

SECOND AMENDATORY AGREEMENT

This **SECOND AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **COLORADO NONPROFIT DEVELOPMENT CENTER**, a Colorado nonprofit corporation, whose address is P.O. Box 18770, Denver, Colorado 80218 (the “Contractor”), jointly (“the Parties”).

RECITALS:

A. The Parties entered into an Agreement dated July 23, 2024, and an Amendatory Agreement dated April 16, 2025, (collectively, the “Agreement”) to perform, and complete all of the services and produce all the deliverables set forth on Exhibit A, Scope of Work, to the City’s satisfaction.

B. The Parties wish to amend the Agreement to extend the term, increase the maximum contract amount, update the scope of work exhibit, and update the budget exhibit.

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

1. Section 3 of the Agreement entitled “**TERM:**” is hereby deleted in its entirety and replaced with:

“**3. TERM:** The Agreement will commence on **January 1, 2024**, and will expire on **December 31, 2026** (the “Term”). The term of this Agreement may be extended by the City under the same terms and conditions by a written amendment to this Agreement. Subject to the Executive Director’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Executive Director.”

2. Section 4 of the Agreement entitled “**COMPENSATION AND PAYMENT:**”, subsection **d.** entitled “**Maximum Contract Amount:**”, sub-subsection **(1)** is hereby deleted in its entirety and replaced with:

“**d. Maximum Contract Amount:**

(1) Notwithstanding any other provision of the Agreement, the City’s

maximum payment obligation will not exceed **NINE HUNDRED SIXTY-EIGHT THOUSAND ONE HUNDRED TWENTY-SEVEN DOLLARS AND NO CENTS (\$968,127.00)** (the “Maximum Contract Amount”). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at Contractor’s risk and without authorization under the Agreement.”

3. All references in the original Agreement to **Exhibit A, Scope of Work** now refer to **Exhibit A, Exhibit A-1, and Exhibit A-02**. **Exhibit A-02** is attached and incorporated by reference herein.

4. All references in the original Agreement to **Exhibit B, Budget** now refer to **Exhibit B, Exhibit B-1, and Exhibit B-02**. **Exhibit B-02** is attached and incorporated by reference herein.

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

6. This Second 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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[SIGNATURE PAGES FOLLOW.]

Contract Control Number: ENVHL-202582497-02 | ENVHL- 202473486-02
Contractor Name: COLORADO NONPROFIT DEVELOPMENT CENTER

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:

ENVHL-202582497-02 | ENVHL- 202473486-02
COLORADO NONPROFIT DEVELOPMENT CENTER

Signed by:

1CDC4FFA954949B...

By: _____

Melinda Higgs

Name: _____
(please print)

President

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



EXHIBIT A-02

SCOPE OF WORK - AMERICAN RESCUE PLAN ACT (ARPA) SUBRECIPIENT AGREEMENT

SERVICE PROVIDER/SUB-RECIPIENT:

Colorado Nonprofit Development Center dba Harm Reduction Action Center

ARPA TERM: 01/01/2024 – 09/30/2026

OPIOID SETTLEMENT FUNDS TERM: 01/01/2026 – 12/31/2026

1. SCOPE OF SERVICES

The Subrecipient will use the funds to **purchase a building** is a new effort that will ensure that the HRAC continues to be able to provide critical services on the front line of this crisis with stability for years to come. While the HRAC provides street outreach in high drug traffic areas and encampments, the HRAC primarily operates a fixed model site, serving as a one-stop-shop for participants to get their needs met onsite with local service providers. Due to the nature of our work and that 80% of our clients are homeless or transitionally housed upon intake - moving our center is incredibly disruptive for our clients, leads to folks ceasing receiving services and causes potential lethal harm. In our 22-year history, the HRAC has resided in 4 different locations due to not having the funding to purchase our own building. Our participants, staff, and board are aligned that the biggest threat to the HRAC's ability to meet our mission is not having a permanent location for our work.

Additionally, with an increasingly unpredictable drug supply, Colorado's overdose crisis is the worst it has ever been. For the past 21 years, Denver's Harm Reduction Action Center (HRAC) has provided direct service with people who inject drugs (PWID) and is a trusted service provider for thousands. The HRAC's work for a healthier and safer Denver is truly unparalleled and services need to continue to flourish and shift with the unpredictable drug supply. For the past 23 years, the HRAC has been the state's largest provider for PWID. To keep relevant with the drug trends, the HRAC welcomed smokers to broaden our work for people who use drugs (PWUD) as the overdose crisis increased among smokers, as well. This newer shift has increased our programming and services capacity. With this has come growth with an increase in services such as naloxone, fentanyl testing strips, pipes, testing, health education classes, volunteering opportunities, and resources/referrals. In addition, with this inclusion of smokers has come with an increase in smoking supplies and food/hygiene/sock/hydration/basic needs access. This is especially needed in our neighborhood as folks continue to experience food insecurity. These funds will be utilized in accordance with the policies and procedures established by the Subrecipient for this program.

