

## THIRD AMENDATORY AGREEMENT

THIS THIRD AMENDATORY AGREEMENT is made and entered into by and between the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado (the “City”) and THE URBAN INSTITUTE, a Delaware nonprofit corporation licensed to do business in Colorado, whose address is 500 L’Enfant Plaza SW, Washington, DC 20024 (the “Consultant”), individually a “Party” and collectively the “Parties.”

### RECITALS:

A. The Parties entered into an agreement dated February 1, 2016, as amended by an Amendatory Agreement dated July 13, 2018 and a Second Amendatory Agreement dated April 8, 2021 (collectively, the “Original Agreement”) to provide evaluation and research consultant services for the City, as further described in the Original Agreement; and

B. Rather than enter into a new contract, the Parties desire to revise the terms and conditions of the Original Agreement as they previously existed and further desire: 1) to update Sections 1 and 18 to of the Original Agreement to change the City’s responsible liaison for the Original Agreement to be the Chief Housing Officer and Executive Director of the City’s Department of Housing Stability, 2) increase the maximum compensation amount payable to the Consultant, 3) extend the Term, 4) replace **Exhibit A-2** of the Original Agreement with the attached **Exhibit A-3**, 5) replace **Exhibit B-2** with the attached **Exhibit B-3**, 6) replace **Exhibit D** of the Original Agreement with the attached **Exhibit D-3**, and 7) to update Sections 19 and 22 of the Original Agreement, respectively, to bring them into conformance with current Denver Revised Municipal Code requirements, all for the purpose of business continuity and as further described herein.

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

1. Section 1 of the Original Agreement entitled “**COORDINATION AND LIAISON**” is hereby deleted and replaced in its entirety with the following:

“1. **COORDINATION AND LIAISON:** The Consultant shall fully coordinate all services under the Agreement with the City’s Chief

Housing Officer and Executive Director of the City’s Department of Housing Stability (“Executive Director”), or the Executive Director’s designee.”

2. All references in the Original Agreement to “CFO” shall be replaced with “Executive Director.”

3. Section 3 of the Original Agreement entitled “**TERM**” is hereby deleted and replaced in its entirety with the following:

“3. **TERM:** The Agreement will commence on September 1, 2015 and will expire on April 30, 2023 (the “Term”).”

4. Section 4 of the Original Agreement entitled “**COMPENSATION AND PAYMENT**,” sub-sections (a) and (d)(1), respectively entitled “**Fee**” and “**Maximum Contract Amount**,” are hereby deleted and replaced in their entirety with the following:

“4. **COMPENSATION AND PAYMENT:**

a. **Fee:** The City shall pay and the Consultant shall accept as the sole compensation for services rendered and costs incurred under the Agreement the amount of One Million Four Hundred and Ninety-Six Thousand Two Hundred and Fifty Dollars and No Cents (\$1,496,250.00) for fees. Amounts billed may not exceed the rates and budget set forth in **Exhibit B-3** except as authorized by the Executive Director.

...

d. **Maximum Contract Amount:**

(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed One Million Four Hundred and Ninety-Six Thousand Two Hundred and Fifty Dollars and No Cents (\$1,496,250.00) (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 Consultant beyond that specifically described in **Exhibit A-3**. Any services performed beyond those in **Exhibit A-3** are performed at Consultant’s risk and without authorization under this Agreement unless the City authorizes an amendment to the Agreement.”

5. **Exhibit A** of the Original Agreement shall be replaced in its entirety by **Exhibit A-3**, which is attached hereto and incorporated herein by reference. All references to **Exhibits A, A-1** or **A-2**, respectively, in the Original Agreement shall be amended to refer to **Exhibit A-3** instead.

6. **Exhibit B** of the Original Agreement shall be replaced in its entirety by **Exhibit B-3**, which is attached hereto and incorporated herein by reference. All references to **Exhibits B** or **B-2**, respectively, in the Original Agreement shall be amended to refer to **Exhibit B-3** instead.

7. **Exhibit D** of the Original Agreement shall be replaced in its entirety by **Exhibit D-3**, which is attached hereto and incorporated herein by reference. All references to **Exhibit D** in the Original Agreement shall be amended to refer to **Exhibit D-3** instead.

8. Section 18 of the Original Agreement entitled “**NOTICES**” is hereby deleted and replaced in its entirety with the following:

“**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 the Consultant at the address first above written, and if to the City at:

Executive Director and Chief Housing Officer, or Designee  
Department of Housing Stability  
201 W. Colfax Ave., Dept. 615  
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.

