

SECOND AMENDATORY AGREEMENT

This **SECOND AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a home rule and municipal corporation of the State of Colorado (the “City”) and **THE URBAN INSTITUTE**, a Delaware nonprofit corporation, whose address is 500 L'Enfant Plaza, SW, Washington, D.C. 20024 (the “Consultant”), jointly (“the Parties”).

RECITALS:

A. The Parties entered into an Agreement dated April 27, 2022, and an Amendatory Agreement dated January 13, 2023, (the “Agreement”) to perform, and complete all of the services and produce all the deliverables set forth on **Exhibit A, Scope of Work and Budget**, to the City’s satisfaction.

B. The Parties wish to amend the Agreement to extend the term, increase the maximum contract amount, update section 7-Examination of Records; rescind the existing section 19-No Employment of Workers without Authorization and include a new section 19-Compliance with Denver Wage Laws, and amend the scope of work and budget.

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

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

“**3. TERM:** The Agreement will commence on **December 1, 2021**, and will expire on **December 31, 2024** (the “Term”). The term of this Agreement may be extended by the City under the same terms and conditions by a written amendment to this Agreement. Subject to the Executive Director’s prior written authorization, the Consultant 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 4 of the Agreement entitled “**COMPENSATION AND PAYMENT:**” subsection d. (1) entitled “**Maximum Contract Amount:**” is hereby deleted in its entirety and replaced with:

“**d. Maximum Contract Amount:**

(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **SEVEN HUNDRED THIRTY-FIVE**

THOUSAND FIVE HUNDRED SEVENTY-NINE DOLLARS AND NO CENTS (\$735,579.00) (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**. Any services performed beyond those in **Exhibit A** are performed at Consultant’s risk and without authorization under the Agreement.”

3. Section 7 of the Agreement entitled “**EXAMINATION OF RECORDS:**” is hereby deleted in its entirety and replaced with:

“**7. EXAMINATION OF RECORDS AND AUDITS:** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City’s election in paper or electronic form, any pertinent books, documents, papers and records related to Consultant’s performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Consultant shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Consultant to make disclosures in violation of state or federal privacy laws. Consultant shall at all times comply with D.R.M.C. 20-276.”

4. Section 19 of the Agreement entitled “**NO EMPLOYMENT OF WORKERS WITHOUT AUTHORIZATON TO PERFORM WORK UNDER THE AGREEMENT:**” is hereby deleted in its entirety and replaced with:

“**19. COMPLIANCE WITH DENVER WAGE LAWS:** To the extent applicable to the Contractor’s provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City’s Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing

D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City’s Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.”

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

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.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

Contract Control Number: ENVHL-202371875-02/ENVHL-202161500-02
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:

By:

Contract Control Number:
Contractor Name:

ENVHL-202371875-02/ENVHL-202161500-02
THE URBAN INSTITUTE

By:  _____
A0EC0B87539E450...

Name: Christopher Thomas
(please print)

Title: Sr. Contracts Admin.
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A-2
SCOPE OF WORK AND BUDGET
The Urban Institute

- I. Purpose of agreement

The purpose of this contract for The Urban Institute to conduct an evaluation for the Support Team Assisted Response (STAR) Program to document, improve on, and evaluate the STAR and Co-Responder programs, with a focus on connection to services. In addition to providing Denver with ongoing information about implementation for the purposes of further refining and improving these initiatives, this work will contribute to emerging literature and best practices for non-punitive responses to people in crisis, helping policymakers direct resources where they can be most effective and efficient. The purpose of this evaluation is to 1) evaluate the implementation and outcomes of the community engagement provider/service provider network (i.e. "STAR Community Coalition, 2) analyze short and immediate-term participant outcomes, and 3) conduct a cost analysis of the STAR and Co-Responder Programs.
- II. Services
 - a. The Denver Department of Public Health & Environment (DDPHE), on behalf of the City, wishes to contract with The Urban Institute to continue the third party evaluation on the STAR and Co-Responder programs.
 - b. In 2022 (Year 1), the evaluation had three primary components:
 - i. *Implementation and Process Study* to document program implementation and develop recommendations for successful program expansion and sustainability;
 - ii. *An Outcomes Study* to measure short-term outcomes for program participants;
 - iii. *A Community Engaged Systems Change Study* to document systems-level implementation processes, gaps and perceived community-level outcomes.
 - c. In 2023 (Year 2), the evaluation included:
 - i. *An Outcomes Study* to analyze linked WellPower and Department of Safety data over two years after client engagement with the STAR or Co-responder program. Urban received the data in September 2023 and will begin data cleaning and analysis to continue into Year 3.
 - ii. *A Community Engagement/Service Provider Network Study* to document how Servicios de la Raza collaborates with the STAR program and the network of community-based providers created to support longer-term service connections for STAR clients.
 - d. In 2024, (Year 3) of the evaluation includes data collection and analysis focusing on:
 - i. *Ongoing Outcomes Study* to continue data analysis of intermediate outcomes of program participants after STAR and Co-Responder team interactions, including exploring outcomes by subgroups (e.g., needs, locations, demographics/identities, services).
 - ii. *A Cost Study* to understand the public costs and benefits of the STAR and Co-responder programs and how it relates to the public costs and benefits of traditional first responder systems. (*Originally planned for Year 2 but postponed to Year 3 because the cost analysis is dependent on outcomes data.*)
 - iii. *Scaling Up Strategy Assessment* to estimate the full demand for STAR and Co-Responder programs using 911 data and describe the implementation and budget requirements for scaling up.
- III. Year three process and outcome measures
 - a. Process measures
 - i. Conduct:
 1. Outcomes Study
 2. Cost Study
 3. Scaling Up Strategy Assessment
 - b. Outcome measures
 - i. Refine and improve the STAR and Co-Responder Programs, including the STAR community coalition.
 - ii. Contribute to emerging literature and best practices for non-punitive responses to people in crisis.