The Subrecipient shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement in accordance with all applicable federal, state, and local requirements, laws, regulations, executive orders, policies, and procedures.

The Subrecipient shall respond to and correct any deficiencies in performance and conformance to federal, state, or local laws, requirements, regulations, executive orders, policies, and procedures, when those deficiencies are identified by the Pass-Through Entity and brought to the attention of the Subrecipient.



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The Subrecipient may not obligate the Pass-Through Entity, except as required by law or regulation. The Subrecipient may not pledge the full faith or credit of the Pass-Through Entity, or make any contract, lease, or purchase in the name of the Pass-Through Entity.

Nothing in this Agreement shall in any manner restrict the Subrecipient from contracting with other public and private entities to perform work and provideservices in accordance with its corporate mission.

2. ADMINISTRATIVE CONSIDERATIONS

Where policies of the Subrecipient differ from those of the Pass-Through Entity, such as travel reimbursement, fringe benefits, indirect costs, etc., the policies of the Subrecipient shall be applicable to cost incurrences under the Agreement provided such policies comply with awarding agency regulations.

3. REBUDGETING AND PRIOR APPROVAL

Subrecipient is permitted to re-budget direct costs, if necessary, as described in the uniform guidance (§200.308) to better reflect spending requirements, subject to the Pass-Through Entity's written approval, and subject to the federal awarding agency's policy and the uniform grant guidance that would define requirements for prior written approval (§200.407) before implementation.

4. EQUITABLE OUTCOMES

The Subrecipient shall comply with the Pass-Through Entity's efforts to measure and promote equitable outcomes in the use and distribution of funds. The Subrecipient shall assist as required in monitoring and reporting to the Pass-Through Entity's outcome goals and shall administer the program to foster equitable outcomes by, including but not limited to, fostering awareness of the program, and promoting equitable access to and distribution of resources.

5. RISK ASSESSMENT, SPECIFIC CONDITIONS AND REMEDIES

The Pass-Through Entity has conducted a risk assessment as required by §200.332(b) and determined the Subrecipient's level of risk as [low, moderate, high – select]. Risk assessments may be repeated throughout the project period after scheduled reports, audits, unanticipated issues or other adverse circumstances that may arise. The Pass-Through Entity may require specific conditions (§200.208) to be noted in the sub-award agreement, including but not limited to: correction of prior audit findings, monthly reporting or other specific conditions until the Subrecipient is eligible for a low risk rating, at which time the specific condition(s) may be removed and the award instrument amended. In the event of noncompliance or failure to perform, the Pass-Through Entity has the authority to apply remedies, as defined in the uniform guidance (§200.339), including but not limited to temporarily withholding payments, disallowances, suspension or termination of the federal award, suspension of other federal awards received by the Subrecipient, debarment or other remedies including civil and/or criminal penalties, as appropriate (§200.332(h)). The Pass-Through Entity may also consider whether the monitoring results of Subrecipient necessitate adjustments to its own record (see §200.332(g)).

6. PERFORMANCE INDICATORS

The Subrecipient shall establish and implement performance indicators to evaluate all aspects of the program, including the implementation, progress, and achievement of set goals and outcomes. The



DENVER
THE MILE HIGH CITY

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Subrecipient shall assist the Pass-Through Entity in the preparation of reports concerning the performance indicators and shall participate in program evaluations as required.



DENVER
THE MILE HIGH CITY

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7. GENERAL INFORMATION

Subrecipient Unique Entity Identifier (UEI) Number: JWA8UFQKGUM4

Legal Subrecipient name : Colorado Nonprofit Development Center dba Harm Reduction Action Center
(must match registered name associated with its Unique Entity Identifier in SAM.gov):

Federal Award Identification Number (FAIN): N/A

Pass-Through Entity may have a subaward number (optional): N/A

Federal Award to City Date: March 21, 2021

Subrecipient Period of ARPA Performance Start and End Dates: 01/01/2024 – 09/30/2026.

Subrecipient Period of Opioid Settlement Funding Performance Start and End Dates: 01/01/2026 – 12/31/2026.

