

FOURTH AMENDATORY AGREEMENT

This **FOURTH AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **VIVANT HEALTH, INC.**, a Wisconsin nonprofit corporation, with its principal place of business located at 648 N. Plankinton Avenue, Suite 200, Milwaukee, Wisconsin 53203 (the “Contractor”), jointly (“the Parties”).

RECITALS:

A. The Parties entered into an Agreement dated October 9, 2019, an Amendatory Agreement dated March 6, 2020, a Second Amendatory Agreement dated January 21, 2021, and a Third Amendatory Agreement dated March 15, 2022, (collectively, the “Agreement”) to provide syringe access program services.

B. The Parties wish to amend the Agreement to extend the term, increase the maximum contract amount, amend paragraph 23, No Employment of Workers Without Authorization, 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 2 of the Agreement entitled “**TERM:**” is hereby deleted in its entirety and replaced with:

“**2. TERM:** The Agreement will commence on **August 1, 2019**, and will expire on **December 31, 2023** (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:**”, 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 **FIVE HUNDRED FORTY-FIVE THOUSAND FOUR HUNDRED SEVENTY-ONE DOLLARS AND NO CENTS (\$545,471.00)** (the “Maximum Contract Amount”), which shall be used in accordance with the budget contained 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.”

3. Section 23 of the Agreement entitled “**NO EMPLOYMENT OF WORKERS WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT:**” is hereby deleted in its entirety and replaced with:

“23. [RESCINDED.]”

4. **Exhibit A, Exhibit A-1, Exhibit A-2 and Exhibit A-3** are hereby deleted in their entirety and replaced with **Exhibit A-4, Scope of Work**, attached and incorporated by reference herein. All references in the original Agreement to **Exhibit A, Exhibit A-1, Exhibit A-2 and Exhibit A-3** are changed to **Exhibit A-4**.

5. All references in the original Agreement to **Exhibit B** now refer to both **Exhibit B** and **Exhibit B-4**.

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

7. This Fourth 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-202366742-04 [201951335-04]
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: ENVHL-202366742-04 [201951335-04]
Contractor Name: Vivent Health, Inc.

By:

DocuSigned by:


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Name: Tim Dyer
(please print)

Title: Executive Vice President & CFO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit A-4: Scope of Work and Rates

VIVENT HEALTH

I. Introduction

The City & County of Denver (City) enacted an ordinance in 1997, Article V of Chapter 24 of the Denver Revised Municipal Code Section 24-157, allowing for the establishment of Syringe Access Programs (SAPs), with oversight from the Denver Department of Public Health & Environment (DDPHE). This ordinance was amended in 2013.

SAPs are evidence-based and cost-effective programs which reduce the transmission of blood-borne infectious diseases such as Human Immunodeficiency Virus (HIV) and Hepatitis C Virus (HCV), as well as meet people where they are in terms of their substance use and recovery goals. SAPs serve as non-stigmatizing venues for people who use drugs to discuss their substance use openly and honestly, and provide additional support services, including linkage to social services, testing, and treatment. This is accomplished through education, referral to services, and prevention services provided by registered SAPs.

II. Scope

Vivent Health's SAP will operate according to the City's Rules and Regulations Governing Syringe Access and Treatment Referral Programs (Rules & Regulations), updated February 7, 2019. **Vivent Health** intends to serve **775** people who inject drugs (PWID) from January 1, 2023 through December 31, 2023. As a registered SAP receiving funds from the City, **Vivent Health's** SAP will provide the following services, either directly or through referral, to participants free of charge:

- Syringe and other sterile injection-related supplies;
- Education on safer injection practices and vein care;
- Syringe disposal and education on syringe disposal practices and locations;
- Overdose prevention, education, recognition and response, and distribution of naloxone;
- HIV/STIs/HCV testing and sexual health resources; and
- Social support and healthcare services such as case management, substance use treatment, food banks, behavioral health services, primary care, HCV/HIV/STI treatment, Hepatitis A and B vaccinations, Pre-Exposure Prophylaxis, and wound care.

Additional services to be provided may include:

- Education regarding legal rights under CRS 25-1-520 and section 18-18- 428(1)(b) that encourages participants to always disclose their possession of hypodermic needles or syringes to peace officers, emergency medical technicians, or other first responders prior to a search;
- Provision of other harm reduction supplies; and
- Participation in syringe clean-up actions in and around the neighboring community

where the facility is located, including clean-up efforts in the City as a part of a larger city- wide effort.

Vivent Health will:

- Participate in semi-annual meetings with the contract monitor, and semi-annual meetings with the contract monitor and other City-funded SAPs in Denver;
- Participate in regular (monthly) communication initiated by the contract monitor via email;
- Submit complete quarterly reports to the contract monitor within 30 days of the end of the quarter; and
- Coordinate with the contract monitor to schedule annual site visits.

