

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 **METRO COMMUNITY PROVIDER NETWORK, INC.**, a Colorado nonprofit corporation, with an address of 2255 S. Oneida Street Denver, CO 80224 (the “Contractor”, and collectively (“the Parties”).

RECITALS:

A. The Parties entered into an Agreement dated October 11, 2018, and a First Amendatory Agreement dated October 4, 2019 (collectively, the “Agreement”) to provide services to individuals living with HIV/AIDS in the Denver Transitional Grant.

B. The Parties wish to amend the Agreement to extend the term, increase the maximum contract amount, and amend the scope of work and budget.

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

1. Section 2 of the Agreement entitled “**TERM**” is hereby deleted in its entirety and replaced with:

“2. **TERM**: The Agreement will commence on **March 1, 2018**, and will expire on **February 28, 2021** (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 Executive Director.”

2. Section 3 of the Agreement entitled “**Compensation and Payment**” Sub-section 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 **SIX HUNDRED FIFTY EIGHT THOUSAND EIGHT HUNDRED TWENTY DOLLARS AND NO CENTS (\$658,820.00)** (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., Subpart E.”

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 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-202054723-02 / 201843772-02
Contractor Name: METRO COMMUNITY PROVIDER 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-202054723-02 / 201843772-02
METRO COMMUNITY PROVIDER NETWORK, INC.

By:  _____
CE83F1DE237B4C2...

Name: Ben wiederholt
(please print)

Title: CEO
(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 **STRIDE Community Health Center**.

STRIDE Community Health Center has been awarded the following amounts in Ryan White Part A and COVID-19 Response funds:

- Maximum of **\$221,609** in Fiscal Year 2020 (March 1, 2020 – February 28, 2021)

II. Services and Conditions

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:

SERVICE CATEGORY	FUNDING SOURCE	FY 2020 AWARD NUMBER	FY 2020 AWARD AMOUNT
Medical Case Management	RW Part A	20-MCM-8163-A	\$43,462
Oral Health Care	RW Part A	20-OHC-8163-A	\$40,239
Outpatient/Ambulatory Health Services	RW Part A	20-OAH-8163-A	\$97,369
Mental Health Services	RW MAI	20-MHS-8163-M	\$31,602
Outpatient/Ambulatory Health Services	RW Part A – COVID-19	20-OAH-8163-C	\$8,937
FY 2020 MAXIMUM REIMBURSABLE AMOUNT:			\$221,609

III. Process and Outcome Measures

20. Process Measures

STRIDE Community Health Center will provide:

SERVICE CATEGORY	FY 2020 AWARD NUMBER	UNDUPLICATED CLIENTS	SERVICE UNITS DELIVERED
Medical Case Management	20-MCM-8163-A	40	160
Oral Health Care	20-OHC-8163-A	70	275
Outpatient/Ambulatory Health	20-OAH-8163-A	160	450
Mental Health Services	20-MHS-8163-M	100	360
Outpatient/Ambulatory Health	20-OAH-8163-C	20	20



EXHIBIT A - 2 SCOPE OF WORK

IV. Clinical Quality Management Program

A. Clinical Quality Management Plan

1. Contractor will be required to submit a FY 2020 Clinical Quality Management Plan. **Clinical Quality Management Plans will be due on May 30, 2020.** Quality Management Plans must include the following elements:

- General Information
- Quality Statement
- Quality Infrastructure
- Quality Improvement
- Work Plan Description
- Work Plan Matrix

B. Clinical Quality Management Activities

2. Contractor will be required to document at least one quality improvement activity in the Fiscal Year
 - ii.) Quality Improvement activities should be related to the Clinical Quality Management Plan, and impact the sub-recipients identified annual quality goals
 - iii.) A summary on clinical quality management activities will be submitted to DHR by January 15th, 2021 (for CQM Activities conducted March 2020 through November 2020)
 - iv.) Contractor will hold Quality Committee meetings, meetings will be held at a minimum of quarterly

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 have two staff members participate in a DHR hosted, Clinical Quality Management Training

VI. Schedule of Payments for Services

- A.** The City and County of Denver may withhold payment due under this Agreement until the Contractor submits a satisfactory Audit Report Package that covers the Contractor's most recent fiscal year. If there are material findings in the audit, the City and County of Denver may withhold reimbursement until the audit findings are resolved to the City and County of Denver's satisfaction.
- B.** The contractor has elected the option of delayed invoicing. Invoice packages will be due no later than the 15th of the month two months following the month of service. Reporting schedule detailed below in Section VI (E). Three or more occurrences of a late invoice shall be considered a contract compliance issue.



