure by either Party to promptly and fully perform its obligations or comply with the terms of this Agreement, and, provided that such default is not a willful violation of applicable Law or a threat to Participant health and safety, (which failures must be remedied immediately), the defaulting Party shall have sixty (60) days to remedy such

default after written notice of such default by the aggrieved Party to the defaulting Party specifying in detail the nature of the default, and provided further that the defaulting Party shall have up to ninety (90) days to cure such default if it has commenced to cure such breach within thirty (30) days of receipt of such notice and is continuing to diligently pursue a cure of such breach; and

- (c) A Party appoints a custodian, liquidator, trustee or receiver or a material portion of its assets become subject to custodian, liquidator, trustee or receiver; or if a party files a voluntary petition in U.S. bankruptcy court; or a Party is generally not paying its debts as they become due or makes an assignment for the benefit of creditors; or bankruptcy, reorganization, or insolvency proceedings or other proceedings for relief under any bankruptcy or similar Law or Laws for relief of debtors are instituted by or against a Party and are not dismissed within sixty (60) days.

## 7.2 Remedies.

- (a) Subject to the terms and conditions of this Agreement, upon an Event of Default by Client, Marathon may, at its option, (i) suspend further Services under this Agreement, (ii) pursue any and all remedies that may be available at law or in equity, and/or (iii) terminate this Agreement.
- (b) Subject to the terms and conditions of this Agreement, upon an Event of Default by Marathon, Client may, at its option, (i) suspend further payments to Marathon which are specifically associated with such default, (ii) pursue any and all remedies that may be available at law or in equity, and/or (iii) terminate this Agreement.

## 7.3 Termination Events.

- (a) This Agreement may be terminated by either Party upon the occurrence of an Event of Default by the other Party.
- (b) This Agreement may be terminated by a written agreement signed by an authorized individual of both Parties.

## 7.4 Consequences of Termination.

- (a) Termination under any section of this Article VII shall not cause either Party to waive any rights it may have to exercise any remedies available to it under any other section of this Agreement or under any applicable Law.
- (b) In the event this Agreement is terminated by reason of a Party's default, the defaulting Party shall be liable for all direct costs, fees, expenses and damages and/or other amounts, including reasonable attorneys' fees, which the other Party may incur or sustain which are directly due to such default,

including but not limited to, reasonable attorneys' fees. In the event that the other Party claims any additional direct costs, fees, expenses, damages, and/or other amounts, the defaulting Party agrees to provide upon request such additional financial or accounting records as may be reasonably necessary for the other Party to verify such additional direct costs, fees, expenses, damages, and/or other amounts. In the event this Agreement is terminated by reason of a Party's default, the other Party shall have no continuing obligations or liabilities under this Agreement except as expressly provided under this Agreement.

- (c) Except as expressly provided below in this Section 7.4(d), notwithstanding anything in this Agreement to the contrary, (a) no Party shall be liable to the other party for incidental or consequential damages resulting from any breach of this Agreement, and (b) the maximum liability of either party to the other for any breach or violation of this Agreement or any addendum to this Agreement shall not exceed an amount equal to the total fees payable under this Agreement. The Client as a Public agency may assert protection as provided by CRS 24-10-01. Notwithstanding the foregoing, the limitations on liability set forth in this subsection shall not apply to any Event of Default by a party constituting fraud, gross negligence, or willful misconduct in connection with this Agreement, or claims for indemnification under Article XI of this Agreement.
- (d) Provided that Client has satisfied all payment obligations under this Agreement, and any disputes regarding payment have been resolved, or, if an unresolved payment dispute exists, Client shall have deposited in an interest-bearing escrow account with a mutually agreed upon financial institution an amount equal to the disputed payment amount, in all cases of termination, Marathon agrees to work with Client to make an orderly transition of the Marathon Services and Client's property pursuant to the terms and conditions of a mutually agreed upon transition plan. Marathon and Client agree to negotiate in good faith the terms and conditions of any such transition plan.
- (e) Marathon shall maintain Participants' health records beyond termination of this Agreement in accordance with applicable laws.

### **Article VIII Confidentiality of Participant Records**

- 8.1 Access to Participant Information. Marathon acknowledges and agrees that in the course of performing its duties under this Agreement, Marathon, its Care Providers and/or their agents may acquire or obtain access to or knowledge of health records or other personal and confidential information regarding Participants.

- 8.2 Safeguard of Information. Marathon, its Care Providers and their agents will safeguard Participants' health records and other personal and confidential information to ensure that the information is not improperly disclosed and to comply with any applicable law, rule or regulation, including, but not limited to, regulations promulgated by the United States Department of Health and Human Services, pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as the same may be amended from time to time (collectively the "HIPAA Regulations"), the Health Information Technology for Economic and Clinical Health (HITECH) Act, and other federal and state regulations governing the confidentiality of health information, including without limitation mental health, substance abuse and HIV-related information. Individual electronic medical record information is the property of Marathon, subject to each Participant's rights to his/her individual medical information.
- 8.3 Granting of Access. Marathon will afford access to Participant's health records or personal and confidential information to other persons only as allowed, or required by law. Marathon shall not grant access to patient records, patient information, and other personal and confidential data to any individual or to Client except as provided in this Section 8.3.
- 8.4 Compliance Assistance. To the extent Marathon utilizes space provided by Client in providing services under this Agreement, the Client shall reasonably assist Marathon in complying with these requirements, including the physical access to such space.

## **Article IX Confidentiality of Business Information**

- 9.1 Restriction of Use; Confidentiality. Each of the Parties agrees not to use any Confidential Information (as defined below) for any purpose other than to accomplish the intent of this Agreement. No other rights, or licenses to trademarks, inventions, copyrights, or patents are implied or granted under this Agreement. Confidential Information supplied shall not be reproduced in any form except as required to accomplish the intent of this Agreement. Each Party agrees to keep all such Confidential Information confidential and, at a minimum, treat this Confidential Information in the same confidential manner it would treat its own most confidential information, and shall not disclose it to others or use it for any purpose except as required to accomplish the intent of this Agreement.
- 9.2 Confidential Information. For purposes of this provision, the term "Confidential Information" shall mean any business practices, methods of doing business, or written or electronic materials relating to its business and shall also include without limitation any written material of the type that is proprietary, including, without limitation, software programs, technical information, patent applications, patent disclosures, prototypes, samples, business apparatus, forms of reports, know-how, and other materials marked "confidential", or confidential information

disclosed verbally if set forth in a writing which is provided to the recipient within 15 days of verbal disclosure thereof. Confidential Information shall not, however, include information that is governed by the confidentiality provision of Article VIII, or any information which recipient can establish (i) was publicly known and made generally available in the public domain prior to the time of disclosure to recipient; (ii) becomes publicly known and made generally available after disclosure to recipient through no action or inaction of recipient or its affiliates; or (iii) is in the possession of recipient, without confidentiality restrictions, at the time of disclosure as shown by recipient's files and records immediately prior to the time of disclosure. Nothing in this Agreement shall be deemed to prohibit recipient from disclosing any Confidential Information that is (i) required by law (provided, however, that in the event of such requirement, prior to disclosing any Confidential Information, recipient will notify the disclosing Party of the scope and source of such legal requirements and shall give the disclosing Party the opportunity to challenge the need to disclose and/or limit the scope of disclosed information) or (ii) pursuant to the written consent of the disclosing Party.

- 9.3 Indemnification. Marathon hereby agrees to indemnify and hold harmless the client and the Client agrees to hold harmless Marathon from any damage, loss, cost or liability (including legal fees and the cost of enforcing this indemnity) arising out of or resulting from its unauthorized use or disclosure of Confidential Information. Each Party acknowledges and agrees that monetary damages would be both incalculable and an insufficient remedy for any breach of this Agreement and that any such breach would cause either Party irreparable harm. Accordingly, each Party also agrees that, in the event of any breach or threatened breach of this Agreement, the disclosing Party, in addition to any other remedies at law or in equity it may have, shall be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance.

## **Article X Non-Solicitation**

- 10.1 Non-Solicitation. As consideration for the resources dedicated to the development of the Marathon Services and for Marathon entering into this Agreement, Client agrees that it will not, either during the term of this Agreement or for a period of two (2) years after the termination of this Agreement for any reason whatsoever, directly or indirectly, employ or consult in any way, whether in a paid or unpaid capacity, any entity or individual, including but not limited to Care Providers, medical directors, Collaborating Physicians, employees, and independent contractors, furnished by Marathon in performing services under this Agreement, unless Marathon gives prior written approval.

