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") **COLORADO HEALTH NETWORK, INC.**, a Colorado nonprofit corporation, whose address is 6260 East Colfax Avenue, Denver, Colorado 80220 (the "Contractor" or "Provider"), jointly ("the Parties").

RECITALS:

A. The Parties entered into an Agreement dated April 3, 2024, an Amendatory Agreement dated October 17, 2024, and a Second Amendatory Agreement dated April 16, 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, to the City's satisfaction.

B. The Parties wish to amend the Agreement to extend the term, increase the maximum amount, update paragraph 6-Termination/Notice to Stop, update paragraph 18-Notices, update paragraph 22-Compliance With All Laws, add paragraph 35-Federal Requirements, update the 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 4 of the Agreement entitled "**COMPENSATION AND PAYMENT**:", subsection **d**. entitled "**Maximum Payment 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 NINETY-FIVE THOUSAND TWO HUNDRED FORTY-SEVEN DOLLARS AND NO CENTS ($595,247.00)** (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."

2. Section 6 of the Agreement entitled "**TERMINATION/NOTICE TO STOP**:" is hereby deleted in its entirety and replaced with:

"**6. TERMINATION/ NOTICE TO STOP:**

a. The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon ten (10) days prior written notice to the Contractor. However, nothing gives the Contractor the right to perform services under the Agreement beyond the time when its services become unsatisfactory to the Executive Director or the date on which the Contractor receives the notice of termination.

b. Notwithstanding the preceding paragraph, the City may terminate the Agreement if the Contractor or any of its officers or employees are convicted, plead nolo contendere, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

c. Upon termination of the Agreement, with or without cause, the Contractor shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in the Agreement.

d. If the Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools and facilities it owns that are in the Contractor's possession, custody, or control by whatever method the City deems expedient. The Contractor shall deliver all documents in any form that were prepared under the Agreement and all other items, materials and documents that have been paid for by the City to the City. These documents and materials are the property of the City. The Contractor shall mark all copies of work product that are incomplete at the time of termination "DRAFT-INCOMPLETE".

e. The City has the right to issue a Notice to Stop Work ("Notice to Stop Work") if the City has reason to believe, in its sole discretion, that the federal funds for this Agreement are not available, delayed, or withheld for any reason. Upon receiving a Notice to Stop Work, the Contractor shall cease all work under the Agreement immediately, or within the time set forth in the Notice to Stop Work. Contractor shall submit an invoice for all outstanding

work as soon as possible, but no later than fifteen (15) days after the date of the Notice to Stop Work or as directed in the Notice. The Contractor shall not resume work under the Agreement until it receives a Notice to Proceed ("Notice to Proceed") from the City. A Notice to Stop Work does not terminate the Agreement."

4. Section 18 of the Agreement entitled "**NOTICES:**" is hereby deleted in its entirety and replaced with:

"**18. NOTICES:** All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to Contractor at the address first above written, and if to the City at:

Executive Director of Public Health and Environment or Designee
201 W. Colfax Avenue, Suite 800
Denver, Colorado 80202

With a copy of any such notice to:

Denver City Attorney's Office
1437 Bannock St., Room 353
Denver, Colorado 80202

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The Parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification."

5. Section 22 of the Agreement entitled "**COMPLIANCE WITH ALL LAWS:**" is hereby deleted in its entirety and replaced with:

"**22. COMPLIANCE WITH ALL LAWS**: All services provided pursuant to this Agreement shall be performed in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver and any grant providing funding for this Agreement."

6. Section 35 of the Agreement entitled **"FEDERAL REQUIREMENTS:"** is hereby added to the Agreement as follows:

"**35. FEDERAL REQUIREMENTS:** Contractor understands that the City intends to seek reimbursement of amounts paid Contractor from federal funding sources. Contractor shall, to the maximum extent feasible, provide all services so that they are eligible for reimbursement from anticipated federal funding sources and in a manner consistent with obtaining federal funding for projects. The full extent of federal requirements is not known at this time. Contractor shall comply will all applicable federal requirements as they are identified as if they were set forth separately in this Agreement."

