

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 **COLORADO HEALTH NETWORK, INC., dba DENVER COLORADO AIDS PROJECT and HOWARD DENTAL CENTER**, a Colorado nonprofit corporation, with an address of 6260 East Colfax Avenue, Denver, Colorado 80220 (the “Contractor”, and collectively “the Parties”).

The Parties entered into an Agreement dated June 29, 2017, and an Amendatory Agreement dated November 7, 2017 (the “Agreement”) to undertake, perform, and complete all of the services and set forth in **Exhibits A, the Scope of Work**, contained in the original Agreement, to the City’s satisfaction.

The Parties wish to amend the Agreement to amend the scope of work and budget and increase funding.

In consideration of the promises and the mutual covenants and obligations herein set forth, the Parties agree as follows:

1. All references to “**Exhibit A and A-1**” in the existing Agreement shall be amended to read “**Exhibits A, A-1, and A-2** as applicable.” The scope of work marked as **Exhibit A-2** is attached and incorporated by reference.
2. All references to “**Exhibit B**” in the existing Agreement shall be amended to read “**Exhibits B and B-1**” is attached and incorporated by reference.
3. Paragraph 3.A. of the Agreement entitled “**COMPENSATION AND PAYMENT**”, “**Fees and Expenses**” is amended to read as follows:

“3. **COMPENSATION AND PAYMENT:**

- a. **Fees and Expenses:** The City shall pay and the Consultant shall accept as the sole compensation for services rendered and costs incurred under the Agreement an amount not to exceed **Two Million Three Hundred Thirty-Nine Thousand Three Hundred Forty-Five and Zero Cents (\$2,339,345.00)**. Amounts billed in may not exceed the rates set forth in **Exhibits A**. Amounts billed may not exceed the budget set forth in **Exhibits A, A-1, and A-2 and B and B-1**. The Contractor certifies the budget line items in **Exhibits A, A-1 and A-2, and B and B-1** contain

reasonable allowable direct costs and allocable indirect costs in accordance with 2 C.F.R., Subpart E.”

4. Except as herein amended, the Agreement is affirmed and ratified in each and every particular.

[SIGNATURE PAGES FOLLOW]

Contract Control Number:

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:

By _____

By _____

By _____



Contract Control Number: ENVHL-201734734-02

Contractor Name: COLORADO HEALTH NETWORK INC

By: 

Name: Darrell J. Vigil
(please print)

Title: Chief Executive Officer
(please print)

ATTEST: [if required] N/A

By: _____

Name: _____
(please print)

Title: _____
(please print)



EXHIBIT A-2
SECOND AMENDED 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 Environmental Health (DEH), Office of HIV Resources (DOHR) and Colorado Health Network (CHN) d/b/a Denver Colorado AIDS Project (DCAP) and Howard Dental Center (HDC). CHN has been awarded an additional **\$59,333** in Ryan White Part A funds for Fiscal Year 2017 (March 1, 2017 – February 28, 2018) for a total award of **\$2,339,345**.

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 attached Standards of Care (SOC) for the following service categories:

		<i>Partial award</i>	<i>Additional award</i>	<i>Total award</i>
1.	Early Intervention Services	\$13,929	\$15,358	\$29,287
2.	Emergency Financial Assistance	\$94,957	\$104,694	\$199,651
3.	Food Bank/Home-Delivered Meals	\$43,138	\$47,561	\$90,699
4.	Housing Services	\$247,492	\$272,869	\$520,361
5.	Medical Case Management	\$310,498	\$300,552	\$611,050
6.	Medical Transportation Services	38,113	\$42,021	\$80,134
7.	Mental Health Services	\$21,169	\$23,340	\$44,509
8.	Oral Health Care	\$312,947	\$302,332	\$615,279
9.	Oral Health Directive Funds	\$0	\$59,333	\$59,333
10.	Psychosocial Support Services	\$14,116	\$15,563	\$29,679
11.	Substance Abuse Services – Outpatient	\$28,234	\$31,129	\$59,363

III. Process and Outcome Measures

A. Process Measures

In FY2017, CHN d/b/a DCAP will provide:

	Service Category	Unduplicated Clients	Service Units Delivered
1.	<i>Early Intervention Services</i>	12	24
2.	<i>Emergency Financial Assistance</i>	1600	1600
3.	<i>Food Bank/Home-Delivered Meals</i>	1150	89700
4.	<i>Housing Services – (included in EFA #s)</i>	XXX	XXX
5.	<i>Medical Case Management</i>	1650	3300
6.	<i>Medical Transportation Services</i>	950	950
7.	<i>Mental Health Services</i>	65	3640
8.	<i>Psychosocial Support Services</i>	25	25
9.	<i>Substance Abuse Services – Outpatient</i>	50	1400

EXHIBIT A-2
SECOND AMENDED SCOPE OF WORK

In FY2017, CHN d/b/a HDC will provide:

	Service Category	Unduplicated Clients	Service Units Delivered
1.	<i>Oral Health Care</i>	869	869
2.	<i>Oral Health Directive Funds</i>	85	85

- Required:
Invoices and reports shall be completed and submitted on or before the 15th of each month following the month of services rendered 100% of the time. Contractor shall use preferred invoice template, if requested.