## **Article XI Indemnification and Insurance**

Marathon Health, LLC.

11.1 .

11.2 Marathon Insurance. Marathon shall maintain and pay for the following insurance coverages during the term of this Agreement and all renewals thereof:

- (a) Medical malpractice liability coverage with limits of \$5 million per claim and \$5 million aggregate, and,
- (b) General liability coverage with limits of \$5 million per claim and \$5 million aggregate, and,
- (c) Umbrella/excess liability insurance covering professional and general liability with limits of \$2 million per claim and \$2 million aggregate, and,
- (d) Technology related errors and omissions liability and cyber-liability coverage with limits of \$5 million per claim and \$5 million aggregate, and,
- (e) Property and casualty coverage for its materials, equipment, furnishings, supplies, and all owned personal and/or business property and improvements located on Client's premises under the standard "Special Form" coverage to its full replacement cost, without depreciation, adjusted yearly, and,
- (f) Workers' compensation and other statutory insurances as required.

11.3 Client Insurance. Client shall insure, and pay for the following insurance coverages during the term of this Agreement and all renewals thereof:

- (a) General liability insurance covering Client's business operations on the premises in which the Marathon Services will be performed, and,
- (b) Property and casualty coverage for all of Client's real and personal property to which Marathon and its employees are granted access or given use, to its full or depreciated value, at Client's option, to include, but not be limited to, insurance on space needed by Marathon for the performance of its obligations under this Agreement and all Client's infrastructure and improvements to such space.
- (c) Other insurances typically maintained within Client's industry.

11.4 Waiver. Notwithstanding any other provisions of this Article XI, to the fullest extent allowable under all policies they hold and under law, Marathon and Client hereby mutual waive (1) all rights of subrogation against one another and their directors, officers, employees, agents and representatives, (2) all rights of indemnification, to the extent Liabilities are covered by insurance of the Party that otherwise would be indemnified under the Agreement and, (3) with regard to real or personal



property, the waivers under (1) and (2) of this paragraph apply regardless of whether coverage is for the full replacement cost or a depreciated or lesser value.

## **Article XII Miscellaneous**

- 12.1 Ancillary Agreements. Client agrees to execute or cause to be executed all ancillary agreements appropriate and reasonably necessary to enable the Marathon Services to be performed.
- 12.2 Force Majeure. Neither Party shall be liable for failure or delay in performance due to any cause beyond the reasonable control of such Party (a “Force Majeure Event”); provided that such Party shall have (i) used its best efforts to avoid such Force Majeure Event and to minimize the impact of same on the other Party and (ii) rendered to the other Party prompt written notice thereof when first discovered, fully describing its probable effect and duration. The term “Force Majeure Event” shall include, but not be limited to, acts of God or the public enemy; expropriation or confiscation; war, rebellion, civil disturbances, sabotage, and riots; strikes or other labor disputes that are not due to the breach of any labor agreement by the affected Party hereunder; inability to obtain any local, state or federal governmental approval due to actions or omissions by any such governmental authority that were not voluntarily induced or promoted by the affected Party hereunder; and floods or unusually severe weather that could not have been reasonably anticipated, fires, explosions, and earthquakes, and other similar occurrences. Force Majeure Event shall not include economic hardship or changes in market conditions.
- 12.3 Entire Agreement. The Parties acknowledge that this Agreement, including any attachments, schedules and addendum that are attached hereto and incorporated herein by reference, represents the entire agreement and understanding of the Parties with reference to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements, understandings, and any other negotiations and discussions, whether oral or written, of the parties and/or subsidiaries of the parties with respect to the same subject matter hereof. Each Party acknowledges that no other promises, representations or agreements, whether written or verbal, have been made by the other Party, its agents, employees or legal representatives as an inducement for the execution of this Agreement. The Agreement replaces all prior understandings and agreements of the Parties, written or oral, with respect to the subject matter covered herein.
- 12.4 Notices. All notices to be delivered under this Agreement shall be in writing and shall be delivered by hand or deposited in the United States mail, first-class, registered or certified mail, postage prepaid, to the following addresses:

To Client:                      City of Grand Junction, Colorado

Marathon Health, LLC.

250 N. 5th Street  
Grand Junction, CO 81501  
Attn: Jay Valentine, Deputy Finance Director  
(970) 244-1517  
Cc: John Shaver City Attorney  
Claudia Hazelhurst, Human Resources Director

To Marathon: Marathon Health, LLC  
Champlain Mill  
20 Winooski Falls Way, Suite 400  
Winooski, VT 05404  
Tel - (802) 857-0400  
Fax - (802) 857-0498 Fax  
Attn: Jerry Ford, CEO

- 12.5 Severability. If any provision of this Agreement is determined to be unenforceable or invalid, such determination will not affect the validity of the other provisions contained in this Agreement. Failure to enforce any provision of this Agreement does not affect the rights of the Parties to enforce such provision in another circumstance. Neither does it affect the rights of the Parties to enforce any other provision of the Agreement at any time.
- 12.6 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado to the extent not preempted by federal law.
- 12.7 Amendment. This Agreement may be amended by Client and Marathon only by a writing duly executed by an appropriate officer of Marathon and Client. This requirement is not intended to preclude the Parties from making decisions regarding day to day operations.
- 12.8 Assignment. This Agreement and all of the provisions hereof will be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns. The rights and duties of Marathon and Client under this Agreement shall not be assignable by either Party without the prior written consent of the other Party. Such consent shall not be unreasonably withheld.
- 12.9 Third Party Beneficiaries. Nothing contained herein shall be construed to confer any benefit on persons who are not Parties to this Agreement.
- 12.10 Waiver. A failure or delay of either party to this Agreement to enforce at any time any of the provisions of this Agreement, or to exercise any option which is herein provided, or to require at any time performance of any of the provisions hereof, shall in no way be construed to be a waiver of such provision of this Agreement or shall not excuse the other party's performance of such, nor affect any rights at a later time to enforce the provision.

12.11 Disputes. If there is any dispute covered by this Agreement, the disputing party shall give written notice of such dispute to the other party no later than one hundred eighty (180) days after the party knew or should have known that the dispute existed. Within thirty (30) days after notice of the dispute is given, the parties will meet to attempt to resolve the dispute. If the parties fail to meet within thirty (30) days after the notice of dispute is given or if the parties fail to resolve the dispute within forty-five (45) days after they first meet, either party may initiate arbitration of the dispute as provided hereinafter and in accordance with the American Arbitration Association Arbitration Rules and Mediation Procedures for Commercial Disputes. The parties agree to submit any and all unresolved disputes directly or indirectly arising under this Agreement or any addendum to this Agreement to final and binding arbitration before a neutral arbitrator. The parties agree to waive their right to a trial by jury or court and agree that they will not make a demand, request or motion for a trial by jury or court. The parties agree that it is their intention that arbitration is to be the sole method for resolving any dispute covered by this Agreement (or any addendum to this Agreement), and that there will be no resort to court action except to compel arbitration, to enforce the arbitrator's award. The agreement to arbitrate shall in no way limit any parties' right to seek an injunction or other equitable remedies from any court of competent jurisdiction. In the event that any provision regarding arbitration is held to be in conflict with a mandatory provision of applicable Law, the conflicting provision shall be modified to conform to applicable Law.

12.12 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective as of the date first above written.

**CLIENT**

**MARATHON HEALTH, LLC.**

Signed: \_\_\_\_\_  
 Name: Jay Valentine  
 Title: Deputy Finance Director  
 Date: \_\_\_\_\_

Signed: \_\_\_\_\_  
 Name: Jerry Ford  
 Title: CEO  
 Date: \_\_\_\_\_

**Schedule A  
MARATHON SERVICES**

**DESCRIPTION OF SERVICES**

Ongoing Services: As of the Commencement Date, Marathon shall provide onsite health services as follows for participants.

Implementation Services: During the period beginning on the Effective Date and continuing through the start of the Ongoing Services on the Commencement Date (the “Implementation Period”), Marathon shall provide the Implementation Services detailed in Schedule A1.

