SECOND AMENDATORY AGREEMENT

This SECOND **AMENDATORY AGREEMENT** THIS **AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City") and **AIDS RESOURCE CENTER OF WISCONSIN, INC. d/b/a ROCKY MOUNTAIN CARES**, a nonprofit corporation, with an address of 820 S. Plankinton Avenue, Milwaukee, WI 53203 (the "Contractor", and collectively ("the Parties").

The Parties entered into an Agreement dated August 23, 2018 and an Amendatory Agreement dated June 24, 2019 (the "Agreement") to undertake, perform, and complete all of the services and set forth in **Exhibit 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.

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

- 1. All references to "Exhibits 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.** Article 3. A. of the Agreement, entitled "COMPENSATION AND PAYMENT", "Fees and Expenses" is amended by deleting and replacing it with the following:

"3. COMPENSATION AND PAYMENT:

A. <u>Fees and Expenses</u>: 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 **Eight Hundred Thirty-Nine Thousand Eight Hundred Sixty-Six and 00/100 Dollars (\$839,866.00)** (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. Except as herein amended, the Agreement is affirmed and ratified in each and every particular.

[SIGNATURE PAGES FOLLOW]

Contract Control Number:

Contractor Name:

IN WITNESS WHEREOF, the parties have set to Denver, Colorado as of:	heir hands and affixed their seals at
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:

ENVHL-201950384-02/ALF: 201843498-02

d/b/a ROCKY MOUNTAIN CARES

AIDS RESOURCE CENTER OF WISCONSIN, INC.

Contract Control Number: Contractor Name:

ENVHL-201950384-02/ALF: 201843498-02 AIDS RESOURCE CENTER OF WISCONSIN, INC. d/b/a ROCKY MOUNTAIN CARES

	DocuSigned by:
Ву:	timothy Dyer
Бу	32941BE822DE4A3
No	Timothy Dyer
Name	: (please print)
Title:	Executive VP & CFO
	(please print)
ATTE	ST: [if required]
Ву:	
•	
Name	
ranne	(please print)
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m: .1	
Title:	(please print)
	(DICASE DITIIL)



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), Office of HIV Resources and AIDS Resource Center of Wisconsin dba Rocky Mountain CARES.

AIDS Resource Center of Wisconsin dba Rocky Mountain CARES has been awarded the following amounts in Ryan White Part A funds:

- **\$460,758** in Fiscal Year 2018 (March 1, 2018 February 28, 2019)
- **\$379,108** in Fiscal Year 2019 (March 1, 2019 February 29, 2020)
- Cumulative Maximum Contract Amount: \$839,866

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 2018 AWARD NUMBER	FY 2018 AWARD AMOUNT
Medical Case Management	RW Part A	18-MCM-9845-A	\$ 351,476
Medical Transportation	RW Part A	18-MTS-9845-A	\$ 16,072
Mental Health Services	RW Part A	18-MHS-9845-A	\$ 24,953
Outpatient/Ambulatory Health Services	RW Part A	18-OAH-9845-A	\$ 68,257
FY 2018 MAXIMUN	1 REIMBURS	SABLE AMOUNT:	\$460,758

SERVICE CATEGORY	FUNDING SOURCE	FY 2019 AWARD NUMBER	FY 2019 AWARD AMOUNT
Medical Case Management	RW Part A	19-MCM-9845-A	\$317,100
Medical Transportation	RW Part A	19-MTS-9845-A	\$11,711
Mental Health Services	RW Part A	19-MHS-9845-A	\$22,429
Outpatient/Ambulatory Health Services	RW Part A	19-OAH-9845-A	\$27,868
FY 2019 MAXIMUN	\$379,108		



III. Process and Outcome Measures

A. Process Measures

AIDS Resource Center of Wisconsin dba Rocky Mountain CARES will provide:

SERVICE CATEGORY	FY 2018 AWARD NUMBER	UNDUPLICATED CLIENTS	SERVICE UNITS DELIVERED
Medical Case Management	18-MCM-9845-A	580	4,044
Medical Transportation	18-MTS-9845-A	127	9,481
Mental Health Services	18-MHS-9845-A	22	200
Outpatient/Ambulatory Health Services	18-OAH-9845-A	62	184

SERVICE CATEGORY	FY 2019 AWARD NUMBER	UNDUPLICATED CLIENTS	SERVICE UNITS DELIVERED
Medical Case Management	19-MCM-9845-A	375	3,845
Medical Transportation	19-MTS-9845-A	150	5,715
Mental Health Services	19-MHS-9845-A	20	180
Outpatient/Ambulatory Health Services	19-OAH-9845-A	25	75

