

FIFTH AMENDATORY AGREEMENT

This **FIFTH 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 12, 2023, an Amendatory Agreement dated September 23, 2023, a Second Amendatory Agreement dated March 15, 2024, a Third Amendatory Agreement dated January 31, 2025, and Fourth Amendatory Agreement dated June 4, 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**, in conformance with the performance standards set by the Executive Director.

B. The Parties wish to amend the Agreement to increase the maximum contract amount, update the scope of work exhibit, update the budget exhibit, update the federal provisions exhibit, and update the Exhibit List.

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

1. 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) The Maximum Contract Amount to be paid by the City to the Contractor shall in no event exceed the sum of **ONE MILLION TWO HUNDRED THIRTY-THREE THOUSAND FOUR HUNDRED FOUR DOLLARS AND NO CENTS (\$1,233,404.00)** (the “Maximum Contract Amount”), unless this Agreement is modified to increase said amount by a duly authorized and written amendment to this Agreement executed by the Parties in the same manner as this Agreement. The Maximum Contract Amount stated herein is not intended, and shall not be construed, as a promise or guarantee to the Contractor that the City will issue a Notice to Proceed or an amended Notice to Proceed with amounts totaling or

approximating the Maximum Contract Amount will be issued to the Contractor. Issued Notices to Proceed and amended Notices to Proceed shall not, individually or cumulatively, authorize the performance of Work for which the amounts exceed the Maximum Contract Amount. It shall be the responsibility of the Contractor to verify that the total phased amounts do not exceed the Maximum Contract Amount of this Agreement.”

2. **Exhibit A, Exhibit A-1, Exhibit A-2, Exhibit A-3 and Exhibit A-4** are hereby deleted in their entirety and replaced with **Exhibit A-5, Scope of Work**, attached and incorporated by reference herein. All references in the original Agreement to **Exhibit A, Exhibit A-1, Exhibit A-2, Exhibit A-3 and Exhibit A-4** are changed to **Exhibit A-5**.

3. **Exhibit B, Exhibit B-1, Exhibit B-2, Exhibit B-3 and Exhibit B-4** are hereby deleted in their entirety and replaced with **Exhibit B-5, Budget**, attached and incorporated by reference herein. All references in the original Agreement to **Exhibit B, Exhibit B-1, Exhibit B-2, Exhibit B-3 and Exhibit B-4** are changed to **Exhibit B-5**.

4. **Exhibit G and Exhibit G-1, Federal Provisions** is hereby deleted in its entirety and replaced with **Exhibit G-2, Federal Provisions**, attached and incorporated by reference herein. All references in the original Agreement to **Exhibit G and Exhibit G-1** are changed to **Exhibit G-2**.

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

6. This Fifth 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.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

[SIGNATURE PAGES FOLLOW.]

Contract Control Number: ENVHL-202581703-05/202368215-05
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: ENVHL-202581703- 05/202368215-05
Contractor Name: 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)



EXHIBIT A-5 SCOPE OF WORK

I. Purpose of Agreement

The purpose of this contract is to establish an agreement and Scope of Services between the Denver Department of Public Health & Environment (DDPHE), Denver HIV Resources (DHR) and **Vivent Health, Inc.**

Vivent Health, Inc. has been awarded the following amounts in Ryan White Part A funds:

- Maximum of **\$393,243.00** in Fiscal Year (FY) 2025 (March 1, 2025 – February 28, 2026).

Note: Total Contract Value, \$1,233,404.00, 03/01/2023 – 02/28/2026.