EXHIBIT A - 2 SCOPE OF WORK

- C.** Delayed invoicing will not be allowed for the final invoice of the year. The final complete Invoice package for the budget or contract period is due no later than 45 days following the close of the budget or contract period and must be clearly marked "Final Invoice".
- D.** The contractor agrees to waive any prompt pay interest assessed by the City and County of Denver related to the delayed invoicing option.
- E.** 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:
 - Item 1:** a complete monthly invoice package for the service month;
 - Item 2:** supporting documentation for all expenses;
 - Item 3:** a quarterly narrative report once per quarter (four times per year).

Contractor invoicing schedule is as follows:

SERVICE MONTH	INVOICE PACKAGE DUE BY	INVOICE PACKAGE INCLUDES:
March 2020	May 15, 2020	Items 1 and 2
April 2020	June 15, 2020	Items 1 and 2
May 2020	July 15, 2020	Items 1 and 2
June 2020	August 17, 2020	Items 1 and 2
July 2020	September 15, 2020	Items 1, 2, and 3
August 2020	October 15, 2020	Items 1 and 2
September 2020	November 16, 2020	Items 1 and 2
October 2020	December 15, 2020	Items 1, 2, and 3
November 2020	January 15, 2021	Items 1 and 2
December 2020	February 15, 2021	Items 1 and 2
January 2021	March 15, 2021	Items 1, 2, and 3
February 2021	April 15, 2021	Items 1 and 2
Final 2020 Invoice	April 15, 2021	Items 1, 2, and 3

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 E** describes expenditures that will be disallowed by The City and County of



EXHIBIT A - 2 SCOPE OF WORK

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 Reimbursable Amount. Administrative costs are defined as the costs incurred for usual and recognized overhead, including established indirect rates for agencies; 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.

Administrative costs can be direct or indirect. Direct costs are costs that can be directly charged to the program and which are incurred in the provision of direct services. Indirect costs are defined as the administrative costs that are incurred for common or joint activities that cannot be identified specifically with a particular project or program.

IX. Performance Management and Reporting

A. Performance Management

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



EXHIBIT A - 2 SCOPE OF WORK

1. **Clinical Quality Management Monitoring:** Review contractor Clinical Quality Management program inclusive of performance 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. **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.

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://www.targethiv.org/sites/default/files/file-upload/resources/2019_RS_RManual_091919_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 	TBD by HRSA, March 2021	Into CAREWare system for data entry Into HRSA Web Application for RSR final reporting



EXHIBIT A - 2 SCOPE OF WORK

	<p>and/or input missing data with technical assistance from DHR</p> <ul style="list-style-type: none"> Review finalized RSR report with DHR Generate client-level XML file and upload into the HRSA Web Application (per HRSA requirement) <p style="text-align: center;">Submit RSR report into HRSA Web Application</p>		
3. Clinical Quality Management Plan	<p>Most recent CQM Plan shall follow the DHR CQM Plan elements</p>	April 30, 2020	<p>Quality Administrator: Jonathan Basilio Jonathan.Basilio@denvergov.org</p>
4. 1 st Quarter report	<p>Report shall:</p> <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 Summarize successes, weaknesses and needs for the period of March 1, 2020 through May 31, 2020 	July 15, 2020	<p>DPHE HIV Resources Program Manager: Robert George Robert.George@denvergov.org</p> <p>Data Administrator: Nick Roth Nicholas.roth@denvergov.org</p>
5. Mid-Year Report	<p>Report shall:</p> <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 Summarize successes, weaknesses and needs for the period of March 1, 2020 through August 31, 2020 	October 15, 2020	<p>DPHE HIV Resources Program Manager: Robert George Robert.George@denvergov.org</p> <p>Data Administrator: Nick Roth Nicholas.roth@denvergov.org</p>
6. 3 rd Quarter Report	<p>Report shall:</p> <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 	January 15, 2021	<p>DPHE HIV Resources Program Manager: Robert George Robert.George@denvergov.org</p> <p>Data Administrator: Nick Roth Nicholas.roth@denvergov.org</p>