The following is included in the annual fees, per Schedule B:

**Individuals Eligible to Participate as of the Commencement Date:**

Eligible Participants	Number	Comment
Employees and Retirees	627	Currently enrolled in a City health plan
Spouses and Dependents	1009	Currently enrolled in a City health plan

**Health Center Staffing:**

Staffing*	Number	Comment
Nurse Practitioners [Physician Assistants]	.75 FTE (30 hr/wk)	
Medical assistants	.75 FTE (30 hr/wk)	
Licensed Clinical Mental Health Counselor	.50 FTE (20 hr/wk)	

\*The Marathon Health staffing model also assumes that each mid-level practitioner will have a collaborating physician who provides medical supervision, consultation, chart review, and quality assurance activities.

**Location and Time of Services:**

- The services provided under this Agreement will be provided at a site to be located in Grand Junction, CO.

Hours of Operation	Monday – Friday
	30 Hours TBD

- Notwithstanding the hours of operation described above, the health center shall be closed for eight (8) holidays and for four (4) professional development days per year.
- In the event of an unexpected clinician absence, the health center shall remain open for services to be continued, to the extent possible, by the other regular health center staff member(s). Up to five (5) days of such absences that result in no primary care services being provided shall be allowed per year, per health center.

## **ONGOING SERVICES INCLUDED IN ANNUAL FEE:**

Labor costs, medical & office supplies, medical liability insurance, worker's compensation insurance, general liability insurance and all other insurance policies.

<b>Primary Care</b>	<b>Description</b>
Acute and Episodic Care	<ul style="list-style-type: none"> <li>Assessment and treatment of medical conditions that are episodic in nature and short in duration. Examples include, but are not limited to, upper respiratory infections, rashes, urinary tract infections, and first treatment of minor injuries</li> </ul>
Management of Chronic Conditions	<ul style="list-style-type: none"> <li>If NP/PA model - Management of chronic conditions for individuals who do not have a primary care provider. Examples include, but are not limited to, hypertension, hypothyroidism, allergic rhinitis, hypercholesterolemia and diabetes.</li> <li>For those individuals with an existing primary care provider and/or specialist, and in particular for those individuals who have multiple complicated medical conditions requiring specialty care and/or significant oversight, the Marathon Health clinician will work in collaboration with said provider to provide adjunct care and education to the patient.</li> <li>For those individuals who do not have a primary care provider, Marathon can function as the medical home and provide full primary care, including the management of multiple chronic conditions requiring significant oversight. After hours coverage and in-hospital care not included. The clinician will work in collaboration with specialty care providers if specialty referral is indicated.</li> </ul>
Routine annual exams and screenings	<ul style="list-style-type: none"> <li>Annual Physicals – Includes a physical exam. Any required external lab processing and imaging is not included in the annual fees.</li> <li>Annual women's health exams to include pelvic exam and pap smear. Pap smear requires external lab processing not included in the annual fees.</li> </ul>
Travel Medicine	<ul style="list-style-type: none"> <li>Consultation with clinician to receive guidance on recommended immunizations, medications, and travel precautions. Vaccines can be administered in-house for most required immunization but are purchased in advance per agreement with Client, and the cost of vaccines is not included in the annual fees.</li> </ul>

<b>Pediatric Care</b>	<b>Description</b>
Episodic care	Minor acute illnesses such as ear infections, upper respiratory infections, rashes, diarrhea, nausea and vomiting.
Well childcare for children ages 6 and higher	School physicals, sports physicals, annual physicals, health coaching, chronic condition coaching, and administration of immunizations (if purchasing vaccines is agreed to by Client).

<b>Supplemental Primary Care Services</b>	<b>Description</b>
Lab Draws	Labs may be drawn for diagnostic and monitoring purposes at the recommendation of the onsite clinician. The cost of external lab processing is a third party charge to Client that is not included in the annual fee.
Immunizations	Administered at no cost with Marathon's cost of vaccine passed through as incurred.
CLIA-waived labs	Processed in-house during the provision of care, as needed (pending review of state regulations). The following tests are included in the annual fee: A1C Hemoglobin, Fecal Occult Blood Test, Glucose, HCG Pregnancy, Lipid Profile, Mono, Strep A, Urinalysis.

<b>Health Maintenance and Disease Prevention</b>	<b>Description</b>
Health Risk Assessment	<ul style="list-style-type: none"> <li>Administered online or in paper version screens</li> <li>General health and well-being</li> <li>Health history including symptoms, conditions and family history</li> <li>Tobacco use, alcohol use and stress levels</li> </ul>

Comprehensive Health Review (CHR)	<ul style="list-style-type: none"> <li>For high risk individuals and individuals with chronic disease a CHR</li> <li>Online access to complete the Health History and Risk Assessment (HHRA)</li> <li>1:1 consultation with the onsite clinician to review assessment results, health history and risk appraisal, set goals and recommend strategies to achieve goals</li> </ul>
Lifestyle Risk Reduction	<ul style="list-style-type: none"> <li>For high risk individuals agreeing to follow-up with the Marathon Health Care provider as their personal health coach</li> <li>Work 1:1 with individuals to change behaviors putting them at risk for certain conditions, addressing lifestyle habits such as physical activity, smoking, diet, stress, weight control, cholesterol and blood pressure.</li> <li>Marathon Health Providers incorporate Transtheoretical Model, Model for Improvement and Motivational Interviewing behavioral change methodologies</li> <li>Individualized change management plans</li> <li>Proactive support</li> </ul>

<b>Chronic Condition Coaching</b>	<b>Description</b>
For individuals with chronic diseases (Diabetes, COPD, asthma, CHF, CAD, HTN, depression, low back pain)	<ul style="list-style-type: none"> <li>Work 1:1 with individuals to empower and educate them to improve their health and quality of life through self-management practices and adherence to a treatment plan that aligns with national clinical guidelines for their disease.</li> <li>Coaching, symptom monitoring, and disease education</li> </ul>

<b>Pharmaceutical Dispensing</b>	<b>Description</b>
Onsite Pre-Packaged Pharmaceutical Dispensing (excluding the cost of drugs)	Onsite dispensing is currently allowed per latest review of pharmacy law, but is always subject to a complete review based on the particulars of the formulary, health center staff composition and any changes to law.

<b>Occupational Health Services</b>	<b>Description</b>
Work-related injuries	<ul style="list-style-type: none"> <li>First treatment of minor work related injuries. Examples include, but are not limited to, minor strains, sprains, dermatitis, insect bites</li> </ul>
Drug and alcohol screening	<ul style="list-style-type: none"> <li>DOT Urine Drug Screening <ul style="list-style-type: none"> <li>7 panel drug screen. Requires external lab processing and positives must be reviewed by a Medical Review Officer, both of which are not included in the annual fees.</li> </ul> </li> <li>Non-DOT Urine Drug Screening <ul style="list-style-type: none"> <li>Client determines panel for urine drug screen. Positives may require external lab processing and may be reviewed by a Medical Review Officer, both of which are not included in the annual fees.</li> </ul> </li> </ul>

<b>Behavioral Health Services</b>	<b>Description</b>
Individual, couples and family counseling for behavioral health issues	<ul style="list-style-type: none"> <li>Such as stress, depression, anxiety, grief, relationships, eating disorders and substance abuse.</li> <li>If dependents are covered in the contract counseling will be offered to ages 12 and older.</li> </ul>

<b>Health Engagement System Technology Platform</b>	<b>Description</b>
Health Engagement System Technology Platform	<ul style="list-style-type: none"> <li>Personal Health Record with risk profile, wellness score, interactive nutrition and activity trackers, and medical content</li> </ul>

(for up to 110% of the employees and spouses eligible to participate)	<ul style="list-style-type: none"> <li>• Online scheduling system and secure messaging</li> <li>• Electronic Medical Record</li> <li>• Ability to import encounter data from carrier to provide historical patient encounter information</li> <li>• Export up to three (3) types of data feeds (encounter, lab, or HRA) in Marathon Health standard format</li> </ul>
Health Savings Account processing	<ul style="list-style-type: none"> <li>• For patients with a Health Savings Account (HSA) in a High Deductible Health Plan (HDHP), Marathon Health provides the ability to send a claim for non-preventative care visits, at an agreed upon cost, to be applied against the patient’s deductible.</li> </ul>

<b>Account Management and Advisory Services</b>	<b>Description</b>
One Point of Contact	An assigned Account Manager provides one point of contact for triaging issues that may be handled by Marathon’s team of analysts, clinicians, communications resources and others to ensure any issues are identified and addressed quickly.
Clinical Coverage Plan	Marathon Health will establish and provide a coverage plan for clinical staff absences due to illness, vacation or continuing medical education (CME) time off.
Monthly Reviews	Account Manager will hold monthly calls with the Client to deliver and discuss the reports described below to ensure that the client has data on health center activity and progress toward goals.
Annual Review	Account Manager will provide face-to-face annual reviews of the health center business, incorporating the Client-specific key performance metrics from the previous year, as well as a strategic plan for the next year.
Ongoing Health Promotions	Account Manager will work together with the Client to manage ongoing communications for the promotion of health center services and operations
Strategic Planning	Account Manager will work to understand and support Client’s unique business objectives and goals for the health center. The Account Manager will work collaboratively with the Client’s broker/consultant, as well as other health related vendors (EAP, DM, etc.) as needed to ensure that employee health resources are fully leveraged.