IV. Quality Management Program

A. Quality Management Plan

- i.) Contractor will be required to submit a FY 2019 Quality Management Plan. Quality Management Plans will be due on November 30, 2019. Quality Management Plans must include the following elements:
 - A quality statement
 - o A description of the quality management structure
 - Performance measures
 - Annual quality goals
 - Quality improvement plans
 - o Quality management plan implementation
 - An explanation of how the quality management plan will be evaluated and updated
 - Capacity building
 - Communication

B. Quality Management Activities

- i.) 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 Quality Management Plan, and impact the sub-recipients identified annual quality goals
- iii.) Updates on quality improvement activities will be submitted to DHR, or designee, on a quarterly basis



iv.) Contractor will hold Quality Committee meetings, meetings will be held at a minimum of quarterly

V. 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, 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 chosen 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 (F). Three or more occurrences of a late invoice shall be considered a contract compliance issue.
- **C.** Invoicing option two (2) 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 this delayed invoicing option.
- **E.** The Contractor shall 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 summary for the service month;
 - **Item 2**: a complete Individual Service Category Invoice (Forms I-1, I-2, I-3, I-4) for the service month for each award/service category;
 - **Item 3:** supporting documentation for all expenses;
 - **Item 4**: an attestation to complete CAREWARE data entry **or** a complete data upload for the service month; and
 - **Item 5**: a quarterly narrative report once per quarter (four times per year).
- **F.** Contractor invoicing schedule is as follows:



SERVICE MONTH	INVOICE PACKAGE DUE BY	INVOICE PACKAGE INCLUDES:
March 2019	May 15, 2019	Items 1, 2, 3, and 4
April 2019	June 17, 2019	Items 1, 2, 3, and 4
May 2019	July 15, 2019	Items 1, 2, 3, and 4
June 2019	August 15, 2019	Items 1, 2, 3, 4, and 5
July 2019	September 16, 2019	Items 1, 2, 3, and 4
August 2019	October 15, 2019	Items 1, 2, 3, and 4
September 2019	November 15, 2019	Items 1, 2, 3, 4, and 5
October 2019	December 16, 2019	Items 1, 2, 3, and 4
November 2019	January 15, 2020	Items 1, 2, 3, and 4
December 2019	February 17, 2020	Items 1, 2, 3, 4, and 5
January 2020	March 16, 2020	Items 1, 2, 3, and 4
February 2020	April 15, 2020	Items 1, 2, 3, and 4
Final 2020 Invoice	April 15, 2020	Items 1, 2, 3, 4, and 5

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 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 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

1. Performance Management

Monitoring may be performed by the DDPHE HIV Resources staff and/or designee. Contractor may be reviewed for:

- v.) **Quality Monitoring:** The quality of the services being provided and the effectiveness of those services addressing the needs of the Denver TGA.
- vi.) **Program Monitoring*:** Review and analysis of current program information to determine the extent to which contractors are achieving established contractual goals;
- vii.) **Fiscal Monitoring*:** Review financial systems and billings to ensure that contract funds are allocated and expended in accordance with the terms of the agreement.
- viii.) **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 and/or its designee 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.

A. 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: 1. All client-level information needed to create the HRSA-defined electronic Unique Client Identifier (eUCI) including, but not limited to: a. Client legal first and last name b. Client full date of birth c. Client gender 2. Demographic information 3. Client encounters and/or service units 4. Additional sociodemographic data and primary care status measures Contractor may enter client-level data into CAREWare using two different methodologies: 1. Direct manual data entry via the CAREWare interface; or 2. Provider Data Import (PDI).	the 15 th of each month	Into CAREWare system
2. Ryan White Part A Service Report (RSR)	 Includes, but is not limited to: Data input throughout the calendar year, due the 10th of each month for the month priornini Run provider RSR reports to clean existing data and/or input missing data with technical assistance from DHR Review finalized RSR report with DHR Generate client-level XML file and upload into the HRSA Web Application (per HRSA requirement) 	February 26, 2019	Into CAREWare system for data entry Into HRSA Web Application for RSR final reporting