EXHIBIT A - 2 SCOPE OF WORK

	<p>vacancies and new staff</p> <ul style="list-style-type: none"> Summarize successes, weaknesses and needs for the period of March 1, 2020 through November 30, 2020 		
7. Clinical Quality Management Activities 9-Month Summary	<p>Report shall:</p> <ul style="list-style-type: none"> Provide a summary of CQM Activities for the period of March 1, 2020 through November 30, 2020 	January 15, 2021	<p>Quality Administrator: Jonathan Basilio Jonathan.Basilio@denvergov.org</p>
8. Year End Report	<p>Report shall:</p> <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 Summarize successes, weaknesses and needs for the period of March 1, 2020 through February 28, 2021 	April 30, 2021	<p>DPHE HIV Resources Program Manager: Robert George Robert.George@denvergov.org</p> <p>Data Administrator: Nick Roth Nicholas.roth@denvergov.org</p>
9. CARES Act: COVID-19 Reporting	<p>Subrecipients shall complete and/or assist Denver HIV Resources in the completion of monthly COVID-19 Data Reports (CDR). The timeframe for this data reporting is from January 20, 2020 – May 31, 2021. The CDR includes data in regard to your agency's overall telehealth capacity for client services, any/all COVID-19 testing data for Ryan White Part A Clients given at your agency site, items procured using CARES Act funding, and CARES Act funded service utilization data. The CDR Manual can be found here: https://targethiv.org/sites/default/files/file-upload/resources/2020-CDR-Instruction-Manual_DRAFT05272020.pdf</p>	<p>COVID-19 Data Report in Google Form: 10th of every Month starting in July 15, 2020</p> <p>COVID-19 Data Report in HRSA Electronic Handbook: due 15th of every month starting July 15, 2020</p>	<p>Data Administrator: Nick Roth Nicholas.roth@denvergov.org</p>



**EXHIBIT A - 2
SCOPE OF WORK**

10. Other reports, data or processes as reasonably requested by the City including but not limited to: client acuity, eligibility and service data sharing, and/or a standard referral process.	To be determined (TBD)	TBD	TBD
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X. Budget

- A.** Contractor shall provide the identified services for the City under the support and guidance of the DDPHE, Office of HIV Resources using best practices and other methods for fostering a sense of collaboration and communication.
- B.** Contractor shall submit a complete budget package using required DDPHE HIV Resources budget forms.
- C.** Contractor shall not reallocate funding across awards/service categories.
- D.** The budget for this agreement is attached as **Exhibit B**.

XI. 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.”



EXHIBIT A - 2 SCOPE OF WORK

- 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.

XII. Other

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

DDPHE HIV RESOURCES BUDGET SUBMISSION PACKAGE

CONTRACT SUMMARY DATA
FORM A-1: SUBRECIPIENT INFORMATION

SUBRECIPIENT:	STRIDE Community Health Center		
DATE OF SUBMISSION:	05/21/2020	CONTRACT AMOUNT:	\$221,609.00
Check One:	<input type="checkbox"/> First Submission or <input checked="" type="checkbox"/> Resubmission		
	FUNDING SOURCE: BOTH Ryan White Part A and MAI		
EFFECTIVE DATES:	03/01/2020	to	02/28/2021

SUBRECIPIENT CORPORATION INFORMATION

NOTE: This name and address will appear on City Contractor Agreement.

FEDERAL TAX ID#:	742477108	DUNS#:	032646387
EXACT CORPORATE NAME:	Metro Community Provider Network, Inc. d/b/a STRIDE Community Health Center		
CORPORATE ADDRESS:	2255 S. Oneida St.		
	Address Line 1		
	Address Line 2		
	Denver	CO	80224
	City	State	Zipcode
CORPORATE WEBSITE:	www.stridechc.org		
AGENCY TYPE:	Community Health Center		
OWNERSHIP TYPE:	Private, Nonprofit		
FAITH-BASED:	No		

I CERTIFY THAT COSTS HAVE BEEN DETERMINED ALLOWABLE ACCORDING TO CITY AND APPROPRIATE FEDERAL PRINCIPLES AND STANDARDS AS LISTED ON FORM A-2. I FURTHER CERTIFY THAT THERE ARE NO MATHEMATICAL ERRORS IN THIS BUDGET. PLEASE SIGN ON DESIGNATED LINE BELOW.

