

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 corporation with an address of 648 N. Plankinton Avenue, Suite 200, Milwaukee, Wisconsin 53203 (the “Contractor”), jointly (“the Parties”).

RECITALS:

A. The Parties entered into an Agreement dated June 28, 2021, and an Amendatory Agreement dated June 8, 2022 (collectively, the “Agreement”) to perform the services set forth on Exhibit A, the Scope of Work, to the City’s satisfaction.

B. The Parties wish to amend the Agreement to increase the maximum contract amount, update paragraph 3. H. (2)-Reports/Close-Out Procedures/Correspondence, amend the scope of work and amend the budget.

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 “**COMPENSATION AND PAYMENT**” Subsection **A.** entitled “**Fees and Expenses:**” is hereby deleted in its entirety and replaced with:

“**A. Fees and Expenses:** The City shall pay and the Contractor shall accept as the sole compensation for services rendered and costs incurred under the Agreement an amount not to exceed **NINE HUNDRED FIFTY-SEVEN THOUSAND FIVE HUNDRED SIXTY-SEVEN DOLLARS AND 00/100 (\$957,567.00)** (the “**Maximum Contract Amount**”) to be used in accordance with the budget contained in **Exhibit B.** Amounts billed may not exceed the budget set forth in **Exhibit B.** The Contractor certifies the budget line items in **Exhibit B** contain reasonable allowable direct costs and allocable indirect costs in accordance with 2 C.F.R., Part 200, Subpart E.”

2. Section 3 of the Agreement entitled “**COMPENSATION AND PAYMENT:**”, Subsection **H.** entitled “**REPORTS/CLOSE-OUT PROCEDURES/CORRESPONDENCE:**” subparagraph **(2)** is hereby deleted in its entirety and replaced with:

“**(2) Submission of Correspondence and Invoices:** All written correspondence concerning procedural or administrative contract matters (other than notices required to be

provided to the Executive Director and others as described in paragraph 19 (**NOTICES**) shall be delivered to Robert2.George@denvergov.org, or by U.S. mail to:

Attn: Robert George, Program Manager
Department of Public Health and Environment
101 Colfax Avenue, Suite 800, Denver, Colorado 80202.

Invoices shall be delivered to HIVinvoiceintake@denvergov.org, or by US Mail to:

Attn: Financial Services
Department of Public Health and Environment
101 Colfax Avenue, Suite 800
Denver, Colorado 80202.”

3. **Exhibit A** and **Exhibit A-1** are hereby deleted in their entirety and replaced with **Exhibit A-2, 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 A-2**.

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

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.

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

Contract Control Number: ENVHL-202264496-02 [202158723-02]
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

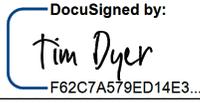
By:

By:

By:

Contract Control Number:
Contractor Name:

ENVHL-202264496-02 [202158723-02]
Vivent Health, Inc.

By:  F62C7A579ED14E3...

Name: Tim Dyer
(please print)

Title: Executive Vice President & CFO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



EXHIBIT A-2 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 **\$470,962.00** in Fiscal Year (FY) 2022 (March 1, 2022 – February 28, 2023)

Note: Total Contract Value, \$957,567.00, 03/01/2021 – 02/28/2023.

- Year 1 (03/01/2021-02/28/2022), Amount: \$486,605.00
- Year 2 (03/01/2022-02/28/2023), Amount: \$470,962.00

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 for fiscal year 2022 is attached as **Exhibit F**

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



EXHIBIT A-2 SCOPE OF WORK

SERVICE CATEGORY	FUNDING SOURCE	FY2022 1 ST AWARD AMOUNT	FY2022 2 ND AWARD AMOUNT	FY2022 TOTAL AWARD AMOUNT
Case Management Continuum	Ryan White Part A	\$123,338.00	\$265,080.00	\$388,418.00
Early Intervention Services	Ryan White Part A	\$12,045.00	\$0.00	\$12,045.00
Food Bank/Home Delivered Meals	Ryan White Part A	\$2,962.00	\$6,752.00	\$9,714.00
Mental Health Services	Ryan White Part A	\$3,453.00	\$7,002.00	\$10,455.00
Medical Transportation Services	Ryan White Part A	\$2,881.00	\$11,194.00	\$14,075.00
Outpatient/Ambulatory Health Services	Ryan White Part A	\$5,955.00	\$12,800.00	\$18,755.00
Oral Health Care	Ryan White Part A	\$3,881.00	\$13,619.00	\$17,500.00
Total Award Amounts		\$154,515.00	\$316,447.00	\$470,962.00