<b>Management Reporting and Analysis</b>	<b>Description</b>
Monthly client activity and trends report	Including visit volume (visits for acute care, occupational health, risk reduction and chronic condition management, group work and telephonic consults), high risk patients engaged, high risk patients making progress, encounters by CPT code, diagnoses by ICD-9 code, prescriptions written, and overall savings from operations
Annual reports including:	<ul style="list-style-type: none"> <li>• Population stratification report identifying percent of the population screened, size and nature of high risk population and size and nature of population with chronic conditions identified through data mining and/or screening.</li> <li>• Review of health center operations including health center volumes and patient engagement</li> <li>• Examination of outcomes including overall improvement in population health status, patient satisfaction, savings from health center operations and return on investment analysis, results of at-risk pay-for-performance metrics, and plan for continuous quality improvement.</li> </ul>
Customization	Up to 20 hours of custom reporting per year. Additional custom reporting beyond 20 hours per year will be billed as Additional Services at the rate of \$150/hour.

<b>Participant Communications and Promotions</b>	<b>Description</b>
Pre-launch multimedia communication campaign	Including site posters, events, digital communication and mailings, customized with location-specific information. (Descriptions of clinical services are not modifiable.) See A2 for details on pre-launch communication material.

MyHealth Report	Including email and mailings to promote access to a personalized health report for all participants.
Health Promotion Catalog	Including educational sessions, group programs, health center promotional activities, health fair support, health and fitness challenges, and other programs designed to increase engagement.
Production and Printing	The standard communication package includes all production and printing costs.

**SERVICES NOT INCLUDED IN ANNUAL FEE:**

- Flu vaccine and related supplies supplied at current rates.
- Pre-packaged pharmaceuticals dispensed onsite supplied at Marathon cost.
- Other prescription medications, vaccines and durable medical equipment supplied at Marathon cost
- Additional Data Services, such as custom interfaces for uploads of prior provider data, or more than 3 ongoing activity reports.
- Mass population biometric screening fees at quoted rates. Actual fee is dependent on number of individuals screened and the number of locations. Individual in-house biometric screenings and all health risk assessments are included in the annual service fee.
- Travel costs for health center staff and health screeners to visit Participants at offsite locations (locations other than those regularly operated health centers included at the top of this Schedule A).
- Optional communication services:
  - **Video Production:** Short videos to promote the services, success stories, or address concerns.
  - **Design/Production Non Storefront Material:** Production of material that requires additional customization.
  - **Mailings to homes:** Additional postage cost for mailing of materials to participants’ homes, rather than distributing in the workplace.

**EQUIPMENT INCLUDED IN THE IMPLEMENTATION FEE:**

*Note: basic medical equipment such as exam table(s), phlebotomy chair, cholestech machine(s) and small medical supplies and equipment are included.*

*Medical Equipment*

- Pediatric exam table with scale
- AED
- Autoclave

*Occupational Health Equipment*

- Pulmonary function test equipment

**NOT INCLUDED IN THIS AGREEMENT:**

- Non-CLIA waived tests, CLIA waived tests not included above, external lab processing for physicals, annual exams and screenings.
- Internet connectivity and telephone service for Marathon staff.



**Schedule A1  
IMPLEMENTATION SERVICES**

Marathon Health shall provide the following standard Implementation Services, which are included in the quoted fees. Additional services provided beyond the scope of the deliverables, such as additional site visit days, will be billed as Additional Services.

<b>Standard Implementation Package</b>	<b>Deliverables (exact media to be determined)</b>
<b>Pre-Kick Off Implementation Meeting</b>	Sales Transition Meeting: Client, Sales VP and Project Manager meet via conference call to initiate steps in the implementation process.
<b>Kick Off Implementation Meeting</b>	Initial Implementation Team meeting to start the implementation process. This conference call will include all members of the implementation team (from both Marathon and Client) to provide the foundation and expectations for the implementation process.
<b>Functional Workgroup Implementation Meeting</b>	Within 3 to 6 weeks, Marathon will provide up to 3 members of the implementation team to be onsite at the Client location for a workgroup session/meeting. Other members of the Marathon Implementation Team will join as needed by conference call.
<b>Recruitment/Onboarding of Clinical Team</b>	Marathon to cover the advertising cost for all staff positions and up to 2 visits to Client site to conduct initial recruitment of clinical team members.
<b>Clinical Coverage Plan</b>	Marathon to establish and provide coverage plan for clinical staff absences.
<b>Clinical Training</b>	Marathon will provide initial implementation training for all health center staff during onboarding and onsite at the health center during the go-live week. This includes travel, lodging, meals and materials for shadowing at other Marathon Health centers, orientation week and go-live week.
<b>Communication Services</b>	Marathon will provide the Pre-Launch Communication Program included in Schedule A2.
<b>Information Systems:</b>	
-IT Equipment	Marathon will provide computers for each clinical team staff member, printers, copiers and one kiosk.
-IT Set Up	Marathon to provide IT staff for set up for up to 2 days at the health center location prior to scheduled go live date.
<b>Project Management</b>	
-Project Manager Client site visits	Marathon will provide up to 3 onsite visits by the Project Manager during the implementation process.
-Weekly Implementation Calls	Marathon will provide weekly implementation calls with the implementation team/Client project manager during implementation process.
<b>Health Center Set Up</b>	
-Decor	Marathon will provide site posters and accent décor throughout health center.

-Furnishings	Marathon will provide non-medical furnishings for 2 exam rooms, 1 consulting room, lab and reception area, using Marathon's standard configuration.
-Medical Furniture	Marathon will provide exam table(s) for 2 exam rooms, phlebotomy chair and medical stool(s).
-Supplies & Maintenance	Marathon will provide office and medical supplies (excluding prescribed medications, vaccines and durable medical equipment). Marathon will also provide medical waste management.

**Schedule A2  
PRE-LAUNCH COMMUNICATION MATERIAL**

Marathon Health shall provide the following standard pre-launch communication material, which are included in the quoted fees. Additional communication material or changes to the following beyond the standard customization will be billed as Additional Services.