- Year 1 (03/01/2023-02/29/2024), Amount: \$425,898.00
- Year 2 (03/01/2024-02/28/2025), Amount: \$414,263.00
- Year 3 (03/01/2025-02/28/2026), Amount: \$393,243.00

II. Services and Conditions

A. The Denver Ryan White Part A HIV AIDS Program Service Standards are the minimum requirements that subrecipients are expected to meet when providing HIV care and support services funded by the Denver Ryan White HIV/AIDS Part A grant. All subrecipients **must** follow the Universal Standards in the Service Standards. Subrecipients are also responsible for meeting the standards outlined for each service category for which they receive funding. DHR evaluates program adherence to Service Standards during site visits. Subrecipients may exceed the requirements of the Service Standards, though this is not required and will not be evaluated during site visits. It is important that subrecipients are familiar with the Service Standards that apply to them. Denver HIV Resources Planning Council (DHRPC) initiatives and DHR programmatic updates may result in adjustments to the Service Standards during the Fiscal Year. DHR will inform subrecipients when changes are implemented and will provide subrecipients with an updated version of the Service Standards.

The Service Standards were provided previously and will be updated each fiscal year on an as-needed basis with each fiscal year's updated version as the Service Standards to be followed. The updated version of the Service Standards will be provided by DDPHE and shall be effective immediately without requiring an amendment to the Agreement.

B. Vivent Health, Inc. is to provide the following services to individuals living with HIV/AIDS in the Denver Transitional Grant Area (TGA),



EXHIBIT A-5 SCOPE OF WORK

which includes and is limited to, Adams, Arapahoe, Broomfield, Denver, Douglas, and Jefferson counties, in accordance with the Service Standards for the following service categories:

Budget Category				
<i>Service Category</i>	<i>Personnel (Salaries and Fringe)</i>	<i>Operating and Other Direct Expenses</i>	<i>Indirect Cost</i>	<i>Total Cost</i>
CMC-A	\$277,732.73	\$0.00	\$27,773.27	\$305,506.00
CMC-M	\$0.00	\$0.00	\$0.00	\$0.00
EIS-A	\$14,683.64	\$0.00	\$1,468.36	\$16,152.00
EIS-M	\$0.00	\$0.00	\$0.00	\$0.00
EFA	\$0.00	\$0.00	\$0.00	\$0.00
FBM	\$6,167.27	\$0.00	\$616.73	\$6,784.00
HS	\$0.00	\$0.00	\$0.00	\$0.00
MHS-A	\$19,827.27	\$0.00	\$1,982.73	\$21,810.00
MHS-M	\$0.00	\$0.00	\$0.00	\$0.00
MTS	\$0.00	\$10,847.27	\$1,084.73	\$11,932.00
OAH	\$12,028.18	\$0.00	\$1,202.82	\$13,231.00
OHC	\$16,207.27	\$0.00	\$1,620.73	\$17,828.00
OHF	\$0.00	\$0.00	\$0.00	\$0.00
OPS	\$0.00	\$0.00	\$0.00	\$0.00
PSS-A	\$0.00	\$0.00	\$0.00	\$0.00
PSS-M	\$0.00	\$0.00	\$0.00	\$0.00
SU-A	\$0.00	\$0.00	\$0.00	\$0.00
SU-M	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$346,646.36	\$10,847.27	\$35,749.37	\$393,243.00

* Reimbursement of all amounts is contingent upon the City's receipt of the funds from the federal sponsor, HRSA.

III. Process and Outcome Measures

Vivent Health, Inc. will provide:

SERVICE CATEGORY	UNDUPLICATED CLIENTS	SERVICE UNITS DELIVERED
Case Management Continuum	412	3,100
Early Intervention Services	12	19
Food Bank and Home-Delivered Meals	51	103
Mental Health Services	23	250



EXHIBIT A-5 SCOPE OF WORK

Medical Transportation Services	58	884
Outpatient/Ambulatory Health Services	41	73
Oral Health Care	64	110