Report # and Name	Description	Due Date	Reports to be sent to:
	Submit RSR report into HRSA Web Application		
3. 1 st Quarter report	Report shall: Review and verify the # of clients served, the number of service units, the amount of funding expended Document quality improvement projects conducted Provide an update on changes to staff including vacancies and new staff Summarize successes, weaknesses and needs for the period of March 1, 2019 through May 31, 2019	July 15, 2019	Fiscal Officer/Grant Administrator Terra.hasemanswazer@denvergo v.org Quality Administrator hivresources@denvergov.org Nick Roth Nicholas.roth@denvergov.org
4. Mid-Year Report	Report shall: Review and verify the # of clients served, the number of service units, the amount of funding expended Document quality improvement projects conducted Provide an update on changes to staff including vacancies and new staff Summarize successes, weaknesses and needs for the period of March 1, 2019 through August 31, 2019	October 15, 2019	Fiscal Officer/Grant Administrator Terra.hasemanswazer@denvergo v.org Quality Administrator hivresources@denvergov.org Nick Roth Nicholas.roth@denvergov.org
5. 3 rd Quarter Report	Report shall: Review and verify the # of clients served, the number of service units, the amount of funding expended Document quality improvement projects conducted Provide an update on changes to staff including vacancies and new staff	January 15, 2020	Fiscal Officer/Grant Administrator Terra.hasemanswazer@denvergo v.org Quality Administrator hivresources@denvergov.org Nick Roth Nicholas.roth@denvergov.org



Report #	Description	Due Date	Reports to be sent to:
and Name	-	Due Dute	Reports to be sent to:
	 Summarize successes, weaknesses and needs for the period of March 1, 2019 through November 30, 2019 		
6. Year End Report	Report shall: Review and verify the # of clients served, the number of service units, the amount of funding expended Document quality improvement projects conducted Provide an update on changes to staff including vacancies and new staff Summarize successes, weaknesses and needs for the period of March 1, 2019 through February 28, 2020	April 15, 2020	Fiscal Officer/Grant Administrator Terra.hasemanswazer@denvergo v.org Quality Administrator hivresources@denvergov.org Nick Roth Nicholas.roth@denvergov.org
7. Quality Manage- ment Plan	Plan(s) shall demonstrate all Quality Management activities, including Quality Management infrastructure, specific quality improvement activities, planning, and monitoring, etc.	November 30, 2019	Quality Administrator <u>Hivresources@denvergov.org</u>
8. Other reports as reasonably requested by the City.	To be determined (TBD)	TBD	TBD

X. Budget

- **A.** Contractor shall provide the identified services for the City under the support and guidance of the Denver Department of Public Health & Environment (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 an exhibit.

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."

- **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.

Additional document requirements for this contract include:

- **A.** NEW Individual Service Category Budget Form B3: Service Target Projections
- **B.** NEW Contract Summary Data Form A-3: Summary of Funding Sources
- C. NEW Individual Service Category Budget Form B-2: Personnel Schedule
- **D.** Organizational Chart

FORM A-1

DDPHE HIV RESOURCES BUDGET SUBMISSION PACKAGE CONTRACT SUMMARY DATA				
FORM A-1: SUBRECIPIENT INFORMATION				
SUBRECIPIENT: ARCW dba Rocky Mountain Cares				
DATE OF SUBMISSION: Check One: ☑ First Submissio	02/22/2019	CONTRACT AMOUNT: \$379,108		
☐ Resubmission		SOURCE: Ryan White Part A ONLY		
EFFECTIVE DATES:	03/01/2019	to 02/29/2020		
		CORPORATION INFORMATION dress will appear on City Contractor Agreement,		
FEDERAL TAX ID#: 39-	1534049	DUNS#: 170017396		
EXACT CORPORATE NAM	IE: AIDS Res	source Center of Wisconsin, Inc dba Rocky Mountain Car		
CORPORATE ADDRESS:	648 N. Plankinton	Ave. Suite 200		
		·		
	Address Line 2 Milwaukee	WI 53203		
CORPORATE WEBSITE:	arcw.org	State Zipcode		
AGENCY TYPE:	Community-Base	d Organization		
OWNERSHIP TYPE:	Private, Nonprofit			
FAITH-BASED:	No			
CERTIFY THAT COSTS HAVE BEEN	DETERMINED ALLOWABLE A	CCORDING TO CITY AND APPROPRIATE FEDERAL IER CERTIFY THAT THERE ARE NO MATHEMATICAL		
ERRORS IN THIS BUDGET, PLEASE AGENCY HEAD:				
Mike Gifford	MU-	[1][] 2/22/19		
Printed Name	Signature (Date		
414-225-1567 Telephone	Fax	mike.gifford@arcw.org		
SENIOR ADMINISTRATOR	a:			
Karin Sabey		2/2/19		
Printed Name 3 3 3 3 - 8 0 2 - 5 2 9 9	Signature	karin.sabey@arcw.org		
Telephone	Fax	Emali		
BOARD PRESIDENT:				
Ronald Dunn Printed Name	Watnoture			
512-249-4750	Signature	rdunn@luminexcorp.com		
Telephone	Fax	Email		
CONTRACT SIGNATORY:				
Timothy Dyer, CPA Printed Name Signature Date				
414-225-1542		tim.dyer@arcw.org		
Telephone	.Fax	Email		