Total Amount of Federal Funds Obligated by City action to the Subrecipient: \$489,376

Total Amount of **ARPA funds** awarded to Subrecipient: **\$489,376**

Total Among of **General City funds** awarded to Subrecipient: **\$239,376**

Total Among of **OAF funds** awarded to Subrecipient: **\$239,375**

TOTAL FUNDS AWARDED: \$ 968,127.00

Subrecipient Project/Program Title: Procurement of Facility

Name of Federal Awarding Agency: U.S. Treasury

Name of Pass-Through Entity: Colorado Nonprofit Development Center dba Harm Reduction Action Center

Contact Information (name, email & phone #) of Pass-through Entity (CITY) Awarding Official
Nalleli Ramirez-Salinas DPHE Environmental Public Health Specialist nalleli.ramirez-salinas@denvergov.org

Federal Assistance Listing Number: CFDA # 21.027

Type of Award: Program or Research (R&D): Program

Indirect Cost Rate: N/A

Total Approved Cost Sharing or Matching, where applicable: N/A



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8. PROGRAM SERVICES AND DESCRIPTIONS

The Provider will be granted funds to provide the following services:

Section 1: ARPA SOW

Our key objective by the end of 2026 is:

1. By December 2026, the HRAC will purchase a permanent facility to house our body of work.

Section 2: Opioid Settlement Funding SOW

1. By December 2026, HRAC will provide over 4,500 individuals with health education, sterile syringe/pipe access, syringe disposal opportunities, and critical health care through over 20,000 unique access episodes.
2. By December 2026, HRAC will distribute 2,500 kits naloxone to people who use drugs and third parties.
3. By December 2026, HRAC will host over 100 tours of our space for medical professionals/students, first responders, policy makers, law enforcement, and the general public to promote education and increased understanding of the needs of people who use drugs which allow for stigma reduction.
4. By December 2026, HRAC will provide over 9,000 referrals to include, but not limited to, basic needs, healthcare enrollment, mental health, substance use treatment, HIV/HCV/STI testing, health education classes, naloxone, fentanyl/xylazine testing strips, etc.

9. PROGRAM LOCATIONS:

The Provider will serve the following neighborhoods: City and County of Denver, Colorado

10. MONITORING PLAN AND REPORTING

Monitoring activities may include, but are not limited to:

- Checking online repositories such as SAM.gov, the FAC and other data analytics to ensure subrecipient entities are not debarred from doing business with the federal government or currently engaged in legal proceedings at the federal, state or local level that would jeopardize completion of ARPA approved project.
- Following subrecipient coverage in public media including TV news, printed news, website information, social media, etc.
- Reviewing subrecipient single audits or arranging for agreed-upon procedures engagements, as appropriate.
- Conducting of Risk Assessment by the Pass-Through Entity on each Subrecipient prior to commencement of proposed project/program and receipt of federal funds.
- Scheduling on-site visits or remote desk reviews of subrecipients to ensure compliance to ARPA and City terms of Agreement.



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- Reviewing Subrecipient reimbursement requests and progress reports to ensure compliance to ARPA and City terms of Agreement.
- Requiring prior written approval for certain activities, costs or specific conditions to support eligible expense classification under ARPA.
- Reviewing third-party evaluations, as appropriate.
- Providing technical assistance and training to Subrecipients upon request.
- Completion of telephone consultations and other means of communication such as emails, virtual calls.

11. MONITORING AND REPORTING

The Pass-Through Entity may monitor Subrecipient to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved, as required by §200.332(d). The Pass-Through Entity may monitor Subrecipient and identify any failures in the administration and performance of the award. The monitoring plan can also serve to identify whether Subrecipient needs technical assistance. In addition to program performance, the Pass-Through Entity may monitor financial performance as required by §200.332(d)(1). Monitoring may be used to document allowable and unallowable costs, time and effort reporting and travel. Monitoring also may be used to follow up on findings identified in an earlier monitoring visit, from document reviews, or after an audit to ensure that Subrecipient took corrective action (§200.332(d)(2)). As appropriate, the cooperative audit resolution process may be applied.

The monitoring plan may include on-site visits, follow-up, document and/or desk reviews, third-party evaluations, virtual monitoring, technical assistance, and informal monitoring such as email and telephone interviews. The Pass-Through Entity may also issue management decisions for applicable audit findings as required by §200.521 (§200.332(d)(3)). For reporting, the uniform guidance requires that Pass-Through Entity and Subrecipient use OMB-approved government-wide standard information collections when providing performance information and data in reports. A sample of monitoring activities is included in Attachment III.

REPORTING

The Provider will be responsible for reporting on program outputs and outcomes.

The table below summarizes reporting activity and due dates. The dates and or frequency may be subject to change.

