

THIRD AMENDATORY AGREEMENT

This **THIRD 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 d/b/a HARM REDUCTION ACTION CENTER**, a Colorado nonprofit corporation, with an address of 789 Sherman Street, Denver, Colorado 80203 (the “Contractor”), jointly (“the Parties”).

RECITALS:

A. The Parties entered into an Agreement dated April 22, 2019, and an Amendatory Agreement dated March 11, 2020, and a Second Amendatory Agreement dated January 14, 2021 (collectively, the “Agreement”) to undertake, perform, and complete all of the services and produce all the deliverables set forth on **Exhibit A, Scope of Work and Rates**, to the City’s satisfaction.

B. The Parties wish to amend the Agreement to extend the term, increase the maximum contract amount, update section 19-No Employment of Illegal Aliens, update section 22-No Discrimination in Employment and amend the scope of work and rates.

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 **April 1, 2019**, and will expire on **December 31, 2022** (the “Term”). 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 Director.”

2. Section 4 of the Agreement entitled “**COMPENSATION AND PAYMENT**” Sub-section d. (1) entitled “**Maximum Contract Amount:**” 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 FIFTY-SEVEN THOUSAND**

FIVE HUNDRED SEVENTY-FIVE DOLLARS AND NO CENTS (\$957,575.00) (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. Section 19 of the Agreement entitled “**NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT:**” is hereby deleted in its entirety and replaced with:

“19. NO EMPLOYMENT OF WORKERS WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT:

a. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the “Certification Ordinance”).

b. The Contractor certifies that:

(i) At the time of its execution of this Agreement, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement, nor will it knowingly employ or contract with a worker without authorization to perform work under this Agreement in the future.

(ii) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., and confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

(iii) It will not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

(iv) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under this Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

(v) If it obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, it will notify such subconsultant or subcontractor and the City within three (3) days.

The Contractor shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during the three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.

(vi) It will comply with a reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

c. The Contractor is liable for any violations as provided in the Certification Ordinance. If the Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If this Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying the Contractor from submitting bids or proposals for future contracts with the City.”

4. Section 22 of the Agreement entitled “**NO DISCRIMINATION IN EMPLOYMENT**” is hereby deleted in its entirety and replaced with:

“**22. NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.”

5. **Exhibit A, Exhibit A-1 and Exhibit A-2** are hereby deleted in their entirety and replaced with **Exhibit A-3 Scope of Work and Rates**, attached and incorporated by reference herein. All references in the original Agreement to **Exhibit A, Exhibit A-1 and Exhibit A-2** are changed to **Exhibit A-3**.

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

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

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Contract Control Number: ENVHL-202262121- 03/ENVHL-201948546-03
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-202262121- 03/ENVHL-201948546-03
Colorado Nonprofit Development Center

By:  _____
02DC8A63DA68439...

Name: Angela Schreffler
(please print)

Title: chief operating officer
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit A-3 Scope of Work and Rates

Colorado Non-profit Development /DBA Harm Reduction Action Center (HRAC)

I. Introduction

The City & County of Denver (City) enacted an ordinance in 1997, Article V of Chapter 24 of the Denver Revised Municipal Code Section 24-157, allowing for the establishment of Syringe Access Programs (SAPs), with oversight from the Denver Department of Public Health & Environment (DDPHE). This ordinance was amended in 2013.

SAPs are evidence-based and cost-effective programs which reduce the transmission of blood-born infectious diseases such as Human Immunodeficiency Virus (HIV) and Hepatitis C Virus (HCV), as well as meet people where they are in terms of their substance use and recovery goals. SAPs serve as non-stigmatizing venues for people who use drugs to discuss their substance use openly and honestly, and provide additional support services, including linkage to social services, testing, and treatment. This is accomplished through education, referral to services, and prevention services provided by registered SAPs.

II. Scope

Harm Reduction Action Center's SAP will operate according to the City's Rules and Regulations Governing Syringe Access and Treatment Referral Programs (Rules & Regulations), updated February 7, 2019. **Harm Reduction Action Center** intends to serve **3,500** people who inject drugs (PWID) from January 1, 2022 through December 31, 2022. As a registered SAP receiving funds from the City, **Harm Reduction Action Center'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.

Additional services to be provided may include:

- Education regarding legal rights under CRS 25-1-520 and section 18-18- 428(1)(b) that encourages participants to always disclose their possession of hypodermic needles or syringes to peace officers, emergency medical technicians, or other first responders prior to a search;
- Provision of other harm reduction supplies; and
- Participation in syringe clean-up actions in and around the neighboring community

where the facility is located, including clean-up efforts in the City as a part of a larger city- wide effort.

Harm Reduction Action Center will:

- Participate in semi-annual meetings with the contract monitor, and semi-annual meetings with the contract monitor and other City-funded SAPs in Denver;
- Participate in regular (monthly) communication initiated by the contract monitor via email;
- Submit complete quarterly reports to the contract monitor within 30 days of the end of the quarter; and
- Coordinate with the contract monitor to schedule annual site visits.

