

AMENDATORY AGREEMENT

This **AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a home rule and municipal corporation of the State of Colorado (the “City”) and **COLORADO HEALTH NETWORK, INC.**, a Colorado nonprofit corporation, whose address is 6260 East Colfax Avenue, Denver, Colorado 80220 (the “Contractor”), jointly (“the Parties”).

RECITALS:

A. The Parties entered into an Agreement dated May 19, 2023, (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 amend the Scope of work, Budget, extend the Term, and increase the Maximum Contract Amount.

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 March 1, 2023, and will expire on February 29, 2024 (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**” Sub-section d entitled “**Maximum Contract Amount**” paragraph (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 **TWO MILLION FOUR HUNDRED EIGHTY-THREE THOUSAND NINE HUNDRED TWENTY DOLLARS AND NO CENTS (\$2,483,920.00)** (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 and A-1. Any services performed beyond those in Exhibit A and A-1 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** and **Exhibit A-1**. **Exhibit A-1** is attached and incorporated by reference herein.

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

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

6. This 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-202369974-01 [202368045-01]
Contractor Name: COLORADO HEALTH NETWORK, 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-202369974-01 [202368045-01]
COLORADO HEALTH NETWORK, INC.

By:  _____
F026B8BCAFB94E3...

Name: darrell vigil
(please print)

Title: Chief Executive Officer
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



EXHIBIT A-1 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 **Colorado Health Network, Inc.**

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

- Maximum of **\$2,483,920.00** in Fiscal Year (FY) 2023 (March 1, 2023 – February 29, 2024)

Note: Total Contract Value, \$2,483,920.00, 03/01/2023 – 02/29/2024.

- Year 1 (03/01/2023-02/29/2024), Amount: \$2,483,920.00

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 2023 is attached as **Exhibit E.**

B. Colorado Health Network, 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-1 SCOPE OF WORK

SERVICE CATEGORY	FUNDING SOURCE	FY2023 1 ST AWARD AMOUNT	FY2023 2 ND AWARD AMOUNT	FY2023 TOTAL AWARD AMOUNT
Case Management Continuum	RW Part A	\$98,453.00	\$443,547.00	\$542,000.00
Childcare Services	RW Part A	\$0.00	\$20,139.00	\$20,139.00
Emergency Financial Assistance	RW Part A	\$64,128.00	\$304,669.00	\$368,797.00
Food Bank/Home Delivered Meals	RW Part A	\$22,521.00	\$112,218.00	\$134,739.00
Housing Services	RW Part A	\$64,128.00	\$304,669.00	\$368,797.00
Linguistic Services	RW Part A	\$3,064.00	\$14,558.00	\$17,622.00
Mental Health Services	RW Part A	\$6,166.00	\$29,334.00	\$35,500.00
Medical Transportation Services	RW Part A	\$16,656.00	\$75,048.00	\$91,704.00
Outpatient / Ambulatory Health Services	RW Part A	\$22,706.00	\$104,682.00	\$127,388.00
Oral Health Care	RW Part A	\$103,692.00	\$463,530.00	\$567,222.00
Oral Health Fund	RW Part A	\$10,177.00	\$79,823.00	\$90,000.00
Other Professional Services	RW Part A	\$4,925.00	\$23,396.00	\$28,321.00
Psychosocial Support Services	RW Part A	\$7,720.00	\$48,230.00	\$55,950.00
Substance Abuse Outpatient Care	RW Part A	\$5,584.00	\$30,157.00	\$35,741.00
Total Award Amounts		\$429,920.00	\$2,054,000.00	\$2,483,920.00

III. Process and Outcome Measures

Colorado Health Network, Inc. will provide:

**Ryan White Part A HIV/AIDS Program
Colorado Health Network, Inc.**



EXHIBIT A-1 SCOPE OF WORK

SERVICE CATEGORY	UNDUPLICATED CLIENTS	SERVICE UNITS DELIVERED
Case Management Continuum	1300	15000
Childcare Services	35	45
Emergency Financial Assistance	301	301
Food Bank/Home Delivered Meals	780	45240
Housing Services	278	278
Linguistic Services	44	44
Mental Health Services	49	1372
Medical Transportation Services	350	61950
Outpatient/Ambulatory Health Services	90	450
Oral Health Care	515	1545
Oral Health Fund	45	45
Other Professional Services	21	21
Psychosocial Support Services	29	101
Substance Abuse Outpatient Care	32	352

IV. Clinical Quality Management Program

A. Clinical Quality Management Plan

- Contractor will be required to submit their Quality Management Plan to DHR using the template provided by DHR within 30 days of execution of the contract or June 30, 2023, whichever is later.

B. Clinical Quality Management Infrastructure

- Contractor will be required to identify one contact person for all Quality Management related deliverables and are responsible for informing DHR Quality staff if this changes.

V. Case Management Continuum (CMC) Requirements

- Contractors will be required to follow the CMC Service Standards (**Exhibit E**)
- 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.
- 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)



EXHIBIT A-1 SCOPE OF WORK

- 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.** Any staff providing CMC services is required to complete the DHR provided, online, Case Management Certificate Program. Case Management staff who have demonstrated practical experience with the training content may be exempt from taking this training. Contact DHR for additional information regarding the exemption process.
- F.** Contractors will be required to participate in all trainings related to the Case Management Continuum.
- G.** Contractors' staff who are supervisors, managers, and organizational leaders are required to participate in the Trauma Informed Care trainings for Supervisors and Trauma Informed Care for Leaders as provided by DHR.