Notices for the Consultant shall be sent as follows:

Contractual Matters: Christopher Thomas, Senior Contracts Administrator, Office of Grants, Contracts, Purchasing and Pricing, The Urban Institute, 2100 M Street NW, Washington, D.C. 20037. Phone: (202) 261-5237; and email: [cthomas@urban.org](mailto:cthomas@urban.org).

Financial Matters: Connor Daines, Accountant I, The Urban Institute, 2100 M Street NW, Washington, D.C. 20037. Phone: (202) 261-5799; and email: [CDaines@urban.org](mailto:CDaines@urban.org).”

9. Section 19 of the Original Agreement entitled “**NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT:**” is deleted and replaced in its entirety with the following:

**“19. NO EMPLOYMENT OF A WORKER WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT:**

- (a) This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the “Certification Ordinance”).
- (b) The Consultant certifies that:

(1) At the time of its execution of this Agreement, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement, nor will it knowingly employ or contract with a worker without authorization to perform work under this Agreement in the future.

(2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., and confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

(3) It will not enter into a contract with a subconsultant or subcontractor that fails to certify to the Consultant that it shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

(4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under this Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

(5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, it will notify such subconsultant or subcontractor and the City within three (3) days. The Consultant shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during the three-day period the subconsultant or subcontractor provides

information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.

(6) It will comply with a reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

(c) The Consultant is liable for any violations as provided in the Certification Ordinance. If the Consultant violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If this Agreement is so terminated, the Consultant shall be liable for actual and consequential damages to the City. Any termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying the Consultant from submitting bids or proposals for future contracts with the City.”

10. Section 22 of the Original Agreement entitled “**NO DISCRIMINATION IN EMPLOYMENT**” is deleted and replaced in its entirety with the following:

“**23. NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under the Agreement, the Consultant may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Consultant shall insert the foregoing provision in all subcontracts.”

11. Except as herein amended, the Original Agreement continues in effect, and is affirmed and ratified in each and every particular.

12. 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 BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

**[SIGNATURE PAGES TO FOLLOW]**

**Contract Control Number:** HOST-202261988-03/HOST-201523940-03  
**Contractor Name:** THE URBAN INSTITUTE

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:**

HOST-202261988-03/HOST-201523940-03  
THE URBAN INSTITUTE

By:  \_\_\_\_\_  
A6EC6B87539E450...

Name: Christopher Thomas  
(please print)

Title: Sr. Contracts Administrator  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

**EXHIBIT A-3**  
**Denver Supportive Housing Pay for Performance (SHP4P) (Formerly SIB) Extension**  
**Urban Institute Scope of Work**  
**1/1/2021-4/30/2023**

**I. *Task 1: Referral Pathway—Management & Coordination***

- a. Based upon the eligibility criteria established in the Research Design and in coordination with the City of Denver (“City”), the Denver PFS, LLC (i.e., Social Impact Bond Special Purpose Vehicle “SPV”), and Colorado Coalition for the Homeless (“CCH”), the Urban Institute (“Urban”) will:
  - i. Lead and coordinate ongoing updates to the eligibility list (contingent upon ongoing DPD assistance).
  - ii. Lead and coordinate a referral and hand-off process for those individuals identified as the group receiving treatment (contingent upon the ongoing assistance of Cindy Laub or other appointed contact with DPD access);
- b. As a part of this task, Urban will work with all program partners to address ongoing challenges and referral and enrollment difficulties, including but not limited to:
  - i. Attending operating committee meetings and governance committee meetings;
  - ii. Providing ongoing and timely support to City, SPV, and CCH staff involved with the project; and
  - iii. Generating proposals for improving processes to ensure adequate referral and enrollment levels are met.
- c. As part of the SHP4P Extension, and pending necessary support from MDHI, Urban will work with program partners to create a new referral pathway to identify individuals who meet project eligibility criteria and are currently unsheltered. To create this new referral pathway, Urban will:
  - i. Link project data with HMIS data to analyze population overlap and potential eligibility criteria;
  - ii. Work with MDHI to determine a process by which eligible individuals are identified within HMIS; and
  - iii. Connect the new DSOC/SOLE referral pathway with the existing referral process for the evaluation.

**II. *Task 2: Impact Study—Data Collection***

- a. In accordance with the Research Design, Urban will collect and certify the validity of the data and calculations used to inform City payments. Pending access to data, Urban will:
  - i. Collect and validate Service Provider data on participant engagement and exits from housing and measure days spent in housing; and
  - ii. Collect and validate Denver Sheriff Department data on jail days and measure the impact of the Program on the target population’s jail days.
- b. In addition to the payment measures, Urban will collect and analyze data on additional evaluation outcomes and impacts only if data are made available by the City and other project partners. These include:
  - i. Healthcare utilization and costs; and
  - ii. Homelessness system utilization and costs.

