

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 **VIVENT HEALTH, INC.**, a Wisconsin nonprofit corporation, registered to conduct business in Colorado, whose address is 1311 North 6th Avenue, Milwaukee, Wisconsin 53212 (the “Contractor”), jointly (“the Parties”).

RECITALS:

A. The Parties entered into an Agreement dated July 10, 2024, and an Amendatory Agreement dated May 18, 2025, (collectively, (the “Agreement”) to perform, and complete all of the services and produce all the deliverables set forth on Exhibit A, the 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 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 **FIVE HUNDRED TWO THOUSAND SEVEN HUNDRED FORTY-FIVE DOLLARS AND NO CENTS (\$502,745.00)** (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. **Exhibit A** and **Exhibit A-1** are hereby deleted in their entirety and replaced with **Exhibit A02**, Scope of Work, attached and incorporated by reference herein. All references in the original Agreement to **Exhibit A** and **Exhibit A-1**, are changed to **Exhibit A02**.

4. All references in the original Agreement to **Exhibit B** and **B01** are changed to **Exhibit B-1** and **Exhibit B02**. **Exhibit B02, Budget** 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-202582498-02 | ENVHL- 202473937-02
Contractor Name: VIVENT HEALTH, INC,

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-202582498-02 | ENVHL- 202473937-02
VIVENT HEALTH, INC,

By:  Signed by:
48B0D458379C482...

Name: Tim Dyer
(please print)

Title: Executive Vice President & CFO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



DENVER
THE MILE HIGH CITY

EXHIBIT A-02

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

SERVICE PROVIDER/SUB-RECIPIENT: **Vivent Health**

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 provide Behavioral Health and Harm Reduction services. Behavioral Health services include providing mental health counseling through a licensed psychotherapist to people living with HIV, psychiatric prescription support with a psychiatric nurse practitioner, and offering real-time interpretation services to these services to ensure access to care for people who speak a language other than English. Harm Reduction services include distributing harm reduction supplies including Narcan and Naloxone for overdose prevention, providing harm reduction education and referrals to local services for people who inject drugs, and PrEP navigation for people at risk for HIV to be connected to long-term preventive medical care. Vivent Health will also conduct two days of all-staff trainings per year using an evidence-based model focusing on emotional intelligence skill building and motivation and strategies for accomplishing goals, and individual stipends for staff to attend conferences or trainings based on their professional goals and indicated skill building needs.

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.

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 provide services 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.



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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 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
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7. GENERAL INFORMATION – Vivent Health

Subrecipient Unique Entity Identifier (UEI) Number: EM7PFJBH81E1

Legal Subrecipient name : Vivent Health

(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 OAF Performance Start and End Dates: 01/01/2026 – 12/31/2026.

Subrecipient Budget ARPA Project/Program Start and End Date: 01/01/2024 – 09/30/2026.

Subrecipient Budget OAF Project/Program Start and End Date: 01/01/2026 – 12/31/2026.

Total Amount of Federal Funds Obligated by City action to the Subrecipient: \$125,000

Total Amount of **ARPA funds** awarded to Subrecipient: **\$125,000**

Total Among of **Opioid Settlement funds** awarded to Subrecipient: **\$125,915**

Subrecipient Project/Program Title: Vivent Health Harm Reduction and Behavioral Health Services

Name of Federal Awarding Agency: U.S. Treasury

Name of Pass-Through Entity: City of Denver

Contact Information (name, email & phone #) of Pass-through Entity 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

Section 1: ARPA SOW

The Provider will be granted funds to provide the following services: Behavioral Health services, Harm Reduction Services, supplementary training for staff, and evaluation support.

Behavioral Health services include providing mental health counseling through a licensed psychotherapist to people living with HIV, psychiatric prescription support with a psychiatric nurse practitioner, and offering real-time in-person interpretation services to these services to ensure access to care for people who speak a language other than English.