VI. 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, 2024.
- 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 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 attached as **Exhibit D**.

VII. 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 D** attached as the Subrecipient Financial



EXHIBIT A-1 SCOPE OF WORK

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.

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.

VIII. Administrative Cost Limit

The Contractor's total administrative costs cannot exceed **10%** of the maximum direct costs 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.

IX. 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-1**.



EXHIBIT A-1 SCOPE OF WORK

X. Budget Modifications

- A.** Contractor may submit budget modifications to DDPHE for review and approval based on policies established in the Subrecipient Financial Administration attached as **Exhibit D**. Approval of such request is based on the discretion of the DDPHE Executive Director or his/her designee.

XI. Performance Management and Reporting

A. Performance Management

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

1. **Clinical Quality Management Plan Monitoring:** Review contractor operation of their Clinical Quality Management program, plan, and activities as documented in the plan, including performance measures data, health outcomes, and client input/feedback.
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 will 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. The Program Income Guidelines for fiscal year 2023 is attached as **Exhibit F**.
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



EXHIBIT A-1 SCOPE OF WORK

The following reports shall be developed and delivered to the City 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: <ol style="list-style-type: none"> 1. All client-level information required by HRSA: https://targethiv.org/library/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: <ol style="list-style-type: none"> 1. Data input throughout the year 2. Review finalized CY2022 RSR report with DHR 3. Generate client-level XML (Extensible Markup Language) file for CY2022 and upload into the HRSA Web Application (per HRSA requirement) 4. Submit CY2022 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 	<ol style="list-style-type: none"> 1. Due each month 2. Due by March 20, 2023 3. Due by March 20, 2023 4. Due March 27, 2023 5. Due by February 28, 2024 	Into CAREWare system for data entry Into HRSA Web Application for RSR final reporting
3). Other reports, data, or processes as requested by the City	To Be Determined (TBD)	TBD	TBD



EXHIBIT A-1 SCOPE OF WORK

XII. 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.

XIII. 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 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-1

SUBRECIPIENT:

Colorado Health Network, Inc.

BUDGET CATEGORY	CMC-A	CCS-A	EIS-A	EIS-M	EFA	FBM	HS	LS	MHS-A	MHS-M
PERSONNEL + FRINGE	\$ 486,677.27	\$ -	\$ -	\$ -	\$ 34,104.00	\$ 99,940.00	\$ 34,104.00	\$ -	\$ 32,022.73	\$ -
OPERATING COST	\$ 2,800.00	\$ 18,308.18	\$ -	\$ -	\$ -	\$ 22,550.00	\$ -	\$ 17,622.00	\$ 250.00	\$ -
TOTAL OTHER DIRECT EXPENSE	\$ 3,250.00	\$ -	\$ -	\$ -	\$ 301,166.00	\$ -	\$ 301,166.00	\$ -	\$ -	\$ -
INDIRECT COST	\$ 49,272.73	\$ 1,830.82	\$ -	\$ -	\$ 33,527.00	\$ 12,249.00	\$ 33,527.00	\$ -	\$ 3,227.27	\$ -
TOTAL BUDGETED COST	\$ 542,000.00	\$ 20,139.00	\$ -	\$ -	\$ 368,797.00	\$ 134,739.00	\$ 368,797.00	\$ 17,622.00	\$ 35,500.00	\$ -

BUDGET CATEGORY	MTS	OAH	OHC	OHF	OPS	PSS-A	PSS-M	SAO-A	SAO-M	<u>TOTAL</u>
PERSONNEL + FRINGE	\$ 18,113.64	\$ 108,289.31	\$ 507,422.21	\$ -	\$ -	\$ 49,813.64	\$ -	\$ 32,191.82	\$ -	\$ 1,402,678.62
OPERATING COST	\$ -	\$ 7,017.96	\$ 8,234.15	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 250.00	\$ -	\$ 78,032.29
TOTAL OTHER DIRECT EXPENSE	\$ 65,253.63	\$ 500.00	\$ -	\$ 81,818.18	\$ 25,746.36	\$ 50.00	\$ -	\$ 50.00	\$ -	\$ 779,000.17
INDIRECT COST	\$ 8,336.73	\$ 11,580.73	\$ 51,565.64	\$ 8,181.82	\$ 2,574.64	\$ 5,086.36	\$ -	\$ 3,249.18	\$ -	\$ 224,208.92
TOTAL BUDGETED COST	\$ 91,704.00	\$ 127,388.00	\$ 567,222.00	\$ 90,000.00	\$ 28,321.00	\$ 55,950.00	\$ -	\$ 35,741.00	\$ -	\$ 2,483,920.00

TOTAL CONTRACT PERIOD 03/01/2023 - 02/29/2024	Contract Amount	Total Maximum Amount with each Addition	<u>TOTAL MAXIMUM AMOUNT</u>
Original Contract 03/01/2023 – 02/28/2024	\$429,920.00	\$429,920.00	
Amendment 01 03/01/2023 – 02/29/2024	\$2,054,000.00	\$2,483,920.00	\$2,483,920.00