

## 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 **THE URBAN INSTITUTE**, a nonprofit corporation incorporated under the laws of Delaware, with its business address located at 500 L’Enfant Plaza SW, Washington, DC 20024 (the “Consultant”, jointly “the Parties”).

### WITNESSETH:

**A.** The Parties entered into an agreement dated February 1, 2016, amended by the Amendatory Agreement dated July 13, 2018, to provide evaluation and research consultant services for the City’s Department of Finance (the “Agreement”); and

**B.** The Parties wish to amend the Agreement to extend the term and provide additional funding for the contract.

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

1. Paragraph 3 of the Agreement, entitled “TERM”, is hereby deleted in its entirety and replaced with:

The Agreement will commence on September 1, 2015 and will expire on April 30, 2022 (the “Term”).

2. Paragraph 4.a. of the Agreement, entitled “COMPENSATION AND PAYMENT: Fee,” is hereby deleted in entirety and replaced with:

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 Three Hundred Twelve Thousand Five Hundred Dollars (\$1,312,500.00) for fees. Amounts billed may not exceed the rates and budget set forth in Exhibit B except as authorized by the CFO.

3. Paragraph 4.d(1). of the Agreement, entitled “COMPENSATION AND PAYMENT: Maximum Contract Amount” is hereby deleted in its entirety and replaced with:

Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed One Million Three Hundred Twelve Thousand Five Hundred Dollars (\$1,312,500.00) (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-1. Any services performed beyond those in Exhibit A are performed at Consultant's risk and without authorization under the Agreement unless the City authorizes an amendment to the Agreement.

4. All references to "...Exhibit A..." or "Exhibit A-1" in the Agreement shall be amended to read: "...Exhibit A-2," as applicable.

5. All references to "...Exhibit B..." or "Exhibit B-1" in the Agreement shall be amended to read: "...Exhibit B-2," as applicable. The rates and budget marked as **Exhibit B-2** attached to this Amendatory Agreement is hereby incorporated by reference.

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

7. This Second 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.

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**Contract Control Number:** FINAN-202056081-02 Alfresco-201523940-02  
**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:

\_\_\_\_\_

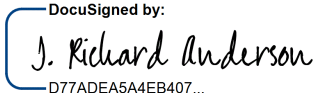
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By:

\_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

FINAN-202056081-02 Alfresco-201523940-02  
THE URBAN INSTITUTE

By:  \_\_\_\_\_  
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J. Richard Anderson  
Name: \_\_\_\_\_  
(please print)

Senior Contracts Administrator  
Title: \_\_\_\_\_  
(please print)

ATTEST: [if required]

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

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

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

**EXHIBIT A-2**  
**Denver SIB Extension**  
**Urban Institute Scope of Work**  
**1/1/2021-4/30/2022**

**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 SIB 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 SIB Extension and provide bi-annual evaluation reports to the City, in alignment with the established reporting schedule and process for the Denver Social Impact Bond Contract. Reports will be provided on 6-month and 12-month outcomes for the SIB Extension. Pending a January 2021 project start date, reports will be provided on the following schedule:
  - i. 9/30/21: Biannual project evaluation report (engagement and housing stability outcomes through 6/30/21)
  - ii. 4/30/22: Final project evaluation report (housing stability, jail day, and other impacts through 12/31/21)
- c. Upon termination of the SIB Extension, Urban will return to the City, and provide an irrevocable license to the City to use, all of the data, reports, analyses, work products and intellectual property provided or acquired by Urban in connection with the SIB Extension, in a format specified by the city, except for confidential information regarding any program participant or other confidential data.

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THE URBAN INSTITUTE

01/11/21

Budget Period:

January 1, 2021 -

April 30, 2022

**DNVR SUPT HOUSING SOC IMPACT**  
**Prop Development Number: 101138-0004-001**  
**BUDGET ESTIMATE**

Object Classification	2020 Hourly Rate	Referral and Randomization: Management and Task 1		Impact Study: Data Collection Task 3		Reporting and Dissemination Task 4		Total Estimated		
		Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	
<b>ON-SITE PERSONNEL</b>										
Mary Cunningham	\$114.49	16	\$1,832	16	\$1,832	20	\$2,290	52	\$5,954	
Mike Pergamit	104.68	16	1,675	16	1,675	20	2,094	52	5,444	
Sarah Gillespie	80.39	64	5,145	40	3,216	40	3,216	144	11,577	
Devlin Hanson	67.27	40	2,691	64	4,305	40	2,691	144	9,687	
Alyse Oneto	33.18	120	3,982	120	3,982	120	3,982	360	11,946	
Patrick Spauster	25.00	120	3,000	120	3,000	120	3,000	360	9,000	
Editorial and Publication Support	38.50	7	279	7	274	7	263	21	816	
Secretarial/Administrative Support	20.00	20	400	33	660	36	720	89	1,780	
Subtotal		403	19,004	416	18,944	403	18,256	1,222	56,204	
Provision for Merit Increase*	5.65%		1,074		1,070		1,031		3,175	
Subtotal			20,078		20,014		19,287		59,379	
Fringe Benefits	42.86%		8,605		8,578		8,266		25,449	
Subtotal			28,683		28,592		27,553		84,828	
Indirect	49.60%		14,227		14,182		13,666		42,075	
Subtotal			42,910		42,774		41,219		126,903	
<b>OTHER DIRECT COSTS</b>										
Computer Network Services			2,020		2,080		2,010		6,110	
Books/Periodicals/Library Services			10		10		10		30	
Reproduction @ \$.095/page			20		20		20		60	
Telephone Expenses			30		30		30		90	
Postage/Delivery			10		10		10		30	
Supplies and Miscellaneous			10		10		32		52	
Inflation Factor on ODCs (excl Sub. Admin)*	2.50%		53		54		53		160	
Subtotal			2,153		2,214		2,165		6,532	
Total Direct and Indirect Costs			\$45,063		\$44,988		\$43,384		\$133,435	
<b>GENERAL &amp; ADMINISTRATIVE</b>	22.57%		10,171		10,154		9,792		30,117	
Total Estimated Cost			55,234		55,142		53,176		163,552	
<b>FIXED FEE</b>	7.00%		3,866		3,860		3,722		11,448	
<b>TOTAL ESTIMATED COST PLUS FIXED FEE</b>			<u>\$59,100</u>		<u>\$59,002</u>		<u>\$56,898</u>		<u>\$175,000</u>	

\* 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.