<b>Pre-Launch Deliverables</b>	<b>Description</b>	<b>Customization Available</b>
<b>Audit/ Strategy/ FAQ</b>	Communication audit to understand current practices, target audience, best methods. Strategy document and FAQ/ key message document delivered based on audit results.	
<b>Services Booklet</b>	4 color booklet describing available services.	Client name, center name, logo, photo selection
<b>Executive Announcement copy</b>	Announcement copy to be delivered by the Client.	All custom
<b>Posters</b>	4 color, 11x17" posters, including Coming Soon, Now Open, and Confidentiality	Client name, center name, logo, photo selection
<b>Leadership Toolkit</b>	Presentation and FAQ document explaining business drivers to leadership audience	
<b>Countdown Flyer Sets</b>	Set of 6 flyers, 8.5x11", each counting down from the 6 week mark with messaging to build excitement about healthcare at work.	Client or center logo
<b>Table Tents</b>	Laminated, 4 color, 2 sided, 3x4" table tent cards cueing people to expect the welcome package in the mail.	Client name, center name, logo, photo selection
<b>Welcome Package – Portal Mailer</b>	Mailer with a laminated wallet card with health center details and information about accessing the Portal.	Client name, center name, logo, photo selection, company messaging, personalized with username and password
<b>Welcome Package – Brochure and Services Roadmap</b>	Interactive brochure that describes services available and roadmap for accessing healthcare.	Client name, center name, logo, photo selection, hours, location, phone number, center-specific FAQ responses

<b>Welcome Package Envelope</b>	9x12" window envelope	Client or center logo
<b>Magnet</b>	4 color, business card size magnet	Client name, center name, logo, photo selection, hours, location, ph #
<b>Open House Postcard</b>	4x6" jumbo 4 color postcard invitation to open house	Client name, center name, logo, photo selection, hours, location, ph #, open house date and time
<b>Slim Jim</b>	3x8" 4 color rack card, services overview	Client name, center name, logo, photo selection, hours, location, ph #, center-specific FAQ responses
<b>Meet the Staff</b>	4 color, 8.5x11" flyer	Staff photos, bios, company/center name, logo, hours, location, ph #
<b>Open House</b>	Tours, Marathon Health information table, organize staff participation	
<b>Open House Raffle Prize</b>	Gift basket of wellness/health related items--fitness or healthy cooking themes	Standard
<b>Open House Giveaways</b>	Marathon Health branded giveaways such as pens, jump ropes, lip balm	Standard
<b>Wall Hangings (15)</b>	4 color, 24x36" posters (clings or framed) with health and wellness reminders and services overviews	Standard

**Schedule B  
FEES AND PAYMENT SCHEDULE**

**Service fees:**

Fees for the initial year of this agreement are as follows:

Annual Service Fee.....	\$492,576
Implementation Fee (one-time).....	\$62,880

Fees for optional services:

Onsite Pre-Packaged Pharmaceuticals ..... At cost  
*For drugs paid for directly by the Client. No additional fees are charged for drugs paid for by patients or through health plan claims.*

Flu vaccinations ..... At current rates  
*Includes the acquisition of the vaccine and supplies for administering in the health center by existing staff (excludes the administering through a mass flu clinic).*

Additional Services ..... At current rates  
*Fees for services requested beyond the scope outlined in the schedules above will be billed at Marathon's then current standard rates, and may require authorization via a Statement of Work executed by the Client. Additional service days onsite are billed at a minimum of eight (8) hours per day for each day requested, and Client shall reimburse Marathon for all out-of-pocket expenses incurred in connection with the services, including travel expenses. Marathon will use reasonable efforts to adhere to Client's travel reimbursement policy, if provided by Client.*

**Payment schedule:**

Service fees are invoiced and payable as follows:

- Implementation Fee at contract signing
- 1/12 of Annual Service Fees at beginning of each month of service
- Dispensed pharmaceutical charges, billable travel costs, Additional Services, and other unexpected costs incurred as a result of service modifications requested by Client as incurred.

**At Risk Fees and Pay for Performance**

10% of the Annual Service Fees for the initial three terms of this agreement are "at-risk" to Marathon Health and are subject to achieving the performance metrics outlined in the Marathon Health Pay for Performance Plan summarized in Schedule B1.

**Schedule B1  
PAY FOR PERFORMANCE PLAN  
Triple Aim**

The Marathon Health Pay for Performance Plan is based on achievement of key metrics covering the three dimensions relating to optimizing healthcare delivery and overall health of a population. The three dimensions are:

- **Improving the Patient Experience**
- **Improving the Health of the Population**
- **Reducing the Per Capita Cost**

The 10% of the annual base service fees for the initial three terms of this agreement that are “at-risk” will be attributed to these three dimensions in the following manner:

	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
<b>Improving the Patient Experience</b>	2.5%	2.5%	2.5%
<b>Improving the Health of the Population</b>	5.0%	5.0%	5.0%
<b>Reducing the Per Capita Cost</b>	2.5%	2.5%	2.5%
<b>Total</b>	10%	10%	10%

Marathon’s performance, requirements of the Client and fee credits for each of the three dimensions are detailed below. If the Client has not fulfilled all of its requirements for any dimension during a given year, then no fee credit will be due the Client for that dimension for that year.

## IMPROVING THE PATIENT EXPERIENCE – PATIENT SATISFACTION

### Marathon's Performance

Employees will rate whether they are satisfied with their overall experience with Marathon Health using satisfaction surveys.

### Fee Credits

The portion of at-risk fees attributable to Improving the Patient Experience will be credited back to the Client in accordance with the following scale:

<b>% of Participants Satisfied or Very Satisfied</b>	
<b>90+%</b>	0% credited to Client
<b>85+%</b>	50% credited to Client
<b>80+%</b>	75% credited to Client
<b>&lt; 80%</b>	100% credited to Client

## IMPROVING THE HEALTH OF THE POPULATION – HEALTH OUTCOMES

### Marathon's Performance

Patients with the following risk conditions will achieve health improvements as follows:

		% of Participants with the Condition that Achieve the Results			
	Eligible Participants with the Following Conditions	Will Achieve the Following Results	Minimum target for Year 1	Minimum target for Year 2	Minimum Target for Year 3
1	<b>Systolic BP &gt;= 140</b>	<b>Reduce by 12 mmHg or normal</b>	30.0%	35.0%	40.0%
2	<b>Diastolic BP &gt;= 90</b>	<b>Reduce by 5 mmHg or normal</b>	30.0%	35.0%	40.0%
3	<b>Glucose &gt; 100</b>	<b>Reduce 15% or normal</b>	10.0%	12.5%	15.0%
4	<b>Tot. Cholesterol &gt; 200</b>	<b>Reduce 10% or normal</b>	10.0%	12.5%	15.0%
5	<b>LDL Cholesterol &gt; 160</b>	<b>Reduce 10% or normal</b>	10.0%	12.5%	15.0%
6	<b>HDL Cholesterol M&lt;40, F&lt;50</b>	<b>Increase 10% or normal</b>	10.0%	12.5%	15.0%
7	<b>Triglycerides &gt; 200</b>	<b>Reduce 20% or normal range</b>	10.0%	12.5%	15.0%
8	<b>Overweight / Obesity</b>	<b>Reduce weight 5% or BMI normal</b>	3.0%	4.0%	5.0%
9	<b>Smokers</b>	<b>Quit for at least 90 days</b>	3.0%	4.0%	5.0%

	Participants Under Marathon's Care with the Following conditions	Will Achieve the Following Results	Minimum target for Year 1	Minimum target for Year 2	Minimum Target for Year 3
10	<b>Diabetics</b>	<b>Maintain average Hemoglobin A1C &lt;= 7.5</b>	10.0%	12.5%	15.0%
11	<b>Diabetics</b>	<b>At the standard of care (or not applicable) for 5 out of 6:</b> <ul style="list-style-type: none"> <li>• Pneumococcal at least once</li> <li>• Influenza</li> <li>• Hepatitis B at least once</li> <li>• Self-Glucose Monitoring OR Hemoglobin A1c Result exists at least 2 times per 12 month period</li> <li>• Foot Exam</li> <li>• Eye Exam</li> </ul>	75.0%	75.0%	75.0%
12	<b>Asthmatics</b>	<b>At the standard of care (or not applicable) for 5 out of 7:</b> <ul style="list-style-type: none"> <li>• Influenza</li> <li>• Pneumococcal at least once</li> <li>• Use of inhaled corticosteroid for those with persistent Asthma</li> <li>• Asthma Action Plan</li> <li>• Use of a short acting bronchodilator</li> <li>• Spirometry resulted</li> <li>• Medications appropriate for severity</li> </ul>	75.0%	75.0%	75.0%

The look-back period is 12 months in Year 1 and 18 months in subsequent years.