III. Reporting Requirements

Harm Reduction Action Center will provide quantitative and qualitative data quarterly as set forth in the Rules & Regulations to DDPHE within 30 days of the end of each quarter. The purpose of the reporting requirements is to ensure contractual compliance and fidelity to program design. DDPHE will review the reports within one week of the due date and will respond to **Harm Reduction Action Center** with any questions, comments, or follow up identified. **DDPHE** may request other data as needed to assess need for services, and evaluate program performance. If DDPHE requests additional data, DDPHE will provide **Harm Reduction Action Center** with five days' notice of the request and **Harm Reduction Action Center** will provide the requested data within 30 calendar days of receiving notice. **Harm Reduction Action Center** will submit annual key performance indicator (KPI) goals to DDPHE by 1/31/22, or within one month of contract execution, whichever is later. These KPIs will be incorporated into quarterly reports to show progress toward goals.

DDPHE will provide:

- data shells and report template for submission;
- data definitions;
- support/technical assistance to improve data collection;
- meeting scheduling; and
- monthly communication to SAPs.

Data shells will be provided at the beginning of the year with data definitions and may be revised as needed.

The table below indicates the due dates for progress reports and KPI development.

Reporting Requirement	Due Date
Annual KPI Goals	1/31 of new contract year, or one month after contract execution

Quarter 1 Progress Report	April 30 th
Quarter 2 Progress Report	July 30 st
Quarter 3 Progress Report	October 30 st
Quarter 4 Progress Report	January 30 st of following year
Other DDPHE data requests	Within 30 days of request

IV. Monitoring Activities & Site Inspections

a. DDPHE Site Visits:

Policy: DDPHE will conduct annual site visits of City-funded SAPs. Two site visits will occur, the first will be at the beginning of a new contract period to review contract term, goals, expectations, reporting requirements, and other program documents. The second site visit will occur later in the year at a mutually agreeable time to observe SAP practices.

Purpose: The purpose of conducting a site visit is to ensure that contractors are aware of all contractual requirements and expectations, and to evaluate progress toward contract goals and compliance with contract terms, as well as identify additional needs for technical assistance or other support.

Noncompliance: If DDPHE identifies any compliance concerns, DDPHE will communicate directly with **Harm Reduction Action Center** to remedy the issue.

b. Evaluation:

SAPs receiving funding from the City will work with DDPHE to determine key performance indicators to be used by all funded SAPs. Individual SAPs may add agency-specific KPIs as outlined in their SAP evaluation plan.

c. Denver-wide Evaluation Plan:

DDPHE may ask SAPs to provide input to DDPHE on an evaluation plan to assess need for substance use prevention, harm reduction, treatment, and recovery services in Denver and evaluate syringe services programming.

V. Public & Participant Complaints

a. Community & Behavioral Health

If DDPHE receives a complaint, DDPHE will work collaboratively with the SAP to find a resolution to the complaint. All steps taken shall be documented and maintained on file.

VI. Relocation of Contractor Premises

DDPHE will require **Harm Reduction Action Center** to notify the registered neighborhood

organizations within the boundaries of its intended new location to make them aware of the services provided, including documentation of the meeting, such as decisions made and attendees, as available. **Harm Reduction Action Center** will notify DDPHE two months prior to the move and include DDPHE in conversations as needed.

VII. Contract Terms & Budget

CY 2019 – \$239,412

CY 2020 – \$239,411

CY 2021 – \$239,376

CY 2022 - \$239,376

Total Contract term 4/1/2019-12/31/2022 - \$957,575

The City shall reimburse **Harm Reduction Action Center** for the following expenses directly related to carrying out the SAP:

- Salaries and fringe benefits;
- Supplies and operating expenses such as: utilities, emergency maintenance of building or site, rent/lease, printing and copying, supplies (can include items such as vein care, safer injection supplies and other harm reduction supplies, educational materials for overdose prevention, safer sex materials);
- Travel, conferences, parking;
- Naloxone;
- Equipment such as computers, other electronics, and software;
- Data tracking and reporting;
- Disposal services and supplies; and
- Indirect costs—financial management, human services, administrative oversight, etc.
- The total contract fiscal term shall be billed in monthly installments from January 1, 2022 through December 31, 2022.

Personnel	\$20,355
Supplies & Operating	\$197,260
Travel	\$0
Contractual	\$0
Equipment	\$0
Direct Total	\$217,615
Indirect Total	\$21,761
Grand Total	\$239,376

Contractors must submit detailed invoices using templates provided by DDPHE with supporting documentation (such as receipts and invoices for all reimbursed expenses, organization approved timesheets, etc.) within 30 calendar days of the end of the month. Payments will be provided on a net 30 basis.

Invoices should be sent electronically to: HIVInvoiceIntake@denvergov.org