Report # and Name	Description	Due Date	Reports to be sent to:
6 Month Progress Reports	Progress Reports will be due every 6 months from start of contract term. A template will be provided by DDPHE to complete.	6 months from start of term	DDPHE Program Manager



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Close Out Report	Final Close Out Report (including 3-5 photos, if applicable)	No later than 2 weeks after the end of term	DDPHE Program Manager
Other reports as requested	To be determined (TBD)	TBD	TBD

12. INVOICE

Invoices must be provided on the DDPHE ARPA Invoice Form that will be provided to each sub-recipient.

- Every expense covered with ARPA funds must have documentation to
 - identify the expense (what is being paid for)
 - proof of purchase (receipts, timesheets, contract & contractor invoices, etc.)
 - proof the expense was paid (check, EFT, credit card statement showing charge and payment of the credit card)

13. PAYMENTS

Invoices and reports shall be completed and submitted to the DPHE email on or before the 15th of each month following the month of services rendered.

Examples of what invoices should include, as applicable:

- Expenditures by date transaction and description of each. In the case of behavioral health this would best include an attachment to the invoice - for example if the providers is providing counseling services a list by date of service, session cost and some type of patient/client number (but no identifier information)
- Timesheets or time report
- An earnings statement to show total hours worked, deductions, taxes paid, and check # or EFT transfer to pay the employee.
- If ARPA funds are used for only a portion (%) of the employee’s time, an ARPA Payroll Allocation form must be completed.
- An invoice reflecting expense for supplies, equipment, rent, utilities, etc. should also have attached those receipts, copy of utility bills, etc.

Exhibit B-02

Instructions: Use this Budget Worksheet Template to explain how your organization plans to use funds consistently with the proposed work plan. Align budget requests and associated deliverables to provide a consistent, logical picture of what you will accomplish, by whom, and the associated costs. The information in each expenditure category helps ensure clear communication over time and staff. Please provide narrative for each category in the "Description of Work/Item" section. You may add more lines to each section, please ensure they are included in the total sum.

If your budget does not show alignment, DDPHE may contact you with requests for clarifications and/or modifications.

Syringe Access Program

Organization Name		Colorado Nonprofit Development Center dba Harm Reduction Action Center		
Project Title		Let's talk about LIFE: Harm Reduction Action Center		
Term		1/1/26-12/31/26		
Budget Categories				
Supplies				
Item	Description of Item	Quantity	Per Item Cost	Total
Harm Reduction Supplies	Necessary harm reduction supplies to include syringes and pipes for program participants.	12	\$ 495.00	\$5,940.00
Operational Supplies	HRAC is the largest harm reduction organization in the state with 29,000 visits in 2024. Supplies will benefit HRAC fixed site such as cleaning supplies, office supplies, garbage bags, paper towels, toilet paper, general upkeep	12	\$ 490.00	\$5,800.00
Food Beverages for Participants	Necessary beverage & healthy snacks for participants to consume while waiting or during a hepatitis C treatment session, attending a class or receiving other services at the facility	12	\$ 495.00	\$5,940.00
Hygiene/Basic Needs	HRAC operates the largest PWUD fixed site in the state of Colorado providing hygiene items, basic needs, warm gear, and alternatives to incarceration	12	\$ 500.00	\$6,000.00
Technology/Printing	computers for staff, i-pads for street outreach, Microsoft packages for all computers, anti-virus software, HIPAA confidential dropbox services, printers, printing costs, toner, etc.	12	\$ 490.00	\$5,800.00
				\$29,480.00
Operating				
Item	Description of Item	Quantity	Per Item Cost	Total
Rent/Mortgage		12	\$ 11,932.55	\$143,190.60
Utilities	Utilities: include phone, internet connection, electric, heat, gas, sewer, etc fixed site utilities at \$1500 per month *new monthly expenses in 2026*\$ 900 for trash/\$600 property insurance = \$1500 per month	12	\$ 3,000.00	\$36,000.00
				\$0.00
Total Operating				\$179,190.60
Other				
Item	Description of Item	Quantity	Per Item Cost	Total
				\$0.00
				\$0.00
				\$0.00
Total Other				\$0.00
TOTAL DIRECT COSTS (Personnel, Subcontracts, Equipment, Travel, Supplies, Operating, & Other)				\$208,670.60
Indirect				
Item	Description			Total
Indirect rate (if applicable):	CNDC has an approved 14.7% indirect rate			\$30,674.58
TOTAL INDIRECT COSTS				\$30,674.58
TOTAL BUDGET				\$239,345.18

Total Maximum Contract Amount \$ 968,127.00