EXHIBIT A-2
SCOPE OF WORK AND BUDGET
The Urban Institute

- iii. Help policymakers direct resources where they can be most effective and efficient.
- IV. Performance management and reporting
 - a. Performance management
 - i. Monitoring will be performed by DDPHE. Performance will be reviewed for:
 - ii. Program and managerial monitoring of the quality of services being provided and the effectiveness of those services addressing the needs of the program.
 - iii. Contract and financial monitoring of:
 - 1. Current program information to determine the extent to which contractors are achieving established contractual goals.
 - 2. Financial systems and billings to ensure that contract funds are allocated and expended in accordance with the terms of the agreement. The Urban Institute is required to provide all invoicing documents in accordance with invoicing requirements communicated to The Urban Institute prior to the effective date of the contract. The controller's Office will review the quality of the submitted invoice monthly.
 - 3. There may be regular performance monitoring by program area and City leaders. Performance issues may be addressed by City leaders including from Denver 911 and DDPHE to develop interventions that will resolve concerns.
 - 4. Compliance monitoring may be conducted to ensure that the terms of the contract document are met, as well as Federal, State, and City legal requirements, standards, and policies.
 - b. Reporting
 - i. The following reports shall be developed and delivered to the City as stated in this section.
 - 1. Quarterly progress report: Progress reports will be submitted to DDPHE no later than the last day of the first month following the respective quarter, describing the progress of the three components of the third-party evaluation in its third year.
 - 2. Contract summary report: Summary findings of the third year of the third-party evaluation will be submitted to DDPHE within 45 following the end of the contract.

V. Budget

Contract Term: 12/01/2021 – 12/31/2024

Fiscal Term:

Base - CY 2022 - \$246,333

Amendment 1 - CY 2023 - \$239,246

Amendment 2 - CY 2024 - \$250,000

Contract Term Total \$735,579



EXHIBIT A-2
SCOPE OF WORK AND BUDGET
The Urban Institute

Budget					
Organization Name	Urban Institute				
Term	1/1/24-12/31/24				
Budget Categories					
Materials and Supplies					
Item	Description of Item	Does this budget item support the Scope of Work?	Quantity	Per Item Cost	Total Amount Requested
Total Materials and Supplies					\$7,802.00
Personnel and Administrative Services					
Total Personnel Services					\$ 115,682.00
TOTAL DIRECT COSTS (Supplies & Operating, Personnel, Other)					\$123,484.00
Indirect					
Item	Description				Total Amount Requested
Research Support Staff	Overhead cost are those indirect cost incurred by direct-billed staff (Research) that support the execution of multiple projects but whose costs are not accountable to sole one project. Some examples of these types of costs may include Research staff computers, phones, office furniture, rent, and internet service.				\$ 62,121.00
General and Administrative	General & Administrative costs are those cost integral to the overall operation of the organization and which may not in support of any individual project. Some examples of these costs may include accounting and Grants office staff salaries, their fringe benefits, furniture, phones, and internet services.				\$ 41,668.00
TOTAL INDIRECT COSTS					\$ 103,789.00
Fee					
Item	Description				Total Amount Requested
Fee	Urban's Board of Trustees has, since its inception in 1968, authorized charging a fee on work performed under contracts for the purpose of maintaining working capital and paying for project-related expenses which are not reimbursable under the Federal Acquisition Regulation. Fee for cost-reimbursable awards can vary from 7-10%, or more, depending on the needs of the SOW and associated risk.				\$ 22,727.00
TOTAL FEE					\$22,727.00
TOTAL AMOUNT REQUESTED					\$250,000.00