## Fee Credits

The portion of at-risk fees attributable to Improving the Health of the Population will be credited back to the Client in accordance with the following scale:

# of Categories from the Above Table in Which the Minimum Target was Reached	
7-12	0% credited to Client
4-6	50% credited to Client
2-3	75% credited to Client
< 2	100% credited to Client

## REDUCING THE PER CAPITA COST – REDUCE PMPM COST TREND

### Marathon's Performance

Client's expected PMPM medical claims cost for the eligible population, net of fees paid to Marathon, will be reduced as follows:

	Year 1	Year 2	Year 3
Approximate Gross Reduction	7%	11%	13%
Net Reduction Target	0%	4%	6%

This is computed as follows:

- Client's expected year 1 PMPM medical claims costs for the eligible population, excluding large cost claimants of \$50,000 or above, are agreed upon between Marathon & Client.
- Expected year 2 PMPM costs are computed by increasing expected year 1 costs by 9% for medical inflation. Expected year 3 PMPM costs are computed by increasing expected year 2 costs by 9% for medical inflation.
- Actual PMPM medical claims costs for each year, excluding large cost claimants of \$50,000 or above, are obtained and compared to the expected costs to arrive at the Actual Gross Reduction in PMPM Cost.
- The Actual Gross Reduction in PMPM Cost is decreased by the PMPM fee paid to Marathon to arrive at the Actual Net Reduction in PMPM Cost. The Actual Net

Reduction in PMPM Cost is divided by the expected PMPM cost for the year to determine the Actual Net Reduction Percentage.

Fee Credits

The portion of at-risk fees attributable to Reducing the Per Capita Cost will be credited back to the Client in accordance with the following scale:

<b>Variance of Actual Net Reduction Percentage from the Net Reduction Target</b>	
<b>+/-1% (e.g. 5%-7% reduction vs. a 6% target)</b>	0% credited to Client
<b>1%-3% under (e.g. 3%-5% reduction vs. a 6% target)</b>	50% credited to Client
<b>3%-5% under (e.g. 1%-3% reduction vs. a 6% target)</b>	75% credited to Client
<b>5+% under (e.g. 1-% reduction vs. a 6% target)</b>	100% credited to Client

Requirements of Client

For Marathon’s fees to be at-risk under this plan, the following requirements of the Client apply:

- Facilitate an annual electronic satisfaction survey of employees within 60 days (+/-) of the end of each contract year.
- A minimum of 40% of the eligible employee population must participate in a separate mass health screening, including biometrics and health risk assessment, within 3 months (+/-) of the Commencement Date, and annually thereafter. Marathon can arrange biometric screening services from its preferred partner to assist Client in meeting this requirement.
- For use of the health center, if the Client requires high co-payments from Participants, requires employees to “punch out”, locates the health center offsite, or has other significant restrictions on its use, then a minimum of 50% of the eligible population must have at least one acute care or health coaching visit in the clinic during each contract year.
- Provide information on PMPM medical claims cost and large cost claimants of \$50,000 or above for at least the 2 years immediately preceding year 1 of the Agreement.

- Provide the expected PMPM medical claims cost, net of and large cost claimants of \$50,000 or above, for year 1, reflective of the impact of any health plan design changes for that year.
- Provide information on PMPM medical claims cost and large cost claimants of \$50,000 or above within 60 days of the end of each contract year.
- The medical claims data referred to in Section 6.6 must be received as scheduled.
- Client must utilize Marathon Health branded or co-branded material in the pre-launch communication as described in Schedule A.



## Grand Junction City Council

### Workshop Session

Item #1.b.

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**Meeting Date:** September 17, 2018

**Presented By:** HopeWest

**Department:** City Manager

**Submitted By:** Greg LeBlanc, Assistant to the City Manager

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### **Information**

#### **SUBJECT:**

HopeWest Expansion Project

#### **EXECUTIVE SUMMARY:**

HopeWest is a constellation of programs, services and businesses operating across five rural counties of Western Colorado dedicated to building a community that transforms the experiences of aging, illness and grief for every family.

HopeWest has designed the Center for Living Your Best where participants will have access to an enriching environment and social gathering place, as well as access to services designed to enable people to stay in their own home as long as possible. HopeWest's goal is to create a healthy and meaningful life style for the aging population through The Center for Living Your Best.

#### **BACKGROUND OR DETAILED INFORMATION:**

More than 10,000 Mesa County residents are over 75. That number is projected to double over the next decade, rapidly escalating the number of residents needing health care, social support, transportation, and a wide range of other services focused on helping them live the best life they can as they age; preferably in their own home.

To respond to this challenge, HopeWest has designed the Center for Living Your Best. At the Center participants will have access to an enriching environment and social gathering place, as well as access to services designed to enable people to stay in their own home as long as possible. HopeWest's goal is to create a healthy and meaningful life style for the aging population through The Center for Living Your Best. This is a local innovation, creating a model for the nation.

The Center will offer a true continuum of services designed to ensure optimal health, including nutrition services, medical and behavioral care, physical therapy, palliative care, PACE and community-based hospice that are aligned and coordinated to reduce fragmentation and confusion.

"Community Building" programs will include social activities, transportation services, home maintenance services, complementary services such as massage, acupuncture, and aromatherapy as well as therapeutic music and art programs. Meaningful lives are made through service, relationships and intellectual stimulation, which will be provided at The Center.

Programs and services will be funded through private memberships, insurance, Medicare or Medicaid. Equally important are the number of programs that are dedicated to assuring people experience meaningful activity, social support, and practical services tailored to meet their needs. The cost to achieve this innovation is an estimated \$20 million dollars. These funds will enable the purchase and renovation of an 80,000 square foot building to house The Center and its new programs, such as PACE and the Medical Clinic. HopeWest anticipates funding this project with 5% operational money, 45% financed money, and 50% fundraising.

**FISCAL IMPACT:**

N/A

**SUGGESTED ACTION:**

This item is for informational purposes

**Attachments**

1. HopeWest - HopeBlooms overview



# Hope Blooms

## for The Center for Living Your Best

A transformational innovation for Mesa County's aging population, assuring that every road "leads home."

*HopeWest is a constellation of programs, services and businesses operating across five rural counties of Western Colorado dedicated to building a community that transforms the experiences of aging, illness and grief for every family.*

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More than 10,000 Mesa County residents are over 75. That number is projected to double over the next decade, rapidly escalating the number of residents needing health care, social support, transportation, and a wide range of other services focused on helping them live the best life they can as they age; preferably in their own home.

To respond to this challenge, HopeWest has designed the "Center for Living Your Best." At "The Center" participants will have access to an enriching environment and social gathering place, as well as access to services designed to enable people to stay in their own home as long as possible.

Our goal is to create a healthy and meaningful "life style" for our aging population through The Center for Living Your Best. This is a local innovation, creating a model for our nation.

The Center will offer a true continuum of services designed to ensure optimal health, including nutrition services, medical and behavioral care, physical therapy, palliative care, PACE and community-based hospice that are aligned and coordinated to reduce fragmentation, confusion and people "falling between the cracks."

"Community Building" programs will include social activities, transportation services, home maintenance services, complementary services such as massage, acupuncture, and aromatherapy as well as therapeutic music and art programs.

Meaningful lives are made through service, relationships and intellectual stimulation, which will be provided at The Center.

Programs and services will be funded through private memberships, insurance, Medicare or Medicaid. Equally important are the number of programs that are dedicated to assuring people experience meaningful activity, social support, and practical services tailored to meet their needs.

The cost to achieve this innovation is estimated at 20 million dollars. These funds will enable the purchase and renovation of an 80,000 square foot building to house The Center and its new programs, such as PACE and the Medical Clinic. We anticipate funding this project with 5% operational money, 45% financed money, and 50% fundraising.



## Grand Junction City Council

### Workshop Session

Item #1.c.

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**Meeting Date:** September 17, 2018

**Presented By:** Greg Caton, City Manager

**Department:** Parks and Recreation

**Submitted By:** Traci Wieland, Deputy Director

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### **Information**

#### **SUBJECT:**

Park and Open Space System

#### **EXECUTIVE SUMMARY:**

The City's parks and open space system has many acres of both developed and undeveloped land. City staff has identified undeveloped acreage within the system that has a higher and better uses either in furtherance of economic development or for park development. The properties that have been identified are a) 15 acres of the Las Colonias Business Park ("Business Park"), b) 14 acres on the south side of the Matchett property frontage on Patterson Road ("Matchett Frontage") and c) 41 acres (37 acres east of the driving range and a 4.2-acre parcel on the corner of South Broadway adjacent to the Tiara Rado Golf Course driving range) ("Tiara Rado"). In accordance with the City Charter, property used or held for park purposes cannot be sold without a vote of the citizens. The September 17<sup>th</sup> Council work session is intended to present information and for City Council to discuss options of maximizing the use of these properties for the benefit of the community.