III. Process and Outcome Measures

Vivent Health, Inc. will provide:

SERVICE CATEGORY	UNDUPLICATED CLIENTS	SERVICE UNITS DELIVERED
Case Management Continuum	133	1,501
Early Intervention Services	17	143
Food Bank/Home Delivered Meals	100	264
Mental Health Services	12	97
Medical Transportation Services	35	798
Outpatient/Ambulatory Health Services	41	139
Oral Health Care	48	384

IV. Clinical Quality Management Program



EXHIBIT A-2 SCOPE OF WORK

A. Clinical Quality Management Plan

1. Contractor will be required to submit an updated Clinical Quality Management Plan that is built on your FY 2021 plan. **Clinical Quality Management Plans will be due on May 27, 2022.** Quality Management Plans must follow the *Clinical Quality Management Plan Template* attached as **Exhibit G.**
2. Contractor will be required to submit two Clinical Quality Management Plan summaries for check-in. **The first summary is due on September 30, 2022 and the second summary is due on February 24, 2023.** The Clinical Quality Management Plan summaries must follow the *Clinical Quality Management Plan Summary Template* attached as **Exhibit H.**

B. Clinical Quality Management Activities

1. Contractor will be required to document at least one quality improvement activity in the Fiscal Year
2. Quality Improvement activities should be related to the Clinical Quality Management Plan and impact the sub-recipients identified annual quality goals
3. Contractor will hold Clinical Quality Improvement focused meetings quarterly at a minimum.

V. Clinical Quality Management Infrastructure and Capacity Building

Contractor will be required to identify one contact person for all Quality Management related deliverables.

Contractor will be required to participate in two DHR hosted, Clinical Quality Management Trainings **dates TBD.**

VI. Case Management Continuum (CMC) Requirements

1. Contractors will be required to follow the CMC Service Standards (**Exhibit F**)
2. Contractors who are funded for case management services will also help clients apply for Emergency Financial Assistance, Housing Assistance, Oral Health Fund, and Legal Assistance Fund to clients.
3. Contractors who are funded for case management services will offer all four tiers of the Case Management Continuum (Medical Case



EXHIBIT A-2

SCOPE OF WORK

Management, Non-Medical Case Management, Care Navigation, and Referral Services)

4. 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 should begin taking steps to include acuity in their monthly data collection, however, the expectation is that this will not be fully implemented until September 30, 2022.
5. Any staff providing CMC services is required to complete the DHR provided, online, Case Management Certificate Program.
6. Contractors will be required to participate in all trainings related to the Case Management Continuum.
7. Contractors will be required to participate in the Trauma Informed Care trainings for Supervisors (3 part webinar series) and Trauma Informed Care for Leaders (3 part webinar series).

VII. 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 shall follow the Contractor invoicing schedule outlined below:
- 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. A complete invoice package will include the following: a complete monthly invoice package for the service month and supporting documentation for all expenses.

VIII. 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. **Exhibit E** attached as the Subrecipient Financial Administration 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.



EXHIBIT A-2

SCOPE OF WORK

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.

IX. Administrative Cost Limit

The Contractor's total administrative costs cannot exceed **10%** of the maximum reimbursable amount. Administrative costs are defined as the 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.

X. Invoices

Complete invoice packages are due to DDPHE HIV Resources at HIVInvoiceIntake@denvergov.org by the 15th calendar day of the second month following the month of service provision. 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 attached as **Exhibit E**.

XI. Budget

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

XII. Budget Modifications

Contractor may submit budget modifications for review and approval based



EXHIBIT A-2 SCOPE OF WORK

on policies established in the Subrecipient Financial Administration attached as **Exhibit E**. Approval of such request is based on the discretion of the Executive Director or his/her designee.