### III. *Task 3: Reporting and Dissemination*

- a. For project monitoring purposes, Urban will maintain a monthly dashboard as outlined in the Evaluation Design. Data for this dashboard will be collected at least monthly from CCH. Individual-level data on participant engagement and enrollment in the program will be provided by CCH and aggregated by Urban into a monthly dashboard that Urban will share with the City.
- b. Urban will conduct outcome analyses for the SHP4P Extension and provide bi-annual evaluation reports to the City, in alignment with the established reporting schedule and process for the Supportive Housing Pay for Performance. Reports will be provided on 6- month and 12-month outcomes for the SHP4P Extension. Reports will be provided on the following schedule:
  - i. Biannual project evaluation reports (engagement and housing stability outcomes through 6/30/22) 6/30/21; 9/30/21; 6/30/22; & 9/30/22

<b>End of Observation Period</b>	<b>Evaluation Report Deadline</b>
6/30/2021	9/30/2021
6/30/2022	9/30/2022

- ii. Final project evaluation report (housing stability, jail day, and other impacts through 12/31/22)

<b>End of Observation Period</b>	<b>Evaluation Report Deadline</b>
12/31/2021	4/30/2022
12/31/2022	4/30/2023

## Exhibit B-3

THE URBAN INSTITUTE		January 1, 2022 - April 30, 2023						12/07/21	
Denver SIB - Contract extension, 2022									
BUDGET ESTIMATE									
Prepared for Denver Office of Strategic Partnership									
Object Classification	2021 Hourly Rate	Referral and Randomization: Management and Coordination		Impact Study: Data Collection		Reporting and Dissemination		Total Estimated	
		Task 1		Task 2		Task 3		Hours	Dollars
		Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars
<b>ON-SITE PERSONNEL</b>									
Mary Cunningham	\$122.50	8	\$980	8	\$980	20	\$2,450	36	\$4,410
Mike Pergamit	108.35	8	867	8	867	20	2,167	36	3,901
Sarah Gillespie	92.58	39	3,653	40	3,703	40	3,703	119	11,059
Devlin Hanson	71.31	40	2,852	60	4,279	40	2,852	140	9,983
Alyse Oneto	41.05	80	3,284	100	4,105	120	4,926	300	12,315
Kaela Girod	22.45	120	2,694	120	2,694	120	2,694	360	8,082
Editorial and Publication Support	38.50	6	218	7	253	7	286	20	757
Project Management Support	38.50	32	1,232	36	1,386	36	1,386	104	4,004
Subtotal		333	15,780	379	18,267	403	20,464	1,115	54,511
Provision for Merit Increase*			710		822		1,883		3,415
Subtotal			16,490		19,089		22,347		57,926
Fringe Benefits	43.00%		7,091		8,208		9,609		24,908
Subtotal			23,581		27,297		31,956		82,834
Indirect	53.73%		12,670		14,667		17,170		44,507
Subtotal			36,251		41,964		49,126		127,341
<b>OTHER DIRECT COSTS</b>									
Computer Network Services			1,670		1,890		2,020		5,580
Print and Online Resources			9		10		10		29
Meeting and Office Services			180		210		240		630
Inflation Factor on ODCs (excl Sub. Admin)*			37		42		92		171
Subtotal			1,896		2,152		2,362		6,410
Total Direct and Indirect Costs			\$38,147		\$44,116		\$51,488		\$133,751
<b>GENERAL &amp; ADMINISTRATIVE</b>	22.28%		8,499		9,829		11,472		29,800
<b>FIXED FEE</b>	7.00%		3,265		3,776		4,407		11,449
<b>TOTAL ESTIMATED COST PLUS FIXED FEE</b>			<u>\$49,911</u>		<u>\$57,721</u>		<u>\$67,367</u>		<u>\$175,000</u>
<p>* The provision for merit increases is calculated at a rate of 4.5 percent per year, prorated, in anticipation of merit salary increases effective January 1 of each year. This is an Institute average, used for estimating purposes only. Actual rates may vary by employee. For consultants, the provision for increases is calculated at a rate of 4.5 percent per project year, beginning in the second project year. In addition, a factor of 2.0 percent per year, prorated, has been added to travel and other direct costs to allow for future inflation.</p>									



## DESCRIPTIONS (Continued from Page 1)

The City and County of Denver Department of Housing Stability , ifs Elected and Appointed Officials, Employees and Volunteers are included as Additional Insured under the General and Automobile Liability Policies with respect to operations performed by the named insured.