7. **Exhibit A, Exhibit A-01,** and **Exhibit A-02,** are hereby deleted in their entirety and replaced with **Exhibit A-03, Scope of Work**, attached and incorporated by reference herein. All references in the original Agreement to **Exhibit A, Exhibit A-01,** and **Exhibit A-02,** are changed to **Exhibit A-03**.

8. All references in the original Agreement to **Exhibit B, Budget** now refer to **Exhibit B, Exhibit B-01, Exhibit B-02,** and **Exhibit B-03. Exhibit B-03** is attached and incorporated by reference herein.

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

10. 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.

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

[SIGNATURE PAGES FOLLOW.]

Contract Control Number: ENVHL-202683896-03/ENVHL-202472973-03
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:

Attorney for the City and County of Denver

By: _____

REGISTERED AND COUNTERSIGNED:

By: _____

By: _____

Contract Control Number: ENVHL-202683896-03/ENVHL-202472973-03
Contractor Name: COLORADO HEALTH NETWORK, INC.

Signed by:
Darrell Vigil
F026B8BCAFB94E3...

By: _____

Darrell Vigil

Name: _____
(please print)

Title: Chief Executive Officer
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

DENVER
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EXHIBIT A-03

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

SERVICE PROVIDER/SUB-RECIPIENT: **Colorado Health Network**
ARPA TERM: 01/01/2024 – 09/30/2026
OPIOID SETTELEMENT FUNDS TERM: 01/01/2026 – 12/31/2026

1. SCOPE OF SERVICES

The Subrecipient will use the funds to provide ***Behavioral Health Counseling*** to high acuity people living with HIV (PLWH) who lack resources in the community to access these services. In addition, CHN will expand ongoing efforts to provide harm reduction services to people who use drugs (PWUD). CHN proposes to ***expand its harm reduction services*** through extended evening and weekend hours. 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 tothe 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 makeany 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 provideservices 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.

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 tofoster 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.

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EXHIBIT A-03

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

7. GENERAL INFORMATION – Colorado Health Network

Subrecipient Unique Entity Identifier (UEI) Number: F76GBCMM5JB5

Legal Subrecipient name : Colorado Health Network, Inc.
(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 Opioid Settlement Funds Performance Start and End Dates: 01/01/2026 – 12/31/2026.

Total Amount of Federal Funds Obligated by City action to the Subrecipient: $281,749

Total Amount of **ARPA funds** awarded to Subrecipient*:* **$281,749**

Total Among of **OAF funds** awarded to Subrecipient: **$156,749**

Subrecipient Project/Program Title: Behavioral Health Counseling and Access Point Programs

Name of Federal Awarding Agency: Department of the U.S. Treasury

Name of Pass-Through Entity: City and County 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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EXHIBIT A-03

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

PROGRAM SERVICES AND DESCRIPTIONS

Section 1: ARPA SOW

The Provider will be granted funds to provide the following services: CHN proposes to maintain one additional Behavioral Health Clinician (BHC).This additional staff will increase CHN's Behavioral Health Counseling Program capacity within prevention services and provide BH assessment, access to care and referral to treatment .The BHC will be continue to assess and treat clients who are experiencing co-occurring disorders, such as mental illness and substance abuse. The BHC will offer support and guidance to clients as they address challenges and learn skills to manage mental health issues and live healthy lives.

Section 2: Opioid Settlement Funds SOW

CHN will maintain one full-time (1.0 FTE) and one part-time (0.50 FTE) Prevention Coordinator (PC) to continue meeting the demands and increased capacity of its Access Point (AP) program at CHN's brick-and-mortar facility. PCs will distribute essential harm reduction supplies—including fentanyl test strips, xylazine test strips, naloxone, sterile equipment—and other daily essentials such as food, water, clothing, hygiene kits, and first aid items during mobile outreach and at the fixed-site location. PCs will also conduct educational outreach, including overdose prevention presentations/trainings and naloxone distribution, targeting recovery programs, businesses, coalitions, street outreach settings, concert events, and similar venues.

Staff will distribute harm reduction supplies to at least 2000 unique individuals who use drugs (PWUD). They will also offer one-on-one drug user education during each service encounter, covering topics such as safer use practices and the proper administration of Narcan/naloxone, and referrals as needed.