#### **BACKGROUND OR DETAILED INFORMATION:**

As part of a private-public venture to develop the Riverfront in the area between 9<sup>th</sup> and 17<sup>th</sup> Streets (if extended) and South of the Riverside Parkway, infrastructure has been constructed at the Business Park. The infrastructure was designed and constructed in anticipation of private businesses locating their operations on leased pad sites. Because the City, since it has owned the property following its use for many years a uranium mill site, has used or held it for park purposes the businesses locating in the Business Park cannot purchase property and are limited initially to a 25-year lease. As more and more interest is generated in the Business Park, it has become evident that

not being able to sell the property may present an impediment to some businesses locating there.

The City's Master Plan for Matchett Park ("Matchett Plan" or "Plan") presently contemplates development of the Matchett Frontage with a school or schools. The Matchett Plan included a school or schools nearer to Patterson Road to provide a buffer from the Patterson as well as for convenient access; however, since the Plan was approved, the school(s) have been located on other property and the Matchett Frontage, due to its proximity to Patterson Road, would be best used for purposes other than typical "park" uses. Based on design and planning of Matchett Park, it is the Staff's recommendation that the Plan be amended and that the Council determine that the best use of the Matchett Frontage would be to sell the Matchett Frontage to private industry for development of businesses that will complement and enhance the Park development. During a special meeting on July 16, 2018 the Parks and Recreation Advisory Board voted unanimously to recommend the disposal of up to 15 acres of land at Matchett Park, dedicating the proceeds to the development of Matchett Park.

The Tiara Rado property is not now and has not since its purchase been designated or used as park property; the property has been held for the future development of an additional 9 golf holes. With the current golf course inventory in the Valley (and the region), an additional 9 holes is not warranted. Because the parcel is not park property, City Council rezoned 37 acres of this property in anticipation of offering it for sale to a private developer. Many of the surrounding residents voiced concerns regarding the zoning action; however, the Staff has a recommendation that may allay some of the resident's concerns about development. Because the 4.2-acre parcel has not yet zoned Staff recommends that the zoning process be initiated for that parcel and once zoned it be sold with the proceeds going to the golf course fund.

#### **FISCAL IMPACT:**

The General Fund cost to purchase the 37-acre Tiara Rado property at market rate would be approximately \$1.0 - \$1.2 million. If authorized by City Council, funds for the purchase would come from the General Fund Balance which is currently projected to be \$27.6 million at 12/31/2018. The amount available after netting the internal loans and other restricted funds including the General Fund Minimum Reserve of \$17.5 million (per the policy adopted by Council August 1st, 2018) is \$4.4 million.

If the purchase occurs, the Golf Fund would then be able to pay down the outstanding debt to the General Fund and lower the annual debt payments.

#### **SUGGESTED ACTION:**

In order to maximize the utility (including the sale of the same without violating the letter or spirit of the Charter) of the Business Park and Matchett Frontage properties,



Staff recommends that those properties be traded for the 37 acres of Tiara Rado and that the 37 acres be designated as “park property” in the City parks inventory and in exchange that the 29 acres presently designated as park property at the Business Park (15 acres) and Matchett Frontage (14 acres) no longer be held with the “park” designation. By adopting the recommendation, which would be subject to amendments of applicable plans and other public processes, the City Council could 1) add net acreage to the Parks inventory which acreage would be more useable and 2) use some or all of the proceeds to benefit existing City projects.

### **Attachments**

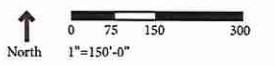
1. Matchett Park Master Plan
2. Matchett Park Acreage
3. Tiara Rado Las Colonias Matchett Park
4. Tiara Rado Map with Corner and Parcel
5. Las Colonias Master Plan





# Matchett Park Master Plan

August 28, 2014





# Matchett Park

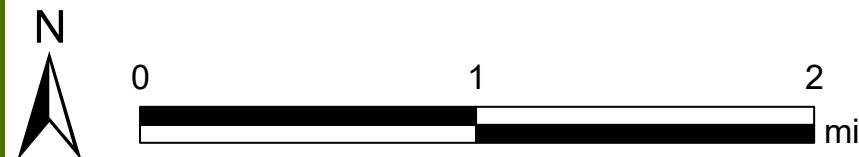
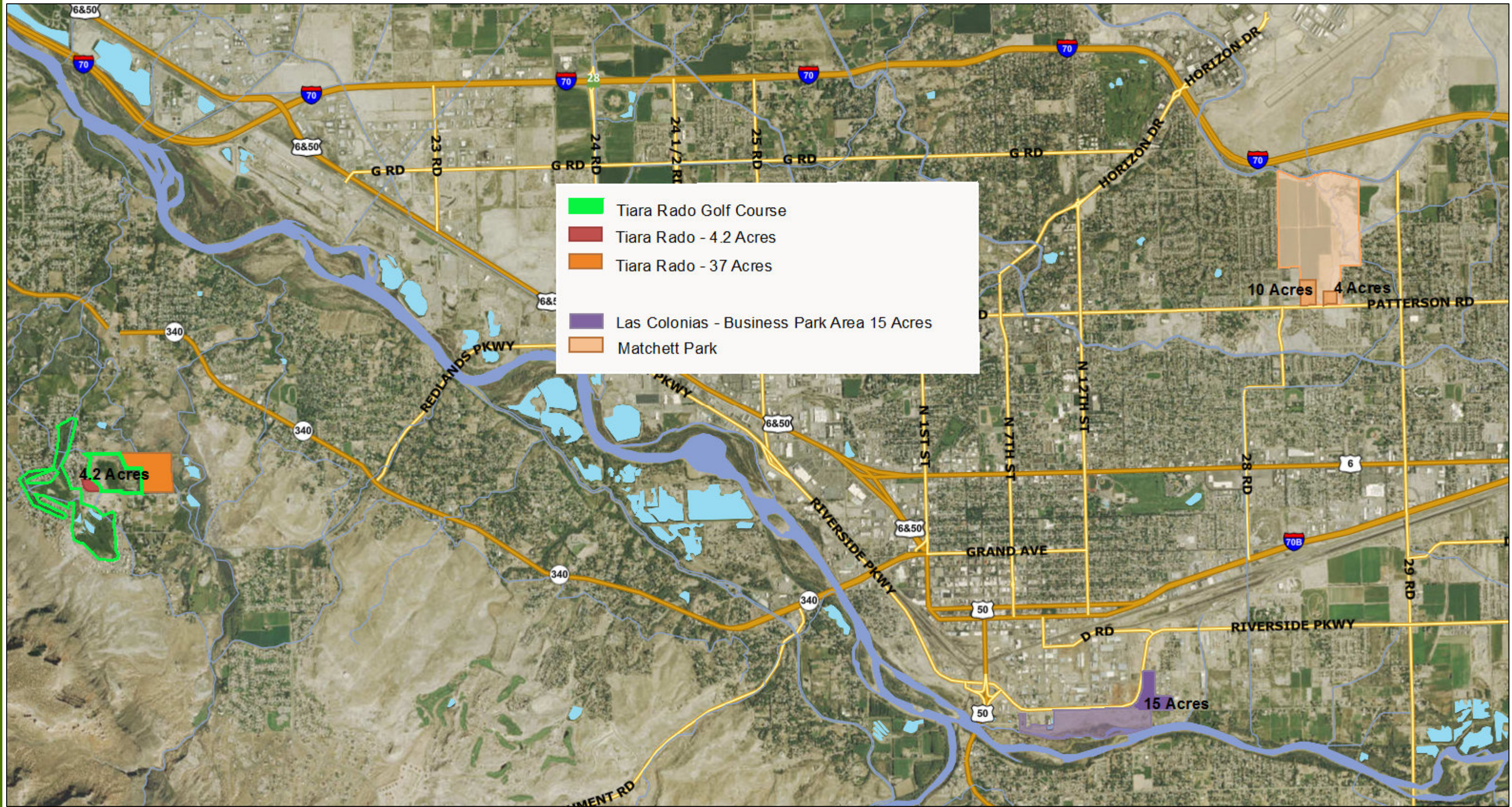