III. Reporting Requirements

Vivent Health will provide quantitative and qualitative data quarterly as set forth in the Rules & Regulations to DDPHE within 30 days of the end of each quarter. The purpose of the reporting requirements is to ensure contractual compliance and fidelity to program design. DDPHE will review the reports within one week of the due date and will respond to **Vivent Health** with any questions, comments, or follow up identified. **DDPHE** may request other data as needed to assess need for services, and evaluate program performance. If DDPHE requests additional data, DDPHE will provide **Vivent Health** with five days' notice of the request and **Vivent Health** will provide the requested data within 30 calendar days of receiving notice. **Vivent Health** will submit annual key performance indicator (KPI) goals to DDPHE by 1/31/23, or within one month of contract execution, whichever is later. These KPIs will be incorporated into quarterly reports to show progress toward goals.

DDPHE will provide:

- data shells and report template for submission;
- data definitions;
- support/technical assistance to improve data collection;
- meeting scheduling; and
- monthly communication to SAPs.

Data shells will be provided at the beginning of the year with data definitions and may be revised as needed.

The table below indicates the due dates for progress reports and KPI development.

Reporting Requirement	Due Date
Annual KPI Goals	1/31 of new contract year, or one month after contract execution
Quarter 1 Progress Report	April 30 th

Quarter 2 Progress Report	July 30 st
Quarter 3 Progress Report	October 30 st
Quarter 4 Progress Report	January 30 st of following year
Other DDPHE data requests	Within 30 days of request

IV. Monitoring Activities & Site Inspections

a. DDPHE Site Visits:

Policy: DDPHE will conduct annual site visits of City-funded SAPs. Two site visits will occur, the first will be at the beginning of a new contract period to review contract term, goals, expectations, reporting requirements, and other program documents. The second site visit will occur later in the year at a mutually agreeable time to observe SAP practices.

Purpose: The purpose of conducting a site visit is to ensure that contractors are aware of all contractual requirements and expectations, and to evaluate progress toward contract goals and compliance with contract terms, as well as identify additional needs for technical assistance or other support.

Noncompliance: If DDPHE identifies any compliance concerns, DDPHE will communicate directly with **Vivent Health** to remedy the issue.

b. Evaluation:

SAPs receiving funding from the City will work with DDPHE to determine key performance indicators to be used by all funded SAPs. Individual SAPs may add agency-specific KPIs as outlined in their SAP evaluation plan.

c. Denver-wide Evaluation Plan:

DDPHE may ask SAPs to provide input to DDPHE on an evaluation plan to assess need for substance use prevention, harm reduction, treatment, and recovery services in Denver and evaluate syringe services programming.

V. Public & Participant Complaints

a. Community & Behavioral Health

If DDPHE receives a complaint, DDPHE will work collaboratively with the SAP to find a resolution to the complaint. All steps taken shall be documented and maintained on file.

VI. Relocation of Contractor Premises

DDPHE will require **Vivent Health** to notify the registered neighborhood organizations within the boundaries of its intended new location to make them aware of the services provided, including documentation of the meeting, such as decisions made and attendees, as available. **Vivent Health**

will notify DDPHE two months prior to the move and include DDPHE in conversations as needed.

VII. Contract Terms & Budget

CY 2019 - \$41,811

CY 2020 - \$125,915

CY 2021 - \$125,915

CY 2022 - \$125,915

CY 2023 - \$125,915

Total Contract term 08/01/2019-12/31/2023 - \$545,471

The City shall reimburse **Vivent Health** for the following expenses directly related to carrying out the SAP:

- Salaries and fringe benefits;
- Supplies and operating expenses such as: utilities, emergency maintenance of building or site, rent/lease, printing and copying, supplies (can include items such as vein care, safer injection supplies and other harm reduction supplies, educational materials for overdose prevention, safer sex materials);
- Travel, conferences, parking;
- Naloxone;
- Equipment such as computers, other electronics, and software;
- Data tracking and reporting;
- Disposal services and supplies; and
- Indirect costs-financial management, human services, administrative oversight, etc.
- The total shall be billed in monthly installments from January 1, 2023 through December 31, 2023.

Personnel	\$81,994
Supplies & Operating	\$27,454
Travel	\$2,620
Contractual	\$2,400
Equipment	\$0
Direct Total	\$114,468
Indirect Total	\$11,447
Grand Total	\$125,915

Contractors must submit detailed invoices using templates provided by DDPHE with supporting documentation (such as receipts and invoices for all reimbursed expenses, organization approved timesheets, etc.) within 30 calendar days of the end of the month. Payments will be provided on a net 30 basis.

Invoices should be sent electronically to HIVInvoiceIntake@denvergov.org

Exhibit B-4

Budget:

Personnel	\$81,994
Supplies & Operating	\$27,454
Travel	\$2,620
Contractual	\$2,400
Equipment	\$0
Direct Total	\$114,468
Indirect Total	\$11,447
Grand Total	\$125,915