AGENCY HEAD:

Ben Wiederholt	<i>Ben Wiederholt</i>	5/21/2020
Printed Name	Signature	Date
303-761-1977x1103	303-761-2787	ben.wiederholt@stridechc.org
Telephone	Fax	Email

SENIOR ADMINISTRATOR:

Laura Larson	<i>Laura Larson</i>	5/21/2020
Printed Name	Signature	Date
303-761-1977x1171	303-761-2787	laura.larson@stridechc.org
Telephone	Fax	Email

BOARD PRESIDENT:

Jean Sisneros	<i>Jean Sisneros</i>	5/21/2020
Printed Name	Signature	Date
(720) 338-0856	303-761-2787	sisneros5@yahoo.com
Telephone	Fax	Email

CONTRACT SIGNATORY:

Ben Wiederholt	<i>Ben Wiederholt</i>	5/21/2020
Printed Name	Signature	Date
303-761-1977x1103	303-761-2787	ben.wiederholt@stridechc.org
Telephone	Fax	Email

FORM A-1

CONTRACT CONTACT INFORMATION

PROGRAM CONTACT:	Ashley Armstrong		Sexual Health Program Mgr
	<small>Name</small>	<small>Title</small>	
303-360-6276	303-761-2787	Ashley.Armstrong@stridechc.org	
<small>Telephone</small>	<small>Fax</small>	<small>Email</small>	
FISCAL CONTACT:	Linda Skelley		Grants Manager
	<small>Name</small>	<small>Title</small>	
303-761-1977x2727	303-761-2787	linda.skelley@stridechc.org	
<small>Telephone</small>	<small>Fax</small>	<small>Email</small>	
DATA CONTACT:	Stewart Thomas		Specialty Clinic Coordinator
	<small>Name</small>	<small>Title</small>	
303-360-6276x2224	303-761-2787	stewart.thomas@stridechc.org	
<small>Telephone</small>	<small>Fax</small>	<small>Email</small>	
QUALITY CONTACT:	Jenni Bartles		Director of Health Education
	<small>Name</small>	<small>Title</small>	
303-360-6276x4122	303-761-2787	jenni.bartles@stridechc.org	
<small>Telephone</small>	<small>Fax</small>	<small>Email</small>	
PAYMENT ADDRESS:			
	<small>Address Line 1</small>		
	<small>Address Line 2</small>		
	<small>City</small>	<small>State</small>	<small>Zipcode</small>

NOTE: Only complete if Payment Address is different than Corporate Address.

FORM A-3

DDPHE HIV RESOURCES BUDGET SUBMISSION PACKAGE

CONTRACT SUMMARY DATA

FORM A-3: SUMMARY OF FUNDING SOURCES

FULL NAME OF SUBRECIPIENT: Metro Community Provider Network, Inc. d/b/a STRIDE Community Health Center

PERIOD OF FUNDING:	BEGIN DATE	03/01/2020										
	END DATE	02/28/2021										
OBJECT CLASS CATEGORY	RYAN WHITE PART A (DDPHE)	RYAN WHITE PART B (CDPHE)	RYAN WHITE PART C (HRSA)	RYAN WHITE PART D (HRSA)	GENERAL FUND (DDPHE)	CDC (CDPHE)	CDC OTHER SOURCES	CDPHE OTHER SOURCES	HOPWA	GENERAL OPERATION/ PRIVATE	TOTAL BUDGET	
PERSONNEL	116,050.00	22,097.00									138,147.00	
FRINGE BENEFITS	30,177.00	5,746.00									35,923.00	
TRAVEL												
EQUIPMENT	5,000.00	6,000.00									11,000.00	
SUPPLIES	11,400.00										11,400.00	
CONTRACTUAL	17,310.00										17,310.00	
OTHER	21,526.00	48,657.00									70,183.00	
TOTAL DIRECT CHARGES	201,463.00	82,500.00									283,963.00	
INDIRECT CHARGES	20,146.30											
TOTAL COSTS	221,609	82,500.00									304,109.00	

INSTRUCTIONS:

1. Prepare only one summary for each subrecipient.
2. Column headings shaded yellow may be changed to accommodate other funding sources.
3. Indirect charges on Ryan White Part A DDPHE contracts are only allowed if:
 - a) subrecipient has a Federally Negotiated Indirect Cost Rate Agreement (NICRA); or
 - b) subrecipient uses the 10% de minimis rate.
4. Indirect charges on Ryan White Part A DDPHE contracts must count towards the 10% administrative cap on the budget.