IV. Quality Improvement Program

A. Quality Improvement Plan

Required:

- i.) Sub-recipient will be required to have two staff members participate in a DOHR hosted, Quality Management Training, to be held in the first 180 days of the FY2017 grant year. Sub-grantees will leave understanding the fundamentals of Quality Management, and Quality Improvement concepts, as well as an outline to help inform their FY2017 Quality Management Plan.
- ii.) Each sub-grantee will be required to submit a FY2017 Quality Management Plan. Quality Management Plans will be due 45 days following the Quality Management Training.

B. Quality Improvement Activities

Required:

- i.) Sub-recipient will be required to document Quality Improvement activities.
- ii.) Quality Improvement activities should be related to the Quality Management Plan, and may reflect improvements documented in the sub-recipient Improvement, or Implementation Plan(s)
- iii.) Updates on Quality Improvement activities will be submitted to DOHR, or designee, on a minimum of quarterly basis.

V. Performance Management and Reporting

A. Performance Management

Monitoring will be performed by the Denver Office of HIV Resources staff and/or designee.

Contractor will be reviewed for:

1. **Quality Monitoring:** The quality of the services being provided and the effectiveness of those services addressing the needs of the Denver TGA.
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.

EXHIBIT A-2

SECOND AMENDED SCOPE OF WORK

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

** DOHR and/or its designee will provide regular performance monitoring and reporting. DOHR and/or its designee, , will manage any performance issues and will 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	Frequency	Reports to be sent to:
1. CAREWare Reporting	Data input	Due by the 10 th of each month	Into CAREWare system
2. Ryan White Part A Service Report	Data input throughout the fiscal year	Due by the 10 th of each month	Into CAREWare system
1. 1 st Quarter report	Report shall demonstrate the # of clients served, the number of service units, the amount of funding expended, and any implementation and/or improvement goals updates, March 1, 2017 through May 31, 2017	Due June 30, 2017	Fiscal Officer/Grant Administrator Terra.hasemanswazer@denvergov.org DOHR Designee kellyemathew@gmail.com
2. Mid-Year Report	Report shall demonstrate the # of clients served, the number of service units, the amount of funding expended, and any implementation and/or improvement	Due September 30, 2017	Fiscal Officer/Grant Administrator Terra.hasemanswazer@denvergov.org DOHR Designee kellyemathew@gmail.com

EXHIBIT A-2
SECOND AMENDED SCOPE OF WORK

	goals achieved, June 1, 2017 through August 31, 2017		
3. 3 rd Quarter Report	Report shall demonstrate the # of clients served, the number of service units, the amount of funding expended, and any implementation and/or improvement goals achieved, September 1, 2017 through November 3, 2017.	Due December 30, 2017	Fiscal Officer/Grant Administrator Terra.hasemanswazer@denvergov.org DOHR Designee kellyemathew@gmail.com
4. Year End Report	Report shall demonstrate the # of clients served, the number of service units, the amount of funding expended, and any implementation and/or improvement goals achieved, March 1, 2017 through February 28, 2018	Due April 15, 2018	Fiscal Officer/Grant Administrator Terra.hasemanswazer@denvergov.org DOHR Designee kellyemathew@gmail.com
5. Quality Management/ Improvement Plan(s)	Plan(s) shall demonstrate all Quality Management/ Improvement activities, including Quality Management/ Improvement	1 st draft due six weeks following Quality Plan Writing Training. Final draft, and/or updated draft due at end of	DOHR Designee kellyemathew@gmail.com

EXHIBIT A-2
SECOND AMENDED SCOPE OF WORK

	infrastructure , specific quality improvement activities, planning, and monitoring, etc.	third quarter (November 30, 2017).	
6. Other reports as reasonably requested by the City.	To be determined (TBD)	TBD	TBD

I. Budget

A. Contractor shall provide the identified services for the City under the support and guidance of the Denver Department of Environmental Health (DEH), Office of HIV Resources (DOHR) using best practices and other methods for fostering a sense of collaboration and communication.

B. Budget

The budget for this agreement is attached as an exhibit.

II. Other

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

Additional document requirements for this contract include:

- A. Service Category Plan Table
- B. Coordination of Services and Funding Streams Table
- C. Staffing Plan
- D. Organizational Chart

Exhibit B-1

Oral Health Funds: Budget and Budget Narrative Justification 03/01/17-02/28/18

Applicant Name: Colorado Health Network dba Howard Dental Center

Object Class Category	Oral Health Care	TOTAL RW Funds	Total Program Funds	Justification
Supplies				
Dental Supplies	\$59,333	\$ 59,333.00	\$ 59,333.00	Supplies for direct oral health services.
		\$ -	\$ -	
Other				
Total Direct Charges				
TOTALS			\$59,333.00	
	\$ -	\$ -		
	\$ -	\$ -	\$59,333.00	