	Mental Health counseling sessions	Psychiatric Provider unduplicated clients	Interpretation service sessions	Staff receiving bi-annual trainings
Estimated Output (monthly)	20 sessions	0 clients	4 sessions	0 staff members

Section 2: Opioid Settlement Funds SOW

Vivent Health intends to serve **775** people who inject drugs (PWID) from January 1, 2026 through December 31, 2026. As a registered SAP receiving funds from the City, Vivent Health’s SAP will provide the following services, either directly or through referral, to participants free of charge:

- Syringe and other sterile injection-related supplies;
- Education on safer injection practices and vein care;
- Syringe disposal and education on syringe disposal practices and locations;
- Overdose prevention, education, recognition and response, and distribution of naloxone;
- HIV/STIs/HCV testing and sexual health resources; and
- Social support and healthcare services such as case management, substance use treatment, food banks, behavioral health services, primary care, HCV/HIV/STI treatment, Hepatitis A and B vaccinations, Pre-Exposure Prophylaxis, and wound care.

9. PROGRAM LOCATIONS:

The Provider will serve the following neighborhoods; the City and County of Denver.

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



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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.
- 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.



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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
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 B02

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	Vivent Health
Project Title	Vivent Health Harm Reduction and Behavioral Health Services
Term	[1/1/2026-12/31/2026]

Budget Categories

Personnel and Fringe

Salary Employees

Position Title	Employee Name (DDPHE note: remove prior to inserting in contract)	Description of Work	Percent of Time	Salary + Fringe Benefits	Total
Prevention Supervisor	Julian Wakefield	Provide oversight of prevention programs	10%	\$80,885.00	\$8,088.50

Hourly Employees

Position Title	Employee Name (DDPHE note: remove prior to inserting in contract)	Description of Work	Hours	Hourly Rate + Fringe Benefits	Total
Prevention Specialist	Pine Akers	Provide syringe access services, harm reduction education, and deliver Narcan/naloxone and overdose reversal training	520	\$26.25	\$13,650.00
Prevention Specialist	Tessa Templeton	Provide syringe access services, harm reduction education, and deliver Narcan/naloxone and overdose reversal training	260	\$30.64	\$7,965.75
Prevention Specialist	Missy Powell	Provide syringe access services, harm reduction education, and deliver Narcan/naloxone and overdose reversal training	520	\$27.50	\$14,300.00
Prevention Specialist	Faizon Matthews	Provide syringe access services, harm reduction education, and deliver Narcan/naloxone and overdose reversal training	520	\$26.25	\$13,650.00
Prevention Specialist	Krishangi Pokhrel	Provide syringe access services, harm reduction education, and deliver Narcan/naloxone and overdose reversal training	520	\$26.25	\$13,650.00
Total Personnel and Fringe					\$71,304.00

Subcontract/Consultant Costs

Item	Description of Item	Quantity	Per Item Cost	Total
				\$0.00
				\$0.00
				\$0.00
Total Subcontract				\$0.00

Equipment

Item	Description of Item	Quantity	Per Item Cost	Total
				\$0.00
				\$0.00

				\$0.00
			Total Equipment	\$0.00
Travel				
Item	Description of Item	Quantity	Per Item Cost	Total
Van Expenses	Mobile syringe services, fuel for agency vehicle, \$3.05 per gallon at 33.2 gallons per month for total of \$100 per month, partial insurance coverage\$200/month; total of \$301 per month	12	\$301.00	\$3,612.00
				\$0.00
				\$0.00
			Total Travel	\$3,612.00
Supplies				
Item	Description of Item	Quantity	Per Item Cost	Total
Narcan/Naloxone	Overdose reversal supplies	850	\$10.00	\$8,500.00
Harm Reduction Supplies	Harm reduction, safer smoking, and wound care kits	12	\$2,173.00	\$26,075.00
				\$0.00
			Total Supplies	\$34,575.00
Operating				
Item	Description of Item	Quantity	Per Item Cost	Total
				\$0.00
				\$0.00
				\$0.00
			Total Operating	\$0.00
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)				\$109,491.00
Indirect				
Item	Description			Total
Indirect rate (if applicable):	Indirect Costs: DDPHE policy places a fifteen percent (15%) cap on reimbursement for indirect costs, based on the total contract budget.			\$16,424.00
TOTAL INDIRECT COSTS				\$16,424.00
TOTAL BUDGET				\$125,915.00

Maximum Contract Amount \$ 502,745.00