CHN's Prevention Manager will assist with the day-to-day operations of CHN's Access Point Program and reception area while providing supervision and support to PCs. The Associate Director of Prevention and Director of Prevention will oversee contract management, ensure deliverables are met according to the scope of work/agreement, and supervise the Prevention Manager.

Additionally, CHN will maintain a Program Coordinator role to manage crowd flow and milieu, as well as operations at the brick-and-mortar location, along with other assigned duties to support harm reduction programs.

8. **PROGRAM LOCATIONS:**

The Provider will serve the following neighborhoods: CHN's 936 E. 18th Ave Office in Denver and surrounding Denver areas

9. **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 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.

10. 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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EXHIBIT A-03

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

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

11. 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)

12. 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 B-02

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.

Syringe Access Program

Organization Name	Colorado Health Network, Inc.
Project Title	2026 Syringe Access Program
Term	1/01/2026 - 12/31/2026

Budget Categories

Personnel and Fringe

Salary Employees

Position Title	Description of Work	Percent of Time	Salary + Fringe Benefits	Total
Prevention Manager	Responsible for oversight of syringe access program and staff	10%	80,350.00	$8,035.00
Associate Director of Prevention Programs	Provides oversight of staff and Access Point program implementation	10%	100,860.00	$10,086.00
Behavioral Health Clinician	Provides individual counseling to PWUD during Access Point office	60%	73,800.00	$44,280.00
Director of Behavorial Health	Provides oversight of staff and Access Point program implementation	0%	126,480.00	$0.00

Hourly Employees

Position Title	Description of Work	Hours	Hourly Rate + Fringe Benefits	Total
Prevention Coordinator	Responsible for facilitating syringe access and working directly with	1040	28.25	$29,380.00
Prevention Coordinator	Responsible for facilitating syringe access and working directly with	520	28.25	$14,690.00
Drug Checking Coordinator Lead	work closely with DDPHE and UNC SDAL to implement all drug- checking activities -be responsible for assisting with the provision of drug checking services during outreach events and in syringe access program (SAP) sessions -providing harm reduction education and promoting safe drug use practices, setting up and operating drug checking mailing, ensuring the safety and privacy of clients, and accurately recording and reporting finding Keegan King	2080	33.6	$0.00
Drug Checking Coordinator	work closely with DDPHE and UNC SDAL to implement all drug- checking activities -be responsible for assisting with the provision of drug checking services during outreach events and in syringe access program (SAP) sessions -providing harm reduction education and promoting safe drug use practices, setting up and operating drug checking mailing, ensuring the safety and privacy of clients, and accurately recording and reporting finding Brandon Brown	1731.8	31.8	$0.00
			Total Personnel and Fringe	**$106,471.00**

Subcontract/Consultant Costs

Item	Description of Item	Quantity	Per Item Cost	Total
University of North Carolina, Chapel Hill, Street Drug Analysis Lab (UNC SDAL)	Sample collection and analysis cost ($60 each) x 443 samples			$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
Staff Mileage	Milage for staff to travel	617.82	0.7	$432.47
				$0.00
				$0.00
			Total Travel	**$432.47**

Supplies

Item	Description of Item	Quantity	Per Item Cost	Total
Harm Reduction Supplies	Harm Reduction medical supplies for safe use by patients	1200	20	$24,000.00
Hazardous Waste Removal	Sharps removal, disposal and recycling	170	20	$3,400.00
Printing and Marketing				$0.00
			Total Supplies	**$27,400.00**

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
Staff Training and Wellness	Sustainability and wellness support for staff including stress reduction	10	200	$2,000.00
				$0.00
				$0.00
			Total Other	**$2,000.00**
			TOTAL DIRECT COSTS (Personnel, Subcontracts, Equipment, Travel, Supplies, Operating, & Other)	**$136,303.47**

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	$20,445.52
	TOTAL INDIRECT COSTS	**$20,445.52**
	TOTAL BUDGET	**$156,749.00**

TOTAL MAXIMUM CONTRACT AMOUNT	**$ 595,247.00**