Printed: 9/5/2018

1 inch = 752 feet



# City of Grand Junction

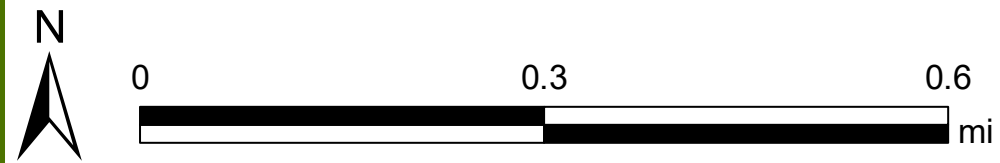
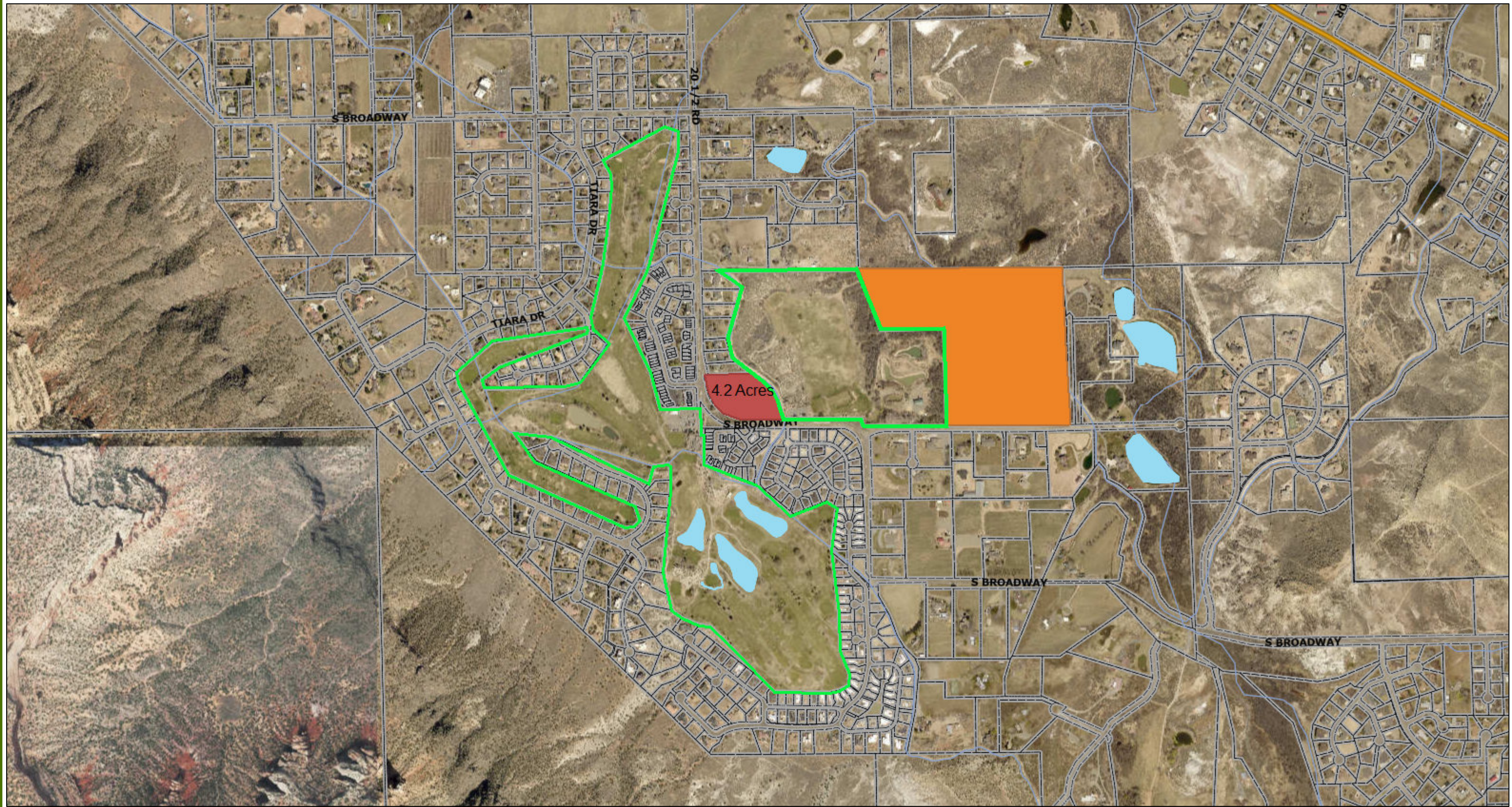


Date: 9/7/2018

1 inch = 3,009 feet



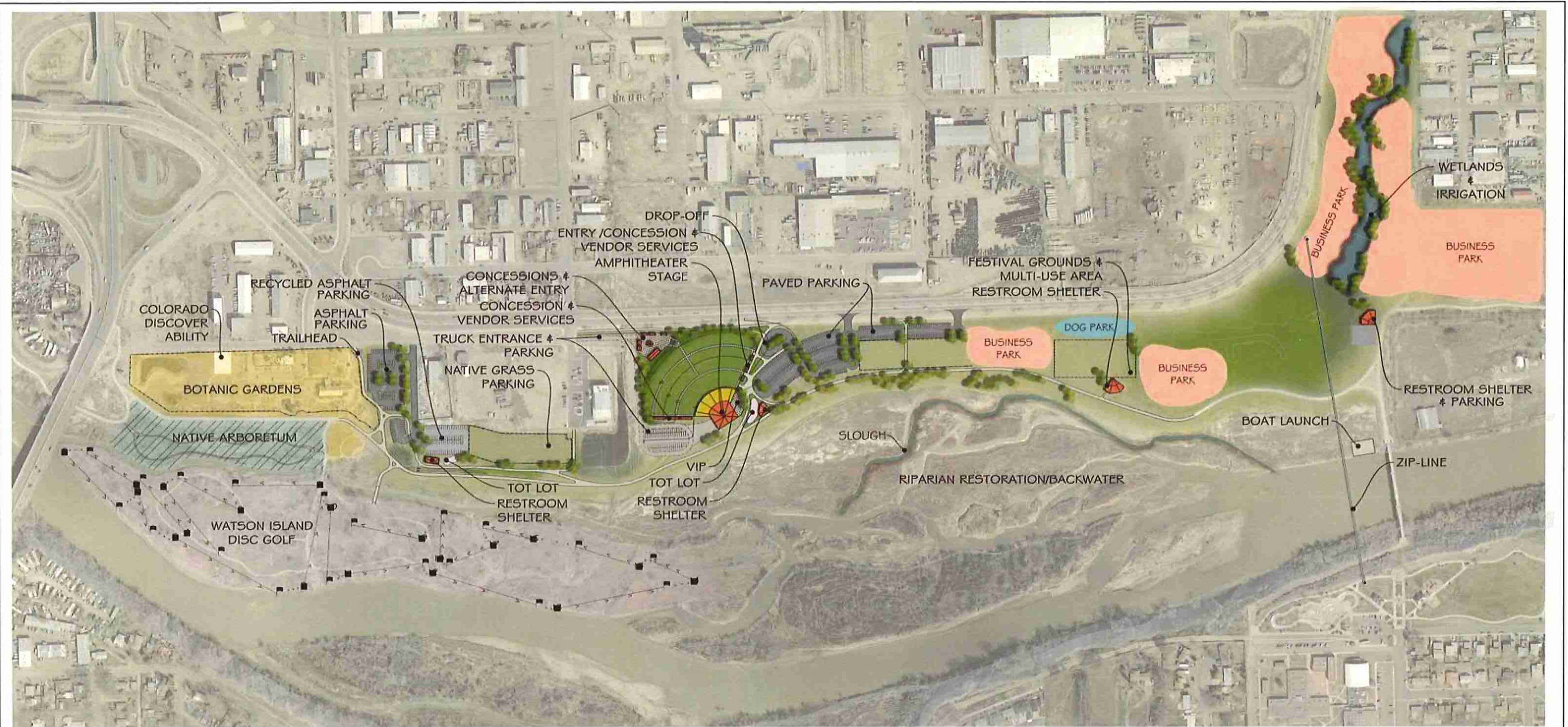
# City of Grand Junction



Date: 9/7/2018

1 inch = 752 feet





# LAS COLONIAS

GRAND JUNCTION, COLORADO



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