IV. Case Management Continuum (CMC) Requirements

- A.** Contractors will be required to follow the CMC Service Standards (provided previously).
- B.** Contractors who are funded for CMC services will also help clients apply for Emergency Financial Assistance, Housing Assistance, Oral Health Fund, and Legal Assistance Fund to clients.
- C.** Contractors who are funded for CMC services will offer all four tiers of the Case Management Continuum (Medical Case Management, Non-Medical Case Management, Care Navigation, and Referral Services)
- D.** Contractors funded for CMC services will be required to report the number of clients served in each tier of service, as well as the number of service units. Reporting acuity of clients served will also be required. Contractors will include acuity in their monthly data collection.
- E.** Contractors will be required to participate in all trainings related to the Case Management Continuum.
- F.** Contractors' staff who are supervisors, managers, and organizational leaders are required to participate in supervisor/leadership trainings provided by DHR.

V. Invoices and Schedule of Payments for Services

- A.** Within 45 days of when the contract is executed, invoices for all service months completed before the execution date are due. Subsequent invoices will be due on the 15th of the second month after the end of the billing period (e.g. September invoice due by November 15th, December invoice due by February 15th, etc.). The final invoice must be submitted by April 15th, 2026.
 - Invoice totals will be based on Phase I: FY2025 Initial Authorized Amount listed above and in Exhibit B-5 Budget, until formal Notice to Proceed is received from DDPHE that states that Phase II: FY2025 Amounts can be invoiced.
- B.** Three or more occurrences of a late invoice shall be considered a contract compliance issue.
- C.** The Contractor is required to submit a complete invoice package monthly using required DDPHE HIV Resources invoice forms. Updated invoice forms are provided upon contract execution. A complete invoice package will include the following: a complete



EXHIBIT A-5

SCOPE OF WORK

invoice template, backup documentation including receipts, payroll printouts, and any supporting documentation needed for all expenses listed on the invoice.

- D.** Complete invoice packages are due to DDPHE HIV Resources at HIVInvoiceIntake@denvergov.org. Invoice requests for reimbursement of costs should be submitted on a regular and timely basis in accordance with policies established in the Subrecipient Financial Administration document (previously provided).
- E.** The Contractor will complete a 30-day Contingency Plan which will detail a strategy to manage the Ryan White Part A program in the event that there are gaps in funding or if funding is discontinued.
 - 30-day Contingency Plan due within 5 days of contract execution.

VI. Disallowances and Review of Reports

The City and County of Denver may review the budget, management, financial and audit reports, and any other materials or information the City and County of Denver may consider appropriate to assess whether any expenditures by the Contractor are disallowed by the City and County of Denver. The Subrecipient Financial Administration document (previously provided) describes expenditures that will be disallowed by The City and County of Denver. The City and County of Denver may disallow reimbursement for services or expenditures that were not provided or approved in accordance with the terms of this Agreement. The Contractor shall not unreasonably refuse to provide expenditure information related to this Agreement that the City and County of Denver may reasonably require.

These disallowances will be deducted from any payments due the Contractor, or if disallowed after contract termination, the Contractor shall remit the disallowed reimbursement to the City and County of Denver according to a schedule to be determined by the City and County of Denver at its sole discretion. Despite the City and County of Denver's approval of expenditures, if a review or an audit conducted by the City, State, or federal governments results in final disallowances of expenditures, the Contractor shall remit the amount of those disallowances to the City and County of Denver according to a schedule to be determined by the City and County of Denver at its sole discretion following written notice of disallowances to the Contractor. This Section survives termination or expiration of this Agreement.

VII. Administrative Cost Limit

The Contractor's total administrative costs cannot exceed **15%** of the maximum direct costs amount. Administrative costs are defined as the



EXHIBIT A-5

SCOPE OF WORK

costs incurred for usual and recognized overhead, including established indirect cost, management, and oversight of specific programs funded under this contract and other types of program support such as quality assurance, quality control, and related activities. Examples of administrative costs include:

- Salaries and related fringe benefits for accounting, secretarial, and management staff, including those individuals who produce, review, and sign monthly program and fiscal reports
- Consultants who perform administrative, non-service delivery functions
- General office supplies
- Travel costs for administrative and management staff
- General office printing and photocopying
- General liability insurance and
- Audit fees.