FORM A-1

	CONTRACT	CONTACT INFORMATIO	N
PROGRAM MANAGER;	JC Goodhart		Director of Client Services
303-802-5259	Name	jc.goodhart@rockym	ountaincares.org
Telephone	Fax	Email	
FISCAL MANAGER:	Mary Alt		Accounting Manager
414-225-1519	Name	mary.alt@arcw.org	Title
Telephone	Fax	Email	
DATA MANAGER:	Dawn Perkins		Software Systems Specialist
414-225-1541	140330	dawn.perkins@arcw.	
Telephone	Fax	Emall	
QUALITY MANAGER:	Mitch Scoggins, MF	71-1	Director of Quality Management
414-225-1546		mitch.scoggins@arcv	
Telephane	Fax	Email	
PAYMENT ADDRESS:			
NOTE: Only complete if Payment Address is different than Corporate Address.	Address Line 1 Address Line 2		
	Çity	State	Zipcode



FORM A-2

		FORM A-2			
		RCES BUDGET CONTRACT SUMMARY ORM A-2: BUDGET SUI	DATA	N PACKAGE	
SUBRECIPIEI	NT: ARGW dba Rocky Mo	ountain Cares			
1	First Submission or	CONTE	RACT AMOUNT:	art A ONLY	\$379,108
EFFECTIVE D	DATES: 03/01/2019 to	02/29	/2020		
		TE CONTRACT SU			<u> van en 1995 jaar jare en 1995 ja 19</u>
AWARD#	SERVICE CATEGORY	FUNDING SOURCE	ORIGINAL AWARD	ADDITIONAL AWARD AMOUNTS	TOTAL SERVICE CATEGORY AMOUNT!
19-MCM-9845-A	MCM Medical Case Management	Ryan White Part A	\$317,100	A STATE OF THE STA	\$317 100
19-MTS-9845-A	MTS Medical Transportation	Ryan White Part A	\$11,711		\$11,711
19-MHS-9845A	MHS Mental Health Services	Ryan White Part A	\$22,429		\$22,429
19-OAH-9845-A	OAH Outpatient/Ambulatory Health Service	es Ryan White Part A	\$27,868		\$27,868
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¹ MUST AGREE TO	TOTAL CO O SERVICE CATEGORY BUDGET ATTACH	ONTRACT AMOUNT IED.	\$379,108		\$379,108
		ERMINATION ON DMPLIANCE WITH		S	
Your agency mu	ust provide all services under this contra	act in accordance with a	ipplicable provision	s of federal, state	and

Your agency must provide all services under this contract in accordance with applicable provisions of federal, state and local laws, rules and regulations as are in effect at the time such services are rendered. In particular, your agency must comply with Code of Federal Regulations (Title 45 CFR Part 75) – Uniform Administrative Requirements, Cost Principles and Audit Requirement for HHS Awards



DDPHE HIV RESOURCES BUDGET SUBMISSION PACKAGE

CONTRACT SUMMARY DATA

FORM A-3: SUMMARY OF FUNDING SOURCES

AIDS Resource Center of Wisconsin, Inc dba Rocky Mountain Cares FULL NAME OF SUBRECIPIENT:

PERIOD OF BEGIN DATE											
FUNDING: END DATE											
	RYAN	RYAN	RYAN WHITE	RYAN WHITE	GENERAL		CDC	СОРНЕ		GENERAL	
OBJECT CLASS CATEGORY	PART A (DDPHE)	PART B (CDPHE)	PART C (HRSA)	PART D (HRSA)	FUND (DDPHE)	CDC (CDPHE)	OTHER SOURCES	OTHER SOURCES	HOPWA	OPERATION/ PRIVATE	TOTAL
PERSONNEL	\$261,211							\$84,593		\$728,316	\$1,074,120
FRINGE BENEFITS	\$75,752							\$62,332		\$151,599	\$289,683
TRAVEL										\$6,526	\$6.526
EQUIPMENT			3					\$4,500		\$1,500	\$6,000
SUPPLIES	\$8,002							\$1,977		\$150,663	\$160,642
CONTRACTUAL						\$99,544		\$161,447			\$260,991
отнек								\$850		\$415,826	\$416,676
TOTAL DIRECT CHARGES	8344,965	A CONTROL OF THE PROPERTY OF T	A CONTRACTOR OF THE PROPERTY O	A CONTROL OF THE CONT		\$99,544	me of the control of	\$315,699		\$1,454,430	\$2,214,638
INDIRECT CHARGES	\$34,143					\$9,888		\$6,764		\$145,443	1961238
TOTAL COSTS	\$379,108					\$109,432		\$322,463		\$1,599,873	\$2,410,876
									:		

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.