XIII. Performance Management and Reporting

A. Performance Management

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

1. **Clinical Quality Management Monitoring:** Review contractor Clinical Quality Management program inclusive of performance measures data, health outcomes, and satisfaction surveys.
2. **Program Monitoring*:** Review and analysis of current program information to determine the extent to which contractors are achieving established contractual goals.
3. **Fiscal Monitoring*:** Review financial systems and billings to ensure that contract funds are allocated and expended in accordance with the terms of the agreement.
4. **Program Income.** DDPHE may require subrecipients to report program income directly generated by a supported activity earned as a result of this grant. Program income 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.
5. **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 the City as stated in this section.



EXHIBIT A-2 SCOPE OF WORK

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: <ol style="list-style-type: none"> 1. All client-level information required by HRSA: https://targethiv.org/site/default/files/media/documents/2020-12/2020_RSR_Manual_Final_12_04_2020_508.pdf 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: <ul style="list-style-type: none"> • Data input throughout the calendar year • Run provider RSR reports to clean existing data and/or input missing data with technical assistance from DHR • Review finalized RSR report with DHR • Generate client-level XML file and upload into the HRSA Web Application (per HRSA requirement) Submit RSR report into HRSA Web Application	TBD by HRSA, March 2023	Into CAREWare system for data entry Into HRSA Web Application for RSR final reporting
3).1 st Quarter report	Report shall: <ul style="list-style-type: none"> • Review and verify the # of clients served, the number of service units, the amount of funding expended • Provide an update on changes to staff including vacancies and new staff 	July 15, 2022	



EXHIBIT A-2 SCOPE OF WORK

4). 3 rd Quarter Report	Report shall: <ul style="list-style-type: none"> • Review and verify the # of clients served, the number of service units, the amount of funding expended • Provide an update on changes to staff including vacancies and new staff 	January 16, 2023	
6). Other reports, data or processes as reasonably requested by the City	To be determined (TBD)	TBD	TBD

XIV. 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.
- D.** Contractor shall utilize client referral features in CAREWare when said feature is implemented in CAREWare to reduce barriers to care for Ryan White Part A clients.

XV. 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-



EXHIBIT A-2 SCOPE OF WORK

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 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.

XVI. Other

Contractor shall submit updated documents which are directly related to the delivery of services.

Exhibit B-2 Budget

SUBRECIPIENT:

Vivent Health

BUDGET CATEGORY	CMC-A	CMC-M	EIS-A	EIS-M	EFA	FBM	HS	LS	MHS-A	MHS-M
PERSONNEL + FRINGE	\$ 349,107.00	\$ -	\$ 10,950.00	\$ -	\$ -	\$ 8,831.00	\$ -	\$ -	\$ 9,504.00	\$ -
OPERATING COST	\$ 4,000.00	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
OTHER		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL DIRECT COST	\$ 353,107.00	\$ -	\$ 10,950.00	\$ -	\$ -	\$ 8,831.00	\$ -	\$ -	\$ 9,504.00	\$ -
INDIRECT COST	\$ 35,311.00	\$ -	\$ 1,095.00	\$ -	\$ -	\$ 883.00	\$ -	\$ -	\$ 951.00	\$ -
TOTAL BUDGETED COST	\$ 388,418.00	\$ -	\$ 12,045.00	\$ -	\$ -	\$ 9,714.00	\$ -	\$ -	\$ 10,455.00	\$ -

BUDGET CATEGORY	MTS	OAH	OHC	OHF	OPS	PSS-A	PSS-M	SAO-A	SAO-M	TOTAL
PERSONNEL + FRINGE	\$ 12,295.00	\$ 17,050.00	\$ 15,909.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 423,646.00
OPERATING COST	\$ 500.00	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,500.00
OTHER		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL DIRECT COST	\$ 12,795.00	\$ 17,050.00	\$ 15,909.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 428,146.00
INDIRECT COST	\$ 1,280.00	\$ 1,705.00	\$ 1,591.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 42,816.00
TOTAL BUDGETED COST	\$ 14,075.00	\$ 18,755.00	\$ 17,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 470,962.00

TOTAL CONTRACT PERIOD 03/01/2021 - 02/28/2023	Contract Amount	Total Maximum Amount with each Addition	TOTAL MAXIMUM AMOUNT
Original Contract 03/01/2021 – 02/28/2022	\$486,605.00	\$486,605.00	
Amendment 01 03/01/2022 – 02/28/2023	\$154,515.00	\$641,120.00	
Amendment 02 03/01/2022 – 02/28/2023	\$316,447.00	\$957,567.00	\$957,567.00