VIII. Budget

- A.** Contractor shall submit a complete budget package using required DDPHE HIV Resources budget forms. The budget for this agreement is attached as **Exhibit B-5**.

IX. Budget Modifications

- A.** Contractor may submit budget modifications to DDPHE for review and approval based on policies established in the Subrecipient Financial Administration that were provided previously and will be updated each fiscal year on an as-needed basis. Approval of such request is based on the discretion of the DDPHE Executive Director or his/her designee.

X. Performance Management and Reporting

A. Performance Management

Monitoring will be performed by the DDPHE HIV Resources staff. Contractor will be reviewed for:

1. **Program Monitoring*:** Review and analysis of current program information to determine the extent to which contractors are achieving established contractual goals.
2. **Fiscal Monitoring*:** Review financial systems and billings to ensure that contract funds are allocated and expended in accordance with the terms of the agreement.
3. **Program Income.** DDPHE requires subrecipients to be able to report, upon request, program income directly generated by a supported activity earned as a result of this grant. Program income



EXHIBIT A-5 SCOPE OF WORK

includes but is not limited to income from fees for services performed, e.g. direct payment or reimbursements received from Medicaid, Medicare, and third-party insurance. Program income does not include rebates, credits, discounts, and interest earned on any of these. Please use the Program Income Guidelines that were previously provided.

4. **Administrative Monitoring***: Monitoring to ensure that the requirements of the contract document, Federal, State and City and County regulations, and DDPHE policies are being met.

**DDPHE HIV Resources may provide regular performance monitoring and reporting. DDPHE HIV Resources and/or its designee, may manage any performance issues and may develop interventions that will resolve concerns.*

B. Reporting

The following reports shall be developed and delivered to DDPHE as stated in this section.

Report # and Name	Description	Due Date	Reports to be sent to:
1). CAREWare Reporting	Contractor is required to enter client-level data monthly into CAREWare for all funded services including: 1. All client-level information required by HRSA: https://targethiv.org/libraries/rsr-manual and/or requirements subject to change by HRSA 2. Contractor may enter client- level data into CAREWare using two different methodologies: Direct manual data entry via the CAREWare interface; or Provider Data Import (PDI).	Manual Data Entry Provider: 15 th of each month PDI: 25 th of each month	Into CAREWare system
2). Ryan White Part A Service Report (RSR)	Includes, but is not limited to: 1. Data input throughout the year 2. Review finalized CY2024 RSR report with DHR	1. Due each month 2. Due by March 20, 2025 3. Due by	Into CAREWare system for data entry Into HRSA Web Application for RSR final reporting



EXHIBIT A-5 SCOPE OF WORK

	3. Generate client-level XML (Extensible Markup Language) file for CY2024 and upload into the HRSA Web Application (per HRSA requirement) 4. Submit CY2024 RSR report into HRSA Web Application 5. Run Contractor RSR reports to clean existing data and/or input missing data with technical assistance from DHR	March 20, 2025 4. Due March 27, 2025 5. Due by February 28, 2026	
3). Other reports, data, or processes as requested by the City	To Be Determined (TBD)	TBD	TBD

XI. CAREWare System Use

- A.** Contractor shall have active user access and system utilization of CAREWare application by agency staff.
- B.** Contractor shall manually enter new client eligibility data into CAREWare at their soonest opportunity, but at least weekly, to reduce barriers to care for newly enrolled Ryan White Part A clients, including uploading any/all eligibility documentation for said clients.
- C.** Contractor shall utilize Shared Eligibility data and State Drug Assistance Program (SDAP) surrogate data eligibility whenever said data is available in CAREWare to reduce barriers to care for Ryan White Part A clients.

XII. Required Acknowledgement and Disclaimer Language

- A.** HRSA requires subrecipients to use the following acknowledgement and disclaimer on all products produced by HRSA grant funds:

"This [project/publication/program/website, etc.] [is/was] supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) as part of an award totaling \$XX with XX percentage financed with non-governmental sources. The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by HRSA, HHS, or the U.S. Government. For more



EXHIBIT A-5 SCOPE OF WORK

information, please visit HRSA.gov."

- B.** Subrecipients are required to use this language when issuing statements, press releases, requests for proposals, bid solicitations, and other HRSA supported publications and forums describing projects or programs funded in whole or in part with HRSA funding.
- Examples of HRSA supported publications include, but are not limited to, manuals, toolkits, resources guides, case studies, and issues briefs.

Exhibit B-5 Budget

Vivent Health, Inc.

Budget Category				
Service Category	Personnel (Salaries and Fringe)	Operating and Other Direct Expenses	Indirect Cost	Total Cost
CMC-A	\$277,732.73	\$0.00	\$27,773.27	\$305,506.00
CMC-M	\$0.00	\$0.00	\$0.00	\$0.00
EIS-A	\$14,683.64	\$0.00	\$1,468.36	\$16,152.00
EIS-M	\$0.00	\$0.00	\$0.00	\$0.00
EFA	\$0.00	\$0.00	\$0.00	\$0.00
FBM	\$6,167.27	\$0.00	\$616.73	\$6,784.00
HS	\$0.00	\$0.00	\$0.00	\$0.00
MHS-A	\$19,827.27	\$0.00	\$1,982.73	\$21,810.00
MHS-M	\$0.00	\$0.00	\$0.00	\$0.00
MTS	\$0.00	\$10,847.27	\$1,084.73	\$11,932.00
OAH	\$12,028.18	\$0.00	\$1,202.82	\$13,231.00
OHC	\$16,207.27	\$0.00	\$1,620.73	\$17,828.00
OHF	\$0.00	\$0.00	\$0.00	\$0.00
OPS	\$0.00	\$0.00	\$0.00	\$0.00
PSS-A	\$0.00	\$0.00	\$0.00	\$0.00
PSS-M	\$0.00	\$0.00	\$0.00	\$0.00
SU-A	\$0.00	\$0.00	\$0.00	\$0.00
SU-M	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$346,646.36	\$10,847.27	\$35,749.37	\$393,243.00

TOTAL CONTRACT PERIOD 03/01/2023 - 02/28/2026	Contract Amount	Total Maximum Amount with each Addition
Original Contract 03/01/2023 – 02/28/2024	\$69,026.00	\$69,026.00
Amendment 01 03/01/2023 – 02/29/2024	\$356,872.00	\$425,898.00
Amendment 02 03/01/2024 – 02/28/2025	\$251,747.00	\$677,645.00
Amendment 03 03/01/2024 – 02/28/2025	\$162,516.00	\$840,161.00
Amendment 04 03/01/2025 – 02/28/2026	\$245,685.00	\$1,085,846.00
Amendment 05 03/01/2025 – 02/28/2026	\$147,558.00	\$1,233,404.00



Exhibit G-2 Federal Provisions

Ryan White Part A Funds

Federal Award ID (FAIN) #: H8900027
Federal Award Date: 07/24/2025
Federal Awarding Agency:
Department of Health and Human Services
Health Resources and Services Administration

Pass-Through Entity:
City & County of Denver
Department of Public Health and Environment (DDPHE)
201 W. Colfax Ave., Floor 8, Denver, CO 80202

Contact Information forwarding official of the pass-through entity:
Robert George, Section Manager
Robert.George2@denvergov.org

Assistance Listing Number: 93.914
Federal Award Project Title: HIV Emergency Relief Project Grants

Total Federal funds obligated to subrecipient this fiscal year, FY2025:
\$393,243.00 – Ryan White Part A Funds

Total amount of Federal Award: \$7,389,196.00

Was SAM.